

City Council Regular Meeting

Thursday, October 17, 2024
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation



Back row
Vice Mayor OD Harris, Mayor Kevin Hartke, Councilmember Mark Stewart

Front row
Councilmember Jane Poston, Councilmember Angel Encinas, Councilmember Matt Orlando, Councilmember Christine Ellis

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, October 17, 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



Call to Order

Roll Call

Invocation - Dr. Rae Langness, Baha'i Faith

Pledge of Allegiance

Scheduled Public Appearances

1. Proclamation: Cybersecurity Awareness Month

2. Recognition: 2024 Certificate of Achievement for Excellence in Financial Reporting

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 October 17, 2024, Regular Meeting, Items 1 - 47.



Airport

1. **Professional Services Agreement No. AI2501.201, with Dibble & Associates Consulting Engineers, Inc., for Hangar Area Pavement Reconstruction Design Services**

   Move City Council award Professional Services Agreement No. AI2501.201 to Dibble & Associates Consulting Engineers, Inc., for the Hangar Area Pavement Reconstruction Design Services, for an amount not to exceed $328,578.

   Council Focus Area(s):



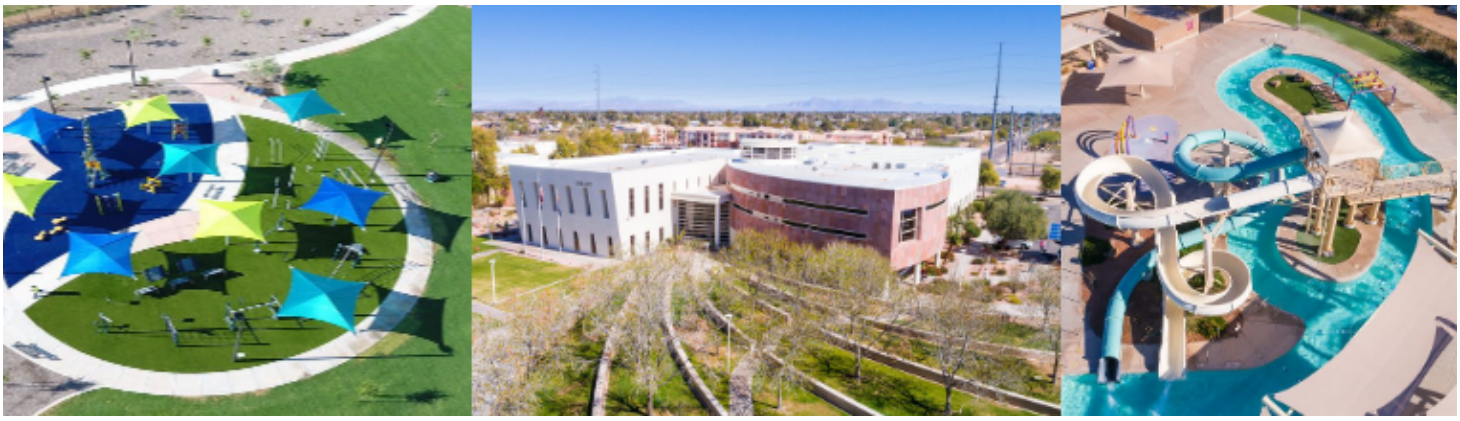
City Clerk

2. **Resolution No. 5845, Setting the 2025 City Council Regular Meeting Schedule**

   Move City Council pass and adopt Resolution No. 5845, setting the 2025 City Council Regular Meeting Schedule.

3. **Boards and Commissions Member Appointments**

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



Community Services

4. **Agreement No. CS4-988-4668, Amendment No. 1, for Park Mowing Services**

   Move City Council approve Agreement No. CS4-988-4668, Amendment No. 1, for Park Mowing Services, with Artistic Land Management, Inc., in an amount not to exceed $628,950.20, for a one-year term, November 1, 2024, through October 31, 2025.

   Council Focus Area(s):

5. **Agreement No. CS4-988-4669, Amendment No. 1, for Park Herbicide Application Services**

   Move City Council approve Agreement No. CS4-988-4669, Amendment No. 1, for park herbicide application services, with BrightView Landscape Services, Inc., in an amount not to exceed $320,798.77, for a one-year term, November 1, 2024, through October 31, 2025.

   Council Focus Area(s):

6. **Purchase of Furniture for Tumbleweed Recreation Center (TRC) Expansion**

   Move City Council approve the purchase of furniture for Tumbleweed Recreation Center (TRC) expansion, utilizing the State of Arizona Contract No. CTR067414, with Wist Office Products, in an amount not to exceed $149,546.35.

   Council Focus Area(s):

7. **Sole Source Purchase of Pool Filters**

   Move City Council approve the sole source purchase of pool filters, from Aquatic Environmental Systems, Inc., an Aquafinity Company, in an amount not to exceed $221,681.55.

   Council Focus Area(s):



Cultural Development

8. **Purchase of Downtown Wayfinding Signage - Phase 1**

   Move City Council approve the purchase of downtown wayfinding signage, from YESCO, LLC, utilizing the City of Peoria Contract No. P19-0079, in the amount of $167,574.

   Council Focus Area(s):



Development Services

9. **Introduction and Tentative Adoption of Ordinance No. 5110 Rezoning, Preliminary Development Plan, and Preliminary Plat, PLH24-0001/PLT24-0001, Toll Brothers Uptown, Located Approximately 1/4 Mile North of the Northeast Corner of Arizona Avenue and Warner Road**

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5110 approving PLH24-0001 Toll Brothers Uptown, Rezoning from Regional Commercial (C-3) to Planned Area Development (PAD) for multi-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH24-0001 Toll Brothers Uptown for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary PLT24-0001 Toll Brothers Uptown, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):  

10. **Introduction and Tentative Adoption of Ordinance No. 5112, Rezoning and Preliminary Development Plan, PLH24-0023 The District Downtown, Located at the Northwest Corner Arizona Avenue and the Loop 202 SanTan Freeway**

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5112 approving PLH24-0023 The District Downtown, Rezoning from PAD for mixed use including multi-family, office, and commercial uses permitted under the Community Commercial District (C-2) to PAD for mixed use including multi-family, office, and commercial uses permitted under the Community Commercial District (C-2) and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH24-0023 The District Downtown for site layout and conceptual building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

11. **Resolution No. 5841, Authorizing a License Agreement between Cablevision Lightpath, LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Telecommunications Systems**

Move City Council pass and adopt Resolution No. 5841, authorizing the Mayor to execute the license agreement between Cablevision Lightpath, LLC, and the City of Chandler for the use of facilities in the city's rights-of-way and public places to establish Class 4 and Class 5 Telecommunications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Council Focus Area(s): 

12. **Resolution No. 5844, Authorizing an Amended and Restated License Agreement between Crown Castle Fiber, LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Telecommunications Systems**

Move City Council pass and adopt Resolution No. 5844, authorizing the Mayor to execute the amended and restated license agreement between Crown Castle Fiber, LLC, and the City of Chandler for the use of facilities in the city's rights-of-way and public places to establish Class 4 and Class 5 Telecommunications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Council Focus Area(s): 

13. **Preliminary Development Plan, PLH22-0024 Cornerstone Ranch, 3999 S. Dobson Road, Located at the Northeast Corner of Dobson Road and Ocotillo Road**

Move City Council approve Preliminary Development Plan PLH22-0024 Cornerstone Ranch, for modifications to existing signage, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

14. **Agreement No. DS5-918-4808, General Plan Update and Comprehensive Housing Plan**

Move City Council approve Agreement No. DS5-918-4808, with Logan Simpson Design, Inc., for the General Plan Update and Comprehensive Housing Plan, in the amount of $525,000.

Council Focus Area(s): 

15. **Professional Services Agreement No. DS2402.201, with Greenlight Traffic Engineering, for the Traffic Signal at Gilbert Road and Amanda Boulevard Design Services**

Move City Council award Professional Services Agreement No. DS2402.201 to Greenlight Traffic Engineering, for the Traffic Signal at Gilbert Road and Amanda Boulevard Design Services, in an amount not to exceed $115,622.46.

Council Focus Area(s):

16. **Use Permit PLH24-0018, Pecos & McQueen Storage, Located at the Southeast Corner of Pecos and McQueen Roads**

Move City Council approve Use Permit PLH24-0018, Pecos & McQueen Storage, allowing storage facility uses on the property, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):

17. **Entertainment Use Permit PLH24-0022 The Mexicano, 3095 W Chandler Boulevard, Generally Located at the Southwest Corner of Chandler Boulevard and Price Road**

Move City Council approve Entertainment Use Permit PLH24-0022 The Mexicano to allow live indoor and outdoor entertainment, speakers and television screens, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):



Facilities and Fleet

18. **Agreement No. BF2-912-4485, Amendment No. 2, with ASR Construction Group, LLC; Crawford Mechanical Services, LLC; FPS Civil, LLC; DMS Companies, Inc., dba Hernandez Companies; Kowalski Construction, Inc.; MGC Contractors, Inc.; and Nickle Contracting, LLC, for General Building Maintenance Services**

Move City Council approve Agreement No. BF2-912-4485, Amendment No. 2, with ASR Construction Group, LLC; Crawford Mechanical Services, LLC; FPS Civil, LLC; DMS Companies, Inc., dba HernandezCompanies; Kowalski Construction, Inc.; MGC Contractors, Inc.; and Nickle Contracting, LLC, for general building maintenance services, in an amount not to exceed $3,205,000, for a period of one year, beginning September 1, 2024, through August 31, 2025.

Council Focus Area(s):  

19. **Purchase of HVAC Equipment, Installation, and Services**

Move City Council approve the purchase of heat, ventilation, and cooling (HVAC) equipment, installation, and services, utilizing multiple vendors available under the Omnia Partners Contract No. R200403, with TDI Industries, Inc.; Contract No. R200402, with Johnson Controls, Inc.; Contract No. R200401, with Daikin Applied Americas, Inc.; and Contract No. 15-JLP-023, with Trane U.S., Inc.; and the Mohave Educational Services Cooperative Contract No. 19F-SMC-0904, with Sun Mechanical Contracting, Inc., in a combined amount not to exceed $2,535,000.

Council Focus Area(s): 

20. **Purchase of Maintenance, Repairs and Purchase of Doors, Locking Systems, Door Hardware, and Operable Walls**

Move City Council approve the utilization of the Mohave Educational Services Cooperative Contract No. 21H-DHP-0917, for maintenance, repairs, and purchase of bay doors, locking systems, door hardware, and operable walls, from DH Pace Company, Inc., in an amount not to exceed $380,000, for the period of one year, September 17, 2024, through September 16, 2025.

Council Focus Area(s):  

21. **Purchase of Access Controls and Security Equipment**

Move City Council approve the purchase of access controls and security equipment, from APL Access & Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $825,000.

Council Focus Area(s): 

22. **Purchase of Vehicles and Upfitting**

Move City Council approve the purchase of vehicles and upfitting, using multiple vendors under State of Arizona contracts, in a combined amount not to exceed $4,314,940.

Council Focus Area(s):



Human Resources

23. **Resolution No. 5840, Renewal Request to Industrial Commission of Arizona for Continued Exemption from Requirement to Post Security for Self-Insured Workers' Compensation Program**

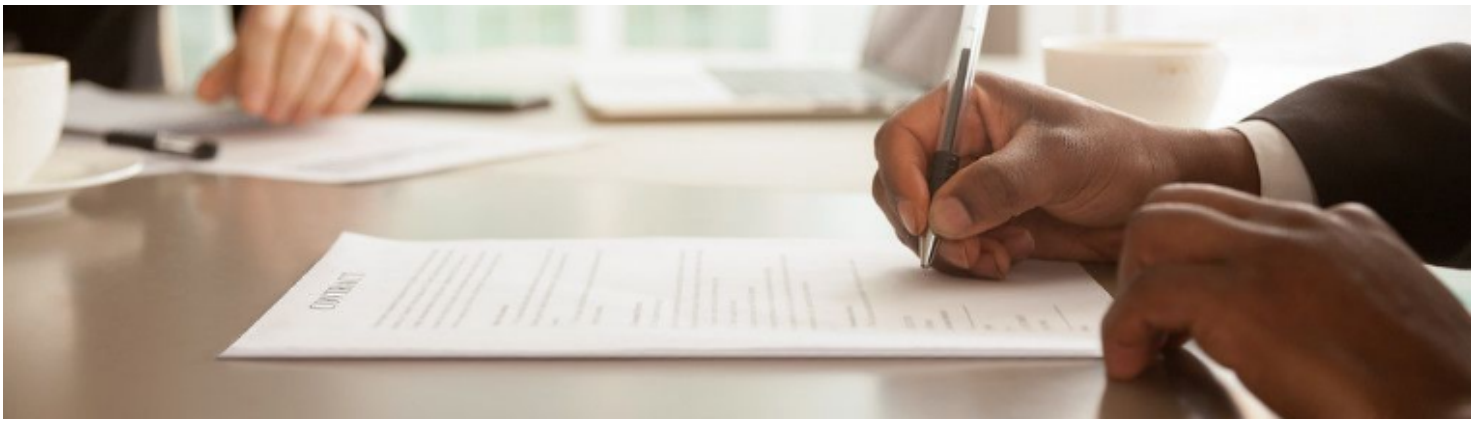
Move City Council pass and adopt Resolution No. 5840, renewing the request to the Industrial Commission of Arizona for continued exemption from the requirement to post security for the Self-Insurance Workers' Compensation Program.

24. **Agreement No. 4046, Calendar Year 2025 Amendment, with Anthem Life Insurance Company, for Public Safety Personnel Long-Term Disability Insurance**

Move City Council approve Agreement No. 4046, Calendar Year 2025 Amendment, with Anthem Life Insurance Company, for public safety personnel long-term disability insurance, in an amount not to exceed $200,000, for the period of one year, beginning January 1, 2025, through December 31, 2025, and authorize the City Manager or designee to extend the Agreement for an additional year, beginning January 1, 2026, through December 31, 2026 (CY2024), subject to the same terms and conditions.

25. **Agreement No. 4802, Employee Benefits Consulting Services**

Move City Council approve Agreement No. 4802, with The Segal Company (Western States), Inc., for employee benefits consulting services, in an amount not to exceed $120,000, for the period of one year, beginning January 1, 2025, through December 31, 2025, with the option of up to four one-year extensions.



Management Services

26. **Resolution No. 5838 Authorizing the Submittal of a Pass-Through Gaming Tribal Revenue Sharing Grant Application From Dignity Health Foundation on Behalf of Salt River Pima-Maricopa Indian Community**

Move City Council pass and adopt Resolution No. 5838 approving an intergovernmental agreement between the Salt River Pima-Maricopa Indian Community and the City of Chandler for the distribution of a pass-through Indian gaming revenue sharing grant in the amount of $50,000 to Dignity Health Foundation-East Valley; and authorizing submission of a related pass-through grant application for Post-Hospitalization Services at Dignity Health East Valley for Uninsured/Underinsured Hospital Patients in the East Valley.

Council Focus Area(s):

27. **License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, Phoenix Food Junction, LLC, DBA Honest Indian Restaurant**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 307042, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Phoenix Food Junction, LLC, DBA Honest Indian Restaurant, located at 1050 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308108.

Council Focus Area(s):

28. **License Series 12, Restaurant Liquor License Application for Theresa June Morse, Agent, Quik Burrito 3, LLC, DBA Maskadores Taco Shop**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 305733, a Series 12, Restaurant Liquor License, for Theresa June Morse, Agent, Quik Burrito 3, LLC, DBA Maskadores Taco Shop, located at 2100 W. Chandler Boulevard, Suite 38, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308099.

Council Focus Area(s): 

29. **License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, Chandler Spitz, LLC, DBA Spitz Mediterranean**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 306182, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Chandler Spitz, LLC, DBA Spitz Mediterranean, located at 301 S. Arizona Avenue, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308080.

Council Focus Area(s): 

30. **License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, Hop Brewery, LLC, DBA Brews Taphouse**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 303548, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Hop Brewery, LLC, DBA Brews Taphouse, located at 5055 W. Ray Road, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 166927.

Council Focus Area(s): 

31. **New License Series 10, Beer and Wine Store Liquor License Application for Jared Michael Repinski, Agent, Gather 336, LLC, DBA George & Gather Market**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 305465, a Series 10, Beer and Wine Store Liquor License, for Jared Michael Repinski, Agent, Gather 336, LLC, DBA George & Gather Market, located at 336 S. Washington Street, Suite 1, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 308052.

Council Focus Area(s): 

32. **New License Series 12, Restaurant Liquor License Application for Jared Michael Repinski, Agent, Gather 336, LLC, DBA George & Gather**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 305467, a Series 12, Restaurant Liquor License, for Jared Michael Repinski, Agent, Gather 336, LLC, DBA George & Gather, located at 336 S. Washington Street, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308051.

Council Focus Area(s): 

33. **License Series 12, Restaurant Liquor License Application for Larry Warren White, Jr., Agent, Warren's Supper Club, LLC, DBA Warren's Supper Club**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 281651, a Series 12, Restaurant Liquor License, for Larry Warren White, Jr., Agent, Warren's Supper Club, LLC, DBA Warren's Supper Club, located at 1040 N. 54th Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307989.

Council Focus Area(s):



Neighborhood Resources

34. **Agreement No. 4638, Amendment No. 1, for Temporary Accommodation Services**

Move City Council approve Agreement No. 4638, Amendment No. 1, with GAJANAN, LLC, for temporary accommodation services, in an amount not to exceed $600,000, for the period of one year, beginning October 1, 2024, through September 30, 2025.

Council Focus Area(s):



Police Department

35. **Agreement No. 4856 for Health Screening Services for the Police Department**

Move City Council approve Agreement No. 4856, with JS MD Sigma, PLLC, for health screening services for the Police Department, in an amount not to exceed $108,000, for the period of one year, beginning November 1, 2024, through October 31, 2025, with the option of up to four one-year extensions.

Council Focus Area(s):



Public Works and Utilities

36. **Resolution No. 5842 Authorizing the Acquisition of Temporary Construction Easements Required for the Kyrene Branch and Highline Canal Shared Use Path Project**

Move City Council pass and adopt Resolution No. 5842 authorizing the acquisition of temporary construction easements required for the Kyrene Branch and Highline Canal Shared Use Path Project No. TP2202; authorizing the city's real estate administrator to sign the purchase agreement and any other documents necessary to facilitate the acquisition; authorizing eminent domain proceedings as needed to acquire said real property, and obtain immediate possession thereof; and, relocation assistance as may be required by law.

Council Focus Area(s):

37. **Approval of a Settlement with 13012 E. Chandler Heights, LLC, for the Acquisition of Road Right of Way, a Temporary Construction Easement, Drainage Easements, and Easements for Roosevelt Water Conservation District to Relocate their Irrigation Facilities and Improvements Required for the Chandler Heights Road Improvement Project from McQueen Road to Gilbert Road**

Move City Council approve a settlement with 13012 E. Chandler Heights, LLC, in the amount of Three Hundred Thousand and no/100ths dollars ($300,000.00) plus required statutory interest, for acquisition of road right-of-way, a temporary construction easement, drainage easements, easement for Roosevelt Water Conservation District required to relocate their facilities and improvements required for the Chandler Heights Road Improvement project from McQueen Road to Gilbert Road.

Council Focus Area(s): 

38. **Agreement No. WW0-885-4192, Amendment No. 4, with Carbon Activated Corporation, for Activated Carbon**

Move City Council approve Agreement No. WW0-885-4192, Amendment No. 4, with Carbon Activated Corporation, for activated carbon, in an amount not to exceed $960,000, for a one-year period, October 1, 2024, through September 30, 2025.

Council Focus Area(s): 

39. **Agreement No. PW5-885-4805, with Univar Solutions USA, LLC, for Aluminum Chlorohydrate**

Move City Council approve Agreement No. PW5-885-4805, with Univar Solutions USA, LLC, for Aluminum Chlorohydrate, in an amount not to exceed $130,000, for a one-year period, November 1, 2024, through October 31, 2025, with the option of up to four additional one-year extensions.

Council Focus Area(s): 

40. **Agreement No. 4831, with Tetra Tech, Inc., for the Paseo Vista Recreation Area and Landfill Environmental Consulting Services**

Move City Council approve Agreement No. 4831, with Tetra Tech, Inc., for the Paseo Vista Recreation Area and Landfill Environmental Consulting Services, in an amount not to exceed $200,000, for a one-year period, November 1, 2024, through October 31, 2025, with the option of up to four one-year extensions.

Council Focus Area(s): 

41. **Professional Services Agreement No. ST1804.451, with Consultant Engineering, Inc., for the Chandler Heights – Gilbert Road to Val Vista Drive Construction Management Services**

Move City Council award Professional Services Agreement No. ST1804.451, to Consultant Engineering, Inc., for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive Construction Management Services, in an amount not to exceed $1,035,646.10.

Council Focus Area(s):

42. **Construction Agreement No. ST1804.401 with Sunland Asphalt & Construction, LLC, for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive**

Move City Council award Construction Agreement No. ST1804.401, to Sunland Asphalt & Construction, LLC, for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive, in an amount not to exceed $9,784,943.

Council Focus Area(s):

43. **Construction Manager at Risk (CMAR) Pre-Construction Services Agreement No. WA2203.251, with Achen-Gardner Construction, LLC, for Water Main Replacements**

Move City Council award CMAR Pre-Construction Services Agreement No. WA2203.251, to Achen-Gardner Construction, LLC, for Water Main Replacements, in an amount not to exceed $249,641.04.

Council Focus Area(s):

44. **Construction Manager at Risk Construction Services Agreement No. WA2105.402, with PCL Construction, Inc., for the Water Facilities Optimization Improvements - Frye Road Water Production Facility Rehabilitation**

Move City Council award CMAR Construction Services Agreement No. WA2105.402, to PCL Construction, Inc., for the Water Facilities Optimization Improvements - Frye Road Water Production Facility Rehabilitation, in an amount not to exceed $3,849,574.

Council Focus Area(s):

45. **Construction Agreement No. ST2101.401, Change Order No. 4, with Achen-Gardner Construction, LLC, for the Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements**

Move City Council award Agreement No. ST2101.401, Change Order No. 4, to Achen-Gardner Construction, LLC, for the Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements, in the amount of $295,637.89.

Council Focus Area(s):  

46. **Purchase of Granular Activated Carbon**

Move City Council approve the purchase of granular activated carbon, from Calgon Carbon Corporation, utilizing City of Phoenix Contract No. 133070, in an amount not to exceed $1,059,468.

Council Focus Area(s): 

47. **Purchase of Bucket Trucks**

Move City Council approve the purchase of two bucket trucks, from Sanderson Ford, Inc., utilizing State of Arizona Contract No.CTR069471, in the amount of $457,054.19.

Council Focus Area(s): 

Informational

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

49. **August 21, 2024, Planning and Zoning Commission Meeting Minutes**

50. **Contracts and Agreements Administratively Approved, Month of September 2024**

Unscheduled Public Appearances

Current Events

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

Adjourn

CHANDLER arizona
Community of Innovation

City Council Memorandum Airport Memo No. CP25-037

Date: October 17, 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: Professional Services Agreement No. AI2501.201, with Dibble & Associates Consulting Engineers, Inc., for Hangar Area Pavement Reconstruction Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. AI2501.201 to Dibble & Associates Consulting Engineers, Inc., for the Hangar Area Pavement Reconstruction Design Services, for an amount not to exceed $328,578.

Background/Discussion:

The contract scope of work includes design services, development of construction documents, and specified bidding services for grading and paving improvements intended to promote reconstructing the hangar taxilane pavement and drainage away from the city-owned hangars located at the Chandler Municipal Airport.

A hangar area pavement assessment was completed in 2023, which included design recommendations for grading and paving improvements. This project is the result of the report's findings.

The project scope of work consists of civil engineering design services. The agreement completion time is 365 calendar days following Notice to Proceed.

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 Airport Services. Staff recommends approval of this agreement with Dibble & Associates Consulting Engineers, 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
635.4110.5219.0000.6AI770	Airport Operating Fund	Rehabilitate Hangar Area Pavement	$328,578	Y

Attachments

Agreement
Location Map

PROFESSIONAL SERVICES AGREEMENT
Design Services
HANGAR AREA PAVEMENT RECONSTRUCTION
Project No. AI2501.201
Council Date: October 17, 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 S 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 **Design Services** for **HANGAR AREA PAVEMENT RECONSTRUCTION** 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 **$328,578** 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: **Hafiz Noor, Project Manager** P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3324 Email: Hafiz.Noor@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	**DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.**
	Mailing Address:	3020 East Camelback Road, Suite 201, Phoenix, AZ 85016
	Physical Address:	SAME
	Statutory Agent Name:	Susan Detwiler
	Statutory Agent Mailing Address:	3020 East Camelback Road, Suite 201, Phoenix, AZ 85016
	Statutory Agent Physical Address:	SAME
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Ryan Toner
	Title:	Airport Development Business Unit Leader
	Phone:	(602) 957-1155
	Email:	ryan.toner@dibblecorp.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 Ill 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 Ill 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 ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") 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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

Signature 09/18/2024
Date

Ryan Toner
Print Name

Vice President
Title

ryan.toner@dibblecorp.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

p 602.957.1155 | 3020 East Camelback Road, Suite 201 dibblecorp.com
f 602.957.2838 | Phoenix, AZ 85016

August 9, 2024

City of Chandler
Chandler Municipal Airport
2380 S. Stinson Way
Chandler, AZ 85286

Attention: Mr. Hafiz Noor
Project Manager, Public Works & Utilities Department
City of Chandler

RE: DESIGN AND BID PHASE SERVICES PROPOSAL
Project No. AI2501.201
Chandler Airport On-Call (2024-2027)
Hangar Area Pavement Reconstruction

We appreciate the opportunity to provide Design and Bid Phase Services to the City of Chandler for the *Hangar Area Pavement Reconstruction* project at Chandler Municipal Airport. Dibble will provide the construction plans, specifications, the Engineer's Estimate, and Engineer's Design Report for these improvements. Dibble as the prime consultant is proposing to complete the Scope of Work as included in this proposal for the following fees:

Design and Bid Phase Services (Lump Sum UNO):

1.	Dibble	Base Fee	$ 315,558
2.	Dibble	Allowance for Expenses	$ 2,500
3.	Dibble	Owner's Allowance (T&M, NTE)	$ 20,000
Project Total			**$ 328,578**

Transmitted herewith is Exhibit A, containing our proposed Scope of Work; the Project Scope Exhibit; the Production Schedule; Exhibit B, containing our Fee Schedule and Estimated Manhour matrix for your review.

We are very much looking forward to working with the City of Chandler and Chandler Municipal Airport on this project. If you need additional information or have questions, please do not hesitate to call.

Sincerely,

Duane H. Dana, P.E.
Vice President, Senior Project Manager

Ryan Toner, P.E.
Vice President, Business Unit Leader

Dibble

Enclosures

DIBBLE

CHANDLER MUNICIPAL AIRPORT

HANGAR AREA PAVEMENT RECONSTRUCTION

PROJECT NO. AI2501.201

DESIGN AND BID PHASE SERVICES

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF DESIGN:

1.1 Consultant will provide services for the design, development of construction documents, and specified bidding services for grading and paving improvements intended to promote drainage away from the hangar structures, located at Chandler Municipal Airport (CHD), Chandler, Arizona, all as more specifically described herein below.

1.2 The design includes the full-depth replacement of the existing pavement; improving drainage flows by regrading the area and constructing valley gutters; applying pavement markings and any other necessary improvements. This project will reference the *Rehabilitate Hangar Area Pavement Assessment* project completed in 2023 which comprised pre-design services consisting of design concept recommendations for these grading and paving improvements. The City selected one option from this project for final design and construction as shown in the attached **Project Scope Exhibit**. This project will be constructed in two phases for funding allocation purposes.

1.3 The project design, construction, furnishing and equipping budget is estimated to be **$ 5,585,000** per the 2023 ACIP. All design, construction and furnishing of the project are intended be completed within this budget, however, it is not guaranteed. Consultant will assist the City in evaluating the budget throughout the design and bidding process.

1.4 Consultant will provide all design and bid phase services for the Project including, but not limited to civil engineering services. A geotechnical investigation and topographic survey were conducted in the previous project and will be referenced in this project.

1.5 All plans are to be prepared in AutoCAD Civil 3D 2023. All work will be prepared in conformance to FAA and MAG standards (as amended by the City of Chandler).

2. ASSIGNMENT:

2.1 The design contract has been awarded to Dibble based on their proposed project team and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those team roles listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

3.3 Consultant will deliver monthly "Design and Progress Reports", including invoicing, to the City of Chandler in a format acceptable to the City.

3.4 This proposal is based on a twelve (12) month project schedule from the Notice to Proceed.

Refer to the schedule attached for the anticipated submittal stages and dates. The following are the anticipated submittal stages:

<u>30% Submittal (City/Airport Review):</u>

- The documents in Task 9.1 will be uploaded as PDFs to a SharePoint link.

<u>60% Submittal (City/Airport Review):</u>

- The documents in Task 10.1 will be uploaded as PDFs to a SharePoint link.

<u>95% Submittal (City/Airport Review for bid approval):</u>

- The documents in Task 11.1 will be uploaded as PDFs to a SharePoint link.

<u>100% Sealed Submittal (Bid-Ready Package):</u>

- The documents in Task 12.1 will be uploaded as PDFs to a SharePoint link.

4. QUALITY CONTROL:

4.1 Consultant must institute and comply with the Design Quality Control Plan.

4.2 In addition to the continual quality assurance reviews performed by senior practice staff, Consultant will perform additional quality control reviews prior to each submittal utilizing a standardized checking processes by Consultant's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

5. PRELIMINARY RESEARCH:

5.1 Consultant will reference the preliminary research conducted in the *Rehabilitate Hangar Area Pavement Assessment* project completed in 2023 which comprised the pre-design phase portion of this project. This includes geotechnical investigation and topographic survey.

6. UTILITY/AGENCY COORDINATION:

6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the *Public Improvement Project Guide* (PIPG).

6.2 Consultant must submit preliminary plans to utilities/agencies for review and comment to confirm the presence of nearby facilities to be protected in place or conflicts and if so what design there may be required for service improvements or any necessary relocations.

6.3 Consultant will, if necessary, incorporate the utility/agency private developer construction requirements into the bid documents.

7. GEOTECHNICAL INVESTIGATION:

7.1 Consultant has performed all soil and pavement borings necessary to complete their work. The geotechnical investigation was performed by a subconsultant (Speedie & Associates) as part of the *Rehabilitate Hangar Area Pavement Assessment* project completed in 2023 and will be referenced in this project.

8. PROGRAMMING:

8.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.

a. Project Kick-Off Meeting: This meeting will be held with the City and Airport staff at the beginning of the project. Discussion items will include the design team, control of correspondence, design standards, design schedule, submittals, and coordination of impacts to airport operations/tenants.

8.2 Consultant will provide project management and coordination of the design team and will provide coordination between design team members, the City, Airport, and other interested stakeholders.

a. Project Coordination Meetings: These meetings will be held as needed with the Design team throughout the project. Discussion items will include design review, comparison of options, and design schedule.

9. SCHEMATIC DESIGN (30% Document Review):

9.1 When the design is approximately thirty percent complete, Consultant must prepare and submit the following:

a. Drainage Memorandum: Consultant shall prepare a memorandum to present the design methodology of the *Rehabilitate Hangar Area Pavement Assessment* project as discussed in **Section 1.2** and confirm that the proposed grading and drainage improvements are still effective and appropriate. A modification to the hydrology model will be required to ensure that the interim state of the construction project after the completion of Phase 1 will meet grading and drainage requirements.

b. 30% Design Plans: Consultant shall prepare plan sheets which may include the following: general construction notes, design legend and abbreviations; airport access location, contractor's haul route, staging and storage yard; construction phasing and barricading plans; demolition and construction plans; and other informational sheets as necessary.

c. 30% Engineer's Opinion of Probable Construction Cost (EOPCC): Based on the 30% design plans and anticipated technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.

d. Draft Engineer's Design Report (EDR): The Draft EDR shall provide the design criteria and standards used in developing the construction documents (i.e., plans and anticipated technical specifications) and document the work and results of any investigative efforts. The report shall cover the following: airport and project descriptions; critical environmental and archeological aspects or documents including the approved Categorical Exclusion; relevant design standards; topographic survey and control; civil and electrical design considerations and recommendations; and a list of anticipated technical specifications. The Draft EDR shall also include airport and project location exhibits and appendices such as the Project Photos, Geotechnical Report, Drainage Memorandum, and EOPCC, and any other design elements as needed to document design intent.

e. Internal QA/QC Project Review: (See Task 4)

f. 30% City/Airport Review Meeting: This meeting will be held shortly after the 30% Submittal with representatives from the City and Airport to review the 30% submittal package and discuss any comments from these agencies.

g. Plans-in-Hand Site Visit: Shortly after the 30% Submittal and before proceeding with the remainder of the project, Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field, such as utilities infrastructure and structures (visible in the field), grades, project limits, etc.

10. DESIGN DEVELOPMENT (60% Document Review):

10.1 Based on the approved Schematic Design Documents and any adjustments in the scope or quality of the project or in the construction budget authorized by City, Consultant must prepare for approval by City the 60% Design Development Documents. Consultant must prepare and submit the following:

a. Construction Phasing Workshop: Consultant will meet with representatives from the City and Airport in a workshop setting to review considerations for construction duration(s), construction cost impacts, impacts to airport operations, safety, and accessibility with the ultimate outcome of developing a preferred construction phasing methodology.

b. 60% Design Plans: The 60% plans submission shall include the plan sheets noted in the 30% design plans and shall also include detailed construction phasing and aircraft detouring plans, and construction details.

c. Draft Technical Specifications: Technical specifications and special provisions, and FAA general provisions as needed will be compiled and developed for review by the City and Airport.

d. 60% Quantities and EOPCC: Based on the 60% design plans and technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.

e. Draft CSPP: A CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.

f. Internal QA/QC Project Review: (See Task 4)

g. 60% City/Airport Review Meeting: This meeting will be held shortly after the 60% Submittal with representatives from the City and Airport to review the 60% submittal package. The team will discuss any comments from the City and Airport.

11. CONSTRUCTION DOCUMENTS (95% Document Review):

11.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the project or in the construction budget authorized by City, Consultant must prepare, for approval by City, the 95% Construction Documents. Consultant must prepare and submit the following:

a. 95% Design Plans: The 95% plans submission shall include the plan sheets noted in the 60% design plans.

b. Pre-Final Technical Specifications: Technical specifications and special provisions, and FAA general provisions as needed will be compiled and developed for final review/approval by the City and Airport.

c. 95% Quantities and EOPCC: Based on the 95% design plans and technical specifications, Consultant shall develop an EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.

d. Pre-Final EDR: The EDR shall provide all the design criteria and standards used in developing the construction documents (i.e., plans and technical specifications) and document the work and results of investigative efforts.

e. Pre-Final CSPP: A CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.

f. Internal QA/QC Project Review: (See Task 4)

g. 95% City/Airport Review Meeting: This meeting will be held shortly after the 95% Submittal with representatives from the City and Airport to review the 95% submittal package. The team will discuss any comments from these agencies.

h. Plans-in-Hand Site Visit: Shortly after the 95% Submittal and before the 100% Submittal, Consultant will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, pavement markings, general slopes, project limits, etc.

12. BID DOCUMENTS (100% Sealed Documents):

12.1 Based on the approved Construction Documents and any further adjustments in the scope or quality of the project or in the construction budget authorized by City, Consultant must prepare for approval by City the 100% Final Construction Documents. Consultant must prepare and submit the following:

a. Final Design Plans: The sealed final design plans shall include the plan sheets noted in the 60% design plans.

b. Final Design Alignments and Grading Model: The design CAD files used to prepare the final design plans shall be packaged and provided for use in construction.

c. Final Technical Specifications: The sealed final technical specifications, special provisions, and FAA general provisions as needed will be compiled and developed for bidding.

d. Final Quantities and EOPCC: Based on the 100% design plans and technical specifications, Consultant shall develop a 100% EOPCC on a unit price basis. Unit pricing will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.

e. Final EDR: The sealed final EDR shall provide all the design criteria and standards used in developing the construction documents (i.e., plans and technical specifications) and document the work and results of investigative efforts.

f. Final CSPP: The final CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The final CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2G.

g. OE/AAA Submittal: A 7460-1 Site Exhibit will be prepared and Consultant will upload this with the final CSPP submission to the FAA Airspace Review website, Obstruction Evaluation and Airport Airspace Analysis (OE/AAA).

h. Internal Final QA/QC Project Review: (See Task 4)

13. BID & AWARD:

13.1 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.

a. Pre-Bid Meeting: Consultant will attend the pre-bid meeting and assist the City/Airport in conducting as needed. Consultant, upon the request of the City, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Consultant shall also assist the City in developing and submitting the pre-bid meeting minutes.

13.2 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.

a. Contractor Questions: Consultant will coordinate, address, and appropriately respond to contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed.

13.3 Prepare addenda for review and approval by City. City will distribute.

a. Bid Addenda: Pending contractors' reviews, comments, and questions, Consultant will assist the City in developing and issuing up to two (2) addendums, including revisions to contract documents (i.e. plans and technical specifications). It should be noted that the hours provided in the Estimated Manhour matrix contained herein is estimated for a maximum of two (2) addenda.

13.4 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences.

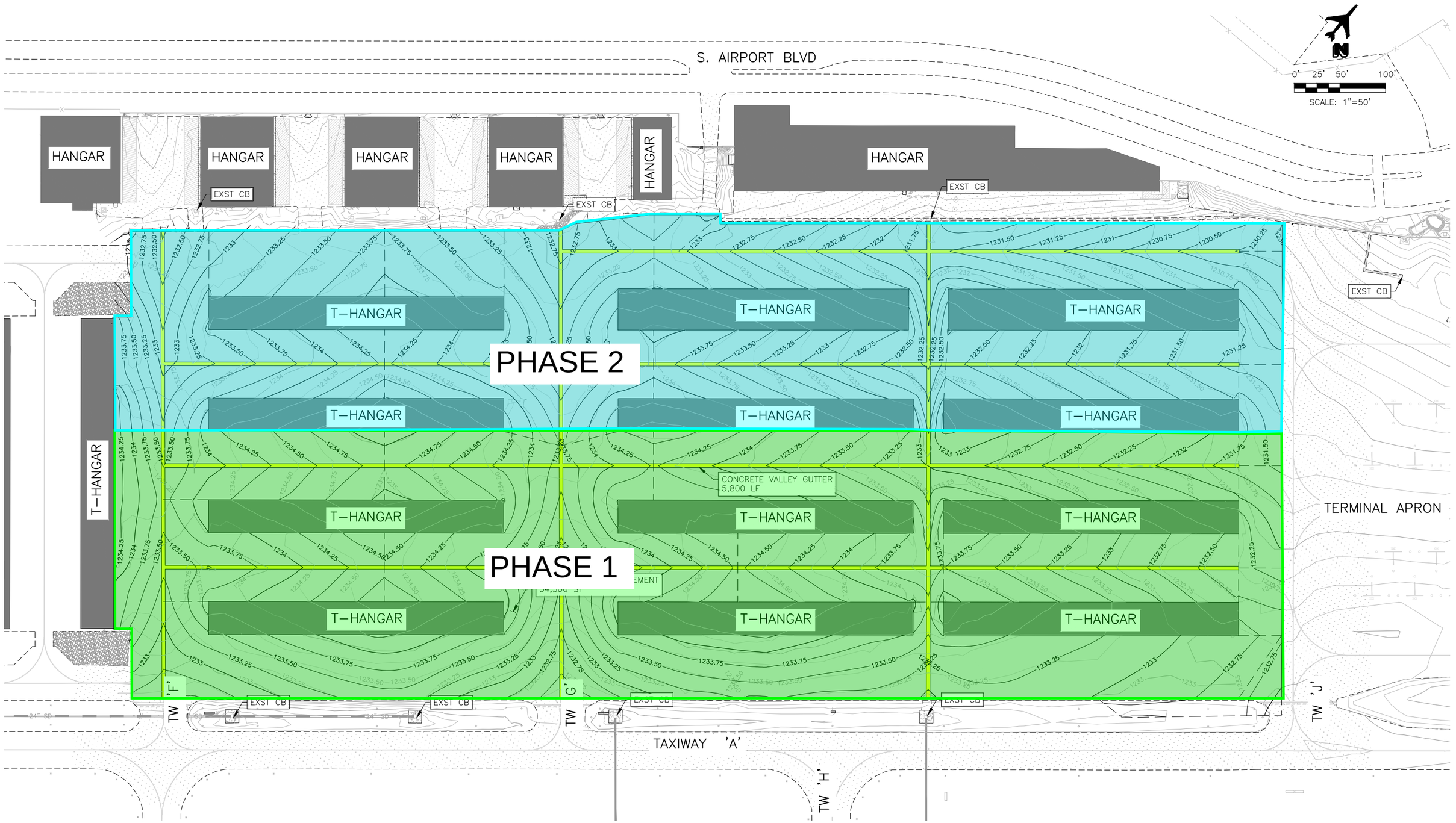
a. Bid Opening Meeting: Consultant will attend the bid opening meeting at the City of Chandler City Hall.

b. Bid Tabulation and Recommendation: Consultant will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the EOPCC and other bids submitted. Consultant will provide a bid summary letter noting inconsistencies, results and a recommendation for the lowest responsible, responsive bidder.

14. PERIOD OF SERVICE (MILESTONES):

14.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have all documents submitted within **365** calendar days of the date indicated on the Notice to Proceed.

14.2 Consultant must complete all services specified herein in accordance with the Production Schedule attached. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.



Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY:
DRAWN BY:
SHEET CHK'D BY:
CROSS CHK'D BY:
APPROVED BY:
DATE:

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT

HANGAR AREA PAVEMENT REHABILITATION ASSESSMENT ALTERNATIVE NO. 5

PROJECT NO. 1021015.06
FILE NAME: CHD HANGAR TAXILANES - EXHIBIT.DWG

EXHIBIT "B"
COMPENSATION AND FEES

DIBBLE

EXHIBIT "B-1"
Lump Sum Cost Per Task

	TASK DESCRIPTION			SUBTOTAL
Task 1.0	**Project Description & Scope of Construction**			
Task 2.0	**Assignment**			
Task 3.0	**Project Schedule**			**$ 6,726.00**
3.1	Production Schedule	*$*	*1,206.00*	
3.3	Monthly Design and Progress Reports	*$*	*5,520.00*	
Task 4.0	**Quality Control**			**$ 31,276.00**
4.1	Prepare Quality Control Plan	*$*	*1,836.00*	
4.2	30%, 60%, 95% & 100% Submittals QA/QC	*$*	*29,440.00*	
Task 5.0	**Preliminary Research (Complete)**			**$ -**
Task 6.0	**Utility/Agency Coordination**			**$ 2,368.00**
6.3	Coordination with Utilities (PIPG)	*$*	*2,368.00*	
Task 7.0	**Geotechnical Investigation (Complete)**			**$ -**
Task 8.0	**Programming**			**$ 14,832.00**
8.1a	Project Kick-Off Meeting	*$*	*1,824.00*	
8.2a	Project Coordination Meetings	*$*	*13,008.00*	
Task 9.0	**Schematic Design (30% Document Review)**			**$ 86,196.00**
9.1a	Drainage Memorandum	*$*	*15,952.00*	
9.1b	30% Design Plans	*$*	*47,600.00*	
9.1c	30% Quantities and EOPCC	*$*	*7,192.00*	
9.1d	Draft EDR	*$*	*12,380.00*	
9.1e	30% City/Airport Review Meeting	*$*	*1,824.00*	
9.1f	Plans-in-Hand Site Visit	*$*	*1,248.00*	
Task 10.0	**Design Development (60% Document Review)**			**$ 81,976.00**
10.1a	Construction Phasing Workshop	*$*	*2,564.00*	
10.1b	60% Design Plans	*$*	*48,760.00*	
10.1c	Draft Technical Specifications	*$*	*12,080.00*	
10.1d	60% Quantities and EOPCC	*$*	*3,468.00*	
10.1e	Draft CSPP	*$*	*13,280.00*	
10.1f	60% City/Airport Review Meeting	*$*	*1,824.00*	

DIBBLE

EXHIBIT "B-1"
Lump Sum Cost Per Task

	TASK DESCRIPTION		SUBTOTAL	
Task 11.0 Construction Documents (95% Document Review)				**$ 39,476.00**
11.1a	95% Design Plans	$	20,568.00	
11.1b	Pre-Final Technical Specifications	$	2,396.00	
11.1c	95% Quantities and EOPCC	$	3,468.00	
11.1d	Pre-Final EDR	$	4,836.00	
11.1e	Pre-Final CSPP	$	5,136.00	
11.1f	95% City/Airport Review Meeting	$	1,824.00	
11.1g	Plans-in-Hand Site Visit	$	1,248.00	
Task 12.0 Bid Documents (100% Sealed Documents)				**$ 27,636.00**
12.1a	Final Design Plans	$	13,032.00	
12.1b	Final Design Alignments and Grading Model	$	1,544.00	
12.1c	Final Technical Specifications	$	2,268.00	
12.1d	Final Quantities and EOPCC	$	3,238.00	
12.1e	Final EDR	$	2,568.00	
12.1e	Final CSPP	$	2,868.00	
12.1f	OE/AAA Submittal	$	2,118.00	
Task 13.0 Contractor Coordination / Bidding				**$ 15,592.00**
13.1a	Pre-Bid Meeting	$	1,824.00	
13.2a	Contractor Questions	$	3,976.00	
13.3a	Bid Addendums (up to 2)	$	5,916.00	
13.4a	Bid Opening Meeting	$	1,480.00	
13.4b	Bid Tabulation & Recommendation	$	2,396.00	
ALLOWANCES & SUB-CONSULTANT COSTS				**$ 22,500.00**
14.1	Allowance for Printing Expenses at Direct Cost	$	2,000.00	
14.2	Allowance for Mileage to Meetings and Site Visits	$	500.00	
14.3	Owner's Allowance (T&M, NTE)	$	20,000.00	
	TOTAL COST:			**$ 328,578.00**

EXHIBIT "B-2"
Hours and Rates

	TASK DESCRIPTION	Principal Ryan Toner $ 250.00	Sr. Project Manager Duane Dana $ 230.00	Sr. Eng / QAQC Manager Vince Gibbons $ 210.00	Project Engineer Mark Hall $ 172.00	Assistant Engineer Eryn Guevara $ 140.00	Senior Designer Darin Oakley $ 150.00	< PROJECT ROLE < HOURLY RATES	TOTAL HOURS PER TASK
Task 1.0	**Project Description & Scope of Construction**								
Task 2.0	**Assignment**								
Task 3.0	**Project Schedule**	**0**	**27**	**0**	**3**	**0**	**0**		**30**
3.1	Production Schedule		3		3			*6*	
3.3	Monthly Design and Progress Reports		24					*24*	
Task 4.0	**Quality Control**	**64**	**2**	**64**	**8**	**0**	**0**		**138**
4.1	Prepare Quality Control Plan		2		8			*10*	
4.2	30%, 60%, 95% & 100% Submittals QA/QC	64		64				*128*	
Task 5.0	**Preliminary Research (Complete)**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Task 6.0	**Utility/Agency Coordination**	**0**	**0**	**0**	**4**	**12**	**0**		**16**
6.3	Coordination with Utilities (PIPG)				4	12		*16*	
Task 7.0	**Geotechnical Investigation (Complete)**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Task 8.0	**Programming**	**0**	**28**	**0**	**26**	**28**	**0**		**82**
8.1a	Project Kick-Off Meeting		4		2	4		*10*	
8.2a	Project Coordination Meetings		24		24	24		*72*	
Task 9.0	**Schematic Design (30% Document Review)**	**0**	**48**	**16**	**118**	**160**	**194**		**536**
9.1a	Drainage Memorandum		8	16	16	40	16	*96*	
9.1b	30% Design Plans		24		40	80	160	*304*	
9.1c	30% Quantities and EOPCC		4		16	8	16	*44*	
9.1d	Draft EDR		8		40	24	2	*74*	
9.1e	30% City/Airport Review Meeting		4		2	4		*10*	
9.1f	Plans-in-Hand Site Visit				4	4		*8*	

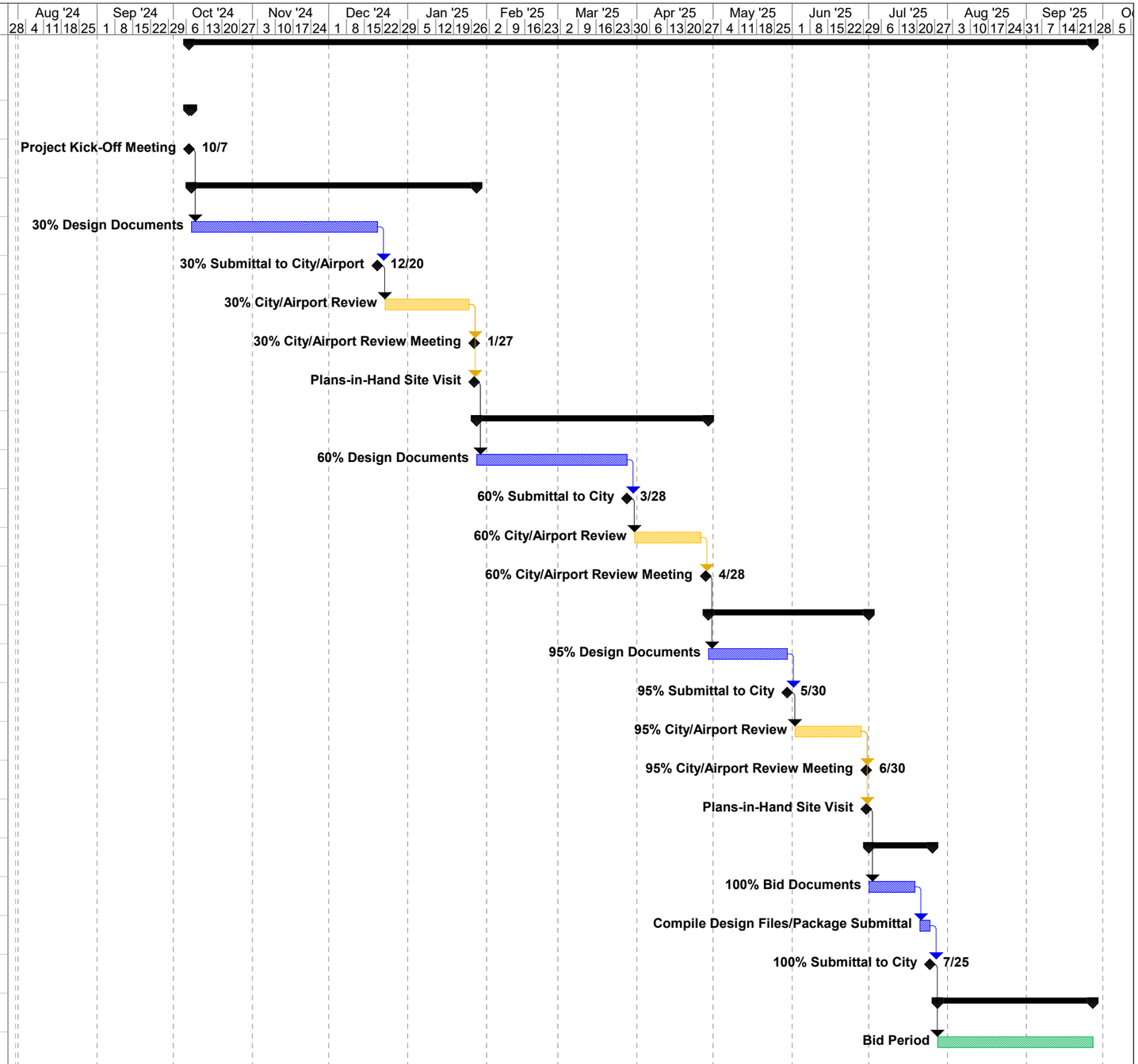
EXHIBIT "B-2"
Hours and Rates

	TASK DESCRIPTION	Principal	Sr. Project Manager	Sr. Eng / QAQC Manager	Project Engineer	Assistant Engineer	Senior Designer	< PROJECT ROLE	
		Ryan Toner	Duane Dana	Vince Gibbons	Mark Hall	Eryn Guevara	Darin Oakley		
		$ 250.00	$ 230.00	$ 210.00	$ 172.00	$ 140.00	$ 150.00	< HOURLY RATES	
								TOTAL HOURS PER TASK	
Task 10.0	**Design Development (60% Document Review)**	**0**	**44**	**0**	**128**	**146**	**196**		**514**
10.1a	Construction Phasing Workshop		6		2	6		*14*	
10.1b	60% Design Plans		16		40	80	180	*316*	
10.1c	Draft Technical Specifications		8		40	24		*72*	
10.1d	60% Quantities and EOPCC		2		4	8	8	*22*	
10.1e	Draft CSPP		8		40	24	8	*80*	
10.1f	60% City/Airport Review Meeting		4		2	4		*10*	
Task 11.0	**Construction Documents (95% Document Review)**	**0**	**24**	**0**	**58**	**92**	**74**		**248**
11.1a	95% Design Plans		8		24	40	60	*132*	
11.1b	Pre-Final Technical Specifications		2		8	4		*14*	
11.1c	95% Quantities and EOPCC		2		4	8	8	*22*	
11.1d	Pre-Final EDR		4		8	16	2	*30*	
11.1e	Pre-Final CSPP		4		8	16	4	*32*	
11.1f	95% City/Airport Review Meeting		4		2	4		*10*	
11.1g	Plans-in-Hand Site Visit				4	4		*8*	
Task 12.0	**Bid Documents (100% Sealed Documents)**	**0**	**12**	**0**	**38**	**56**	**70**		**176**
12.1a	Final Design Plans		4		16	24	40	*84*	
12.1b	Final Design Alignments and Grading Model				2		8	*10*	
12.1c	Final Technical Specifications		2		4	8		*14*	
12.1d	Final Quantities and EOPCC		1		4	8	8	*21*	
12.1e	Final EDR		2		4	8	2	*16*	
12.1e	Final CSPP		2		4	8	4	*18*	
12.1f	OE/AAA Submittal		1		4		8	*13*	

EXHIBIT "B-2"
Hours and Rates

	TASK DESCRIPTION	Principal Ryan Toner $ 250.00	Sr. Project Manager Duane Dana $ 230.00	Sr. Eng / QAQC Manager Vince Gibbons $ 210.00	Project Engineer Mark Hall $ 172.00	Assistant Engineer Eryn Guevara $ 140.00	Senior Designer Darin Oakley $ 150.00	< PROJECT ROLE < HOURLY RATES	TOTAL HOURS PER TASK
Task 13.0	**Contractor Coordination / Bidding**	**0**	**16**	**0**	**26**	**36**	**16**		**94**
13.1a	Pre-Bid Meeting		4		2	4		*10*	
13.2a	Contractor Questions		4		8	12		*24*	
13.3a	Bid Addendums (up to 2)		2		8	12	16	*38*	
13.4a	Bid Opening Meeting		4			4		*8*	
13.4b	Bid Tabulation & Recommendation		2		8	4		*14*	

ID	Task Name	Work Days	Calendar Days	Start	Finish	Predecessors
1	**Hangar Area Pavement Reconstruction - Design Schedule**	**248 days**	**355 days**	**Mon 10/7/24**	**Fri 9/26/25**	
2	**PRE-DESIGN PHASE**	**1 day**	**1 day**	**Mon 10/7/24**	**Mon 10/7/24**	
3	Project Kick-Off Meeting	1 day	1 day	Mon 10/7/24	Mon 10/7/24	
4	**30% SCHEMATIC DESIGN**	**73 days**	**112 days**	**Tue 10/8/24**	**Mon 1/27/25**	
5	30% Design Documents	51 days	73 days	Tue 10/8/24	Thu 12/19/24	3
6	30% Submittal to City/Airport	1 day	1 day	Fri 12/20/24	Fri 12/20/24	5
7	30% City/Airport Review	20 days	33 days	Mon 12/23/24	Fri 1/24/25	6
8	30% City/Airport Review Meeting	1 day	1 day	Mon 1/27/25	Mon 1/27/25	7
9	Plans-in-Hand Site Visit	1 day	1 day	Mon 1/27/25	Mon 1/27/25	7
10	**60% DESIGN DEVELOPMENT**	**65 days**	**91 days**	**Tue 1/28/25**	**Mon 4/28/25**	
11	60% Design Documents	43 days	59 days	Tue 1/28/25	Thu 3/27/25	9
12	60% Submittal to City	1 day	1 day	Fri 3/28/25	Fri 3/28/25	11
13	60% City/Airport Review	20 days	26 days	Mon 3/31/25	Fri 4/25/25	12
14	60% City/Airport Review Meeting	1 day	1 day	Mon 4/28/25	Mon 4/28/25	13
15	**95% CONSTRUCTION DOCUMENTS**	**45 days**	**63 days**	**Tue 4/29/25**	**Mon 6/30/25**	
16	95% Design Documents	23 days	31 days	Tue 4/29/25	Thu 5/29/25	14
17	95% Submittal to City	1 day	1 day	Fri 5/30/25	Fri 5/30/25	16
18	95% City/Airport Review	20 days	26 days	Mon 6/2/25	Fri 6/27/25	17
19	95% City/Airport Review Meeting	1 day	1 day	Mon 6/30/25	Mon 6/30/25	18
20	Plans-in-Hand Site Visit	1 day	1 day	Mon 6/30/25	Mon 6/30/25	18
21	**FINAL 100% BID-READY DOCUMENTS**	**19 days**	**25 days**	**Tue 7/1/25**	**Fri 7/25/25**	
22	100% Bid Documents	14 days	18 days	Tue 7/1/25	Fri 7/18/25	20
23	Compile Design Files/Package Submittal	4 days	4 days	Mon 7/21/25	Thu 7/24/25	22
24	100% Submittal to City	1 day	1 day	Fri 7/25/25	Fri 7/25/25	23
25	**BID PHASE**	**45 days**	**61 days**	**Mon 7/28/25**	**Fri 9/26/25**	
26	Bid Period	45 days	61 days	Mon 7/28/25	Fri 9/26/25	24



Design Production Schedule
CHD Hangar Area Pavement Reconstructi
Dibble - 8/2/2024

Task	External Tasks	Inactive Summary	Start-only	Deadline
Split	External Milestone	Manual Task	Finish-only	
Milestone	Inactive Task	Duration-only	External Tasks	
Summary	Inactive Milestone	Manual Summary Rollup	External Milestone	
Project Summary	Inactive Milestone	Manual Summary	Progress	

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

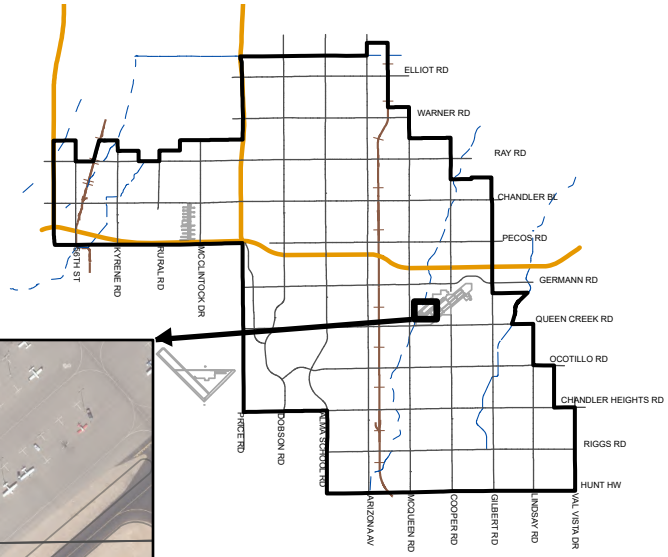
Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

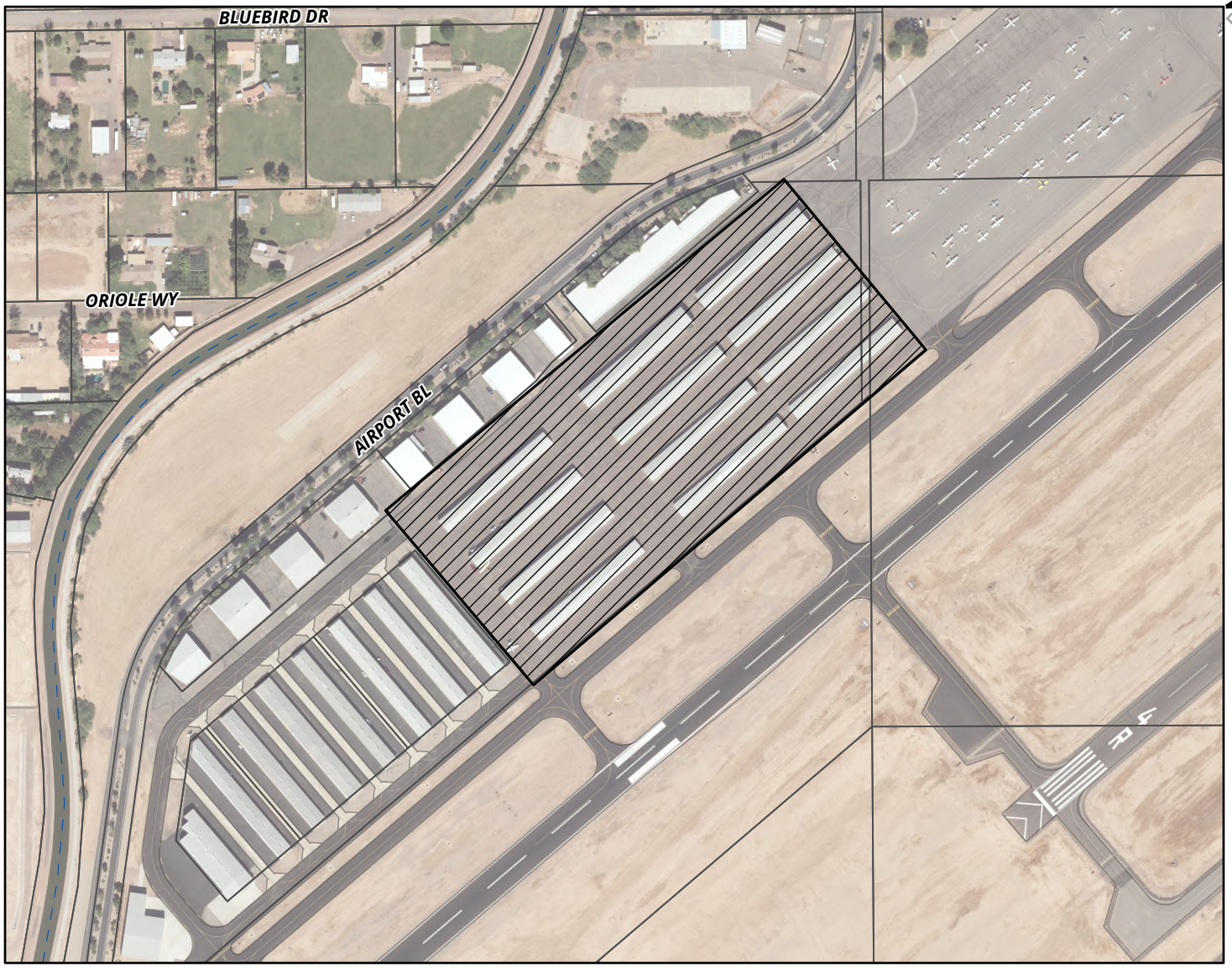
N/A

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

HANGAR AREA
PAVEMENT RECONSTRUCTION
AI2501.201





MEMO NO. CP25-037

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-037\CP25-037\CP25-037.aprx 9/6/2024 RandyE

ITEM 2

City Council Memorandum **City Clerk's Office** **Memo No.**

Date: October 17, 2024
To: Mayor and Council
From: Dana DeLong, City Clerk
Subject: Resolution No. 5845, Setting the 2025 City Council Regular Meeting Schedule

Proposed Motion:

Move City Council pass and adopt Resolution No. 5845, setting the 2025 City Council Regular Meeting Schedule.

Background/Discussion

Section 2.12 of the City Charter and Section 2-1 of the City Code require the Chandler City Council to meet regularly at least twice a month.

Resolution No. 5845 proposes the City Council meeting schedule for the 2025 calendar year. An effort has been made to set meeting dates in order to avoid conflicts with holidays, observances, and conferences. Special meetings may be called as needed. All meetings are scheduled to begin at 6:00 p.m.

Attachments

Resolution 5845 - 2025 Meeting Schedule

RESOLUTION NO. 5845

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA SETTING FORTH THE DATES OF THE REGULAR MEETINGS OF THE CHANDLER CITY COUNCIL FOR THE 2025 CALENDAR YEAR.

WHEREAS, Section 2.12 of the City Charter and Section 2-1 of the City Code require the Chandler City Council to meet regularly at least twice each month; and

WHEREAS, due to conferences, vacation schedules and holidays, it is necessary to change the dates of certain regularly scheduled City Council meetings.

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

Section 1. Sets the regular meeting dates of the Chandler City Council for the 2025 calendar year as listed in Exhibit A. Meetings will be scheduled to begin at 6:00 p.m. unless otherwise noted. Special meetings will be called as needed.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5845 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of October 2024, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Resolution No. 5845, Exhibit A
2025 City Council Meeting Dates

Study Session	Regular Meeting
No Study Session	January 9, 2025 - Council Installation
No Study Session	January 23, 2025
February 3, 2025	February 6, 2025
No Study Session	February 20, 2025
	*March 24, 2025 Regular & Study Session
	March 27, 2025
April 7, 2025	April 10, 2025
April 21, 2025	April 24. 2025
May 5, 2025	May 8, 2025
May 19, 2025	May 22, 2025
June 9, 2025	June 12, 2025
June 23 2025	June 26, 2025
	*July 14, 2025 Regular & Study Session
	July 17, 2025
	*August 11, 2025 Regular & Study Session
	August 14, 2025
	*September 15, 2025 Regular & Study Session
	September 18, 2025
	*October 13, 2025 Regular & Study Session
	October 16, 2025
	*November 10, 2025 Regular & Study Session
	November 13, 2025
	*December 8, 2025 Regular & Study Session
	December 11, 2025

*During the weeks identified, when two regular meetings are scheduled, a Study Session will be held following Monday's Regular meeting to review items that will be presented and acted upon at Thursday's Regular meeting

ITEM 3

CHANDLER arizona
Community of Innovation

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

Date:	October 17, 2024
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Boards and Commissions Member Appointments

Proposed Motion:

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

Citizens' Panel for Review of Police Complaints and Use of Force
Appoint Hilary Jenkins
Appoint Jeff Jones

Domestic Violence Commission
Appoint Beth Brizel

Human Relations Commission
Appoint Jevan Bremby

Mayor's Committee for People with Disabilities
Appoint Geoffrey Foote

Resident Bond Exploratory Subcommittees
Resident Bond Parks and Recreation Subcommittee
Appoint Jacob Marson

Attachments

Citizens Panel for Review Hilary Jenkins
Citizens Panel for Review Jeff Jones
Domestic Violence Commission Beth Brizel

Human Relations Commission Jevan Bremby
Mayor's Committee for People with Disabilities Geoffrey Foote

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler [redacted]
Sun 2/12/2023 10:30 PM
[redacted]

Submitted on Sun, 02/12/2023 - 09:17 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

Select the board(s) that you wish to be considered for

Selection 1
Citizens' Panel for Review of Police Complaints and Use of Force

Name
Hilary Jenkins

Phone
[redacted]

Email
[redacted]

Address
[redacted]
Chandler, Arizona. 85249

Profession
Retired FBI Supervisory Special Agent

Employer
Jenkins Research and Consulting LLC

How many years have you lived in Chandler
8

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I began my law enforcement career in 1975, by serving in the U.S. Army as a Military Police Officer. Upon an honorable discharge in 1978, I returned to civilian life and was hired in 1979 as a Police Officer in Deerfield, Illinois, which is a suburb of Chicago. In 1984, I was selected and appointed as a Special Agent in the FBI. After a 21 year career in the Bureau, I retired and went to work in private industry as a Director of Security. Over the past 17 years, I've held various management positions in Safety and Security, Consulting and Investigations. In 2021, I formed my own Private Investigation Agency and I now continue to work in selective investigative assignments on a part-time basis.

Board/Committee Experience
I've served voluntarily on various committees throughout my professional career, some ad hoc, which included serving on several different task forces formed with different members to address a crime problem. I also served voluntarily on the following committees in my personal life: Seven years on a High School All Night Party Committee as the Security representative, seven years as a Delegation Leader on a Sports, Leadership and Fine Arts Camp Committee, member of a Building Committee at church for 5 years, which also included short term membership on a Pastor Search Committee.

Briefly explain why you would like to serve on the board / commission
I have a strong desire to serve my city. I'm grateful to have lived in Chandler for the past eight years and I take pride in the city and its government. I m excited for the opportunity to give something back to my community by serving as a member of the citizens' panel. My 30 years of service in law enforcement, with 21 as a Supervisory Special Agent in the Federal Bureau of Investigation, provided me exposure to the complex and delicate nature of a citizen review process. As a retiree and resident of Chandler, I understand the importance of working closely with members in the community to build trust and strengthen a relationship with our police department, to better serve the community and its residents. My career background experience and retiree status give me a unique perspective which I believe is necessary to harmonize a citizen review process. As I understand the process, based on the types of complaints that may be reviewed and use of force considerations, Im able to offer valuable contributions. This shared understanding will be helpful and serve as an additional asset to the Chief of Police in decision making, from an advisory position. Im dedicated to serving my community and will commit to serving a full three-year term. I meet all the service requirements to include completion of the Chandler Police Department's Citizens' Police Academy in 2016. I look forward to serving in the city I love and contributing to the efforts of local law enforcement with my citizen cooperation and participation.

Referred By
Sergeant Michael Prendergast

Please check the box to the left to indicate that you have read the above statement.
Yes

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Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler [redacted]
Wed 11/1/2023 7:20 AM
[redacted]

Submitted on Wed, 11/01/2023 - 07:01 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

Select the board(s) that you wish to be considered for

Selection 1
Citizens' Panel for Review of Police Complaints and Use of Force

Name
Jeff Jones

Phone
[redacted]

Email
[redacted]

Address
[redacted]
Chandler, Arizona. 85249

Profession
Operation ManagementFinance

Employer
Retired

How many years have you lived in Chandler
24

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I had 30 Year career in Banking and Finance before being sidlined with health issues. Part of my time with Chase Bank, I worked in process improvement teams as a Six Sigma black belt. As a result I am very familiar critically evaluating processes.

Board/Committee Experience
None

Briefly explain why you would like to serve on the board / commission
I am a volunteer for CPD and I just finished the citizens police academy. I would like to continue with, as well as broaden the ways I can serve Chandler and the CPD.

Please check the box to the left to indicate that you have read the above statement.
Yes

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Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler [redacted]
Fri 1/13/2023 2:44 PM
[redacted]

Submitted on Fri, 01/13/2023 - 02:23 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

Select the board(s) that you wish to be considered for

Selection 1
Domestic Violence Commission

Name
Elizabeth Brizel

Phone
[redacted]

Email
[redacted]

Address
[redacted]
Chandler, Arizona. 85226

Profession
Business Owner and Recruiter

Employer
Recruiting Connection LLC

How many years have you lived in Chandler
28

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I am a member of the Chandler Chamber of Commerce as well as on their DEI committee.

Board/Committee Experience
I am very involved in my community. I am currently serving on the Library Board - I was President last year. I served on the Kyrene governing Board from 2010 - 2014. I was VP in 2012 and President 2013. I was the Chair for the Tempe Union High School District Bond and Override elections in 2015 and 2017. I was the Vice-Chair this past election - 2022 election. I served on my HOA Board 2014 - 2020.

Briefly explain why you would like to serve on the board / commission
I am very interested in serving on the DV commission because when my daughter was in high school she was in an abusive relationship. The Corona Del Sol SRO contacted me December 2015 and notified me of how serious the situation was. With her assistance I received on Order of Protection from the Chandler family court. His parents appealed and the order was vacated. I had to go back to the court in January 2016 and the order of protection was re-instated. I understand first-hand what DV can do to a victim and her family. I would like to be an advocate for anyone that is in an abusive relationship. Thank you for your consideration.

Referred By
Eduarda Schroder

Please check the box to the left to indicate that you have read the above statement.
Yes

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler [redacted]
Mon 7/15/2024 1:06 PM
[redacted]

Submitted on Mon, 07/15/2024 - 09:59 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

Select the board(s) that you wish to be considered for

Selection 1
Human Relations Commission

Name
Jevan Bremby

Phone
[redacted]

Email
[redacted]

Address
[redacted]
Chandler, Arizona. 85224

Profession
Research Project Manager

Employer
University of Kansas

How many years have you lived in Chandler
2

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I have 8-plus years providing backbone strategic support services to state and local human service agencies and organizations with University of Kansas Center for Public Partnerships and Research (KU-CPPR). I have led or supported projects related to early childhood, housing, out-of-school time, substance use disorder, and social equity and justice; and led multiple strategic planning and change management initiatives. MA in applied behavioral sciences, specialization in community health.

Board/Committee Experience
Just Food (Douglas County Food Bank): Board President, Governance Committee Chair, Development Committee. Lawrence Arts Center: Board member, national advisory board, advocacy committee. University of Kansas Office of Research DEIB working group: KU Achievement and Assessment Institute (KU AAI) Representative; AAI DEIB Working Group: Lead, CPPR Representative; CPPR DEIB Committee: Lead.

Briefly explain why you would like to serve on the board / commission
I am deeply passionate about holistic community health and wellbeing, which I believe are the result of systems that facilitate community members relating to one another in healthy, mutually-supportive, values-conscious ways. I have a wealth of experience promoting equity and justice within organizations and across community settings through innovative strategic solutions. From what I can tell, even as a newer community member, Chandler seems to be seeing real, tangible dividends from its efforts to generate a shared identity defined by a respect for and appreciation of diversity through the celebration of cultural unifiers (e.g., arts, food, history) and thoughtful community planning. I hope to be able to contribute my skills, experience, and insights toward that success, while also gaining a better understanding of my community.

Please check the box to the left to indicate that you have read the above statement.
Yes

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler [redacted]
Thu 1/11/2024 10:08 PM
[redacted]

Submitted on Thu, 01/11/2024 - 09:13 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

Select the board(s) that you wish to be considered for

Selection 1
Mayor's Committee for People with Disabilities

Selection 2
Parks and Recreation Board

Selection 3
Citizens' Panel for Review of Police Complaints and Use of Force

Name
Geoffrey Foote

Phone
[redacted]

Email
[redacted]

Address
[redacted]
Chandler, Arizona. 85248

Profession
Operations Support Specialist

Employer
ResCare Arizona Inc.

How many years have you lived in Chandler
26

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
Bachelors of Art- Sociology; Associate of Arts- Psychology; 28 years experience working with individuals with developmental disabilities; past- 15 years with the AZ Division of Developmental Disabilities- 6 years as District Program Manager; Current Operations Support Specialist over the Quality Assurance unit for an agency that serves developmentally disabled; Past certified trainer- AZ Division of Developmental Disabilities; Certified Investigator and lead investigator for Arizona with the current agency; Past High School Basketball coach- Junior Varsity 4 years and assistant to varsity for 4 years; Past Recreation Instructor and coach of multiple youth sports for Parks and Recreation Division in California; Past elementary 5th grade teacher for 1 year in Arizona.

Board/Committee Experience
Past chairperson and committee member over the Program Review Committee with the AZ Division of Developmental Disabilities- review behavior plans for individuals with developmental disabilities; Presented to the Human Rights Committees for individuals with developmental disabilities in multiple areas of Arizona; Committee to develop curriculum and write the guides for the new employees in the state for the AZ Division of Developmental Disabilities; Safety Committee lead and member for the state of Arizona with current agency.

Briefly explain why you would like to serve on the board / commission
I am interested in working more directly with and having more of a direct impact in the city I have resided in since 1998. I have witnessed many changes in the city of Chandler over the years and had a child go through the public school system from kindergarten through high school graduation. I would like to share my knowledge, my passion and bring ideas while also learning more about the internal functions of the boards and commissions and the city. My experience is a good fit for the boards and commissions listed with my extensive experience in the field of developmental disabilities and past experience with coaching and in the field of parks and recreation. I also have extensive experience with quality assurance within the field of developmental disabilities including investigations, programming, and fact findings. I also enjoy volunteering and have been involved with special olympics, volunteer coaching with the YMCA and other organizations, volunteer refereeing, volunteering at ultra running events, and teaching survival class at science camp to 5th graders. In addition, I have run more than 160 ultramarathon races including 46 races of 100 miles or more. This experience included running Badwater three times, considered the hardest footrace in the world of 135 miles through Death Valley in July. The ultrarunning experience allows me to further understand dedication, commitment and organization to a cause, and I would bring these traits to any board or commission that I would have the honor to be appointed to.

Please check the box to the left to indicate that you have read the above statement.
Yes

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Corey Povar, Assistant Director
Subject: Agreement No. CS4-988-4668, Amendment No. 1, for Park Mowing Services

Proposed Motion:

Move City Council approve Agreement No. CS4-988-4668, Amendment No. 1, for Park Mowing Services, with Artistic Land Management, Inc., in an amount not to exceed $628,950.20, for a one-year term, November 1, 2024, through October 31, 2025.

Background/Discussion:

The Park Operations and Maintenance Division contracts the turf mowing of 78 individual sites to an external mowing/landscaping vendor. The total turf acreage mowed is 427.8 acres, which also includes several non-park areas located near other city facilities. The park and non-park areas are mowed every week from April through September, three times per month in March and October, and twice per month from November through February. Sports fields are mowed twice per week from June through September. The contract also allows for extra work, such as additional mowing, aeration, weed control, tree removals, fertilization, pre-emergent applications, and emergency landscaping requirements.

Evaluation:

On October 19, 2023, City Council approved an agreement with Artistic Land Management, Inc., for park mowing services, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractor agreed to extend for one year with the same terms and conditions and with a 5% price increase, citing higher costs in labor and materials. Staff reviewed the requested

price increase and found it to be fair and reasonable based on the current market and services provided. Staff recommends extension of the agreement for the term of November 1, 2024, through October 31, 2025. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5219	General Fund	N/A	$628,950.20	N

Attachments

4668 Park Mowing Amendment One

Docusign Envelope ID: EE7BB6E2-733A-4525-8E86-5D95FD28BFCC

City Clerk Document No. _____

City Council Meeting Date: October 17, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
PARK MOWING SERVICES
CITY OF CHANDLER AGREEMENT NO. CS4-988-4668

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 Artistic Land Management, 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, the Parties entered into an agreement for park mowing services (Agreement); and

WHEREAS, the term of the Agreement was November 1, 2023, through October 31, 2024, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period November 1, 2024, through October 31, 2025.

3. Section IV, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $628,950.20.

Docusign Envelope ID: EE7BB6E2-733A-4525-8E86-5D95FD28BFCC

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: _____Mayor_____

FOR THE CONTRACTOR

By: Jose Hernandez

president

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney JMB

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: EE7BB6E2-733A-4525-8E86-5D95FD28BFCC

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

*All pricing listed is tax inclusive

No#	Park & Non-Park / Location	Mowing per Occurrence	Qty	Extended Price
1	AIRPLANE MEMORIAL LANDSCAPING (TURF)	$ 22.05	38	$ 837.90
2	A J CHANDLER PARK (EAST/WEST & POCKET PARK)	$ 72.45	38	$ 2,753.10
3	AMBERWOOD PARK	$ 218.40	38	$ 8,299.20
4	APACHE PARK	$ 144.90	38	$ 5,506.20
5	ARBUCKLE PARK	$ 144.90	38	$ 5,506.20
6	ARMSTRONG PARK	$ 35.70	38	$ 1,356.60
7	ARROWHEAD MEADOWS PARK	$ 727.65	38	$ 27,650.70
8	BLUE HERON PARK	$ 109.20	38	$ 4,149.60
9	BOYS & GIRLS CLUB	$ 109.20	38	$ 4,149.60
10	BROOKS CROSSING PARK	$ 181.65	38	$ 6,902.70
11	CENTENNIAL PARK	$ 218.40	38	$ 8,299.20
12	CHANDLER CENTER FOR THE ARTS	$ 72.45	38	$ 2,753.10
13	CHANDLER MUSEUM MCCULLOUGH-PRICE HOUSE	$ 36.75	38	$ 1,396.50
14	CHUCKWALLA PARK	$ 109.20	38	$ 4,149.60
15	CHUPAROSA PARK	$ 290.85	38	$ 11,052.30
16	CITRUS VISTA PARK	$ 181.65	38	$ 6,902.70
17	COMMONWEALTH MEDIAN LANDSCAPING (TURF)	$ 35.70	38	$ 1,356.60
18	CROSSBOW PARK	$ 181.65	38	$ 6,902.70
19	DESERT BREEZE PARK & (POLICE & FIRE STATION)	$ 873.60	38	$ 33,196.80
20	DESERT OASIS PARK & AQUATIC CENTER	$ 72.45	38	$ 2,753.10
21	DOBSON PARK	$ 181.65	38	$ 6,902.70
22	DOWNTOWN LIBRARY	$ 72.45	38	$ 2,753.10
23	EAST MINI-VIDA PARK	$ 35.70	38	$ 1,356.60
24	ESPEE PARK	$ 436.80	38	$ 16,598.40
25	FIRE STATION 5	$ 72.45	38	$ 2,753.10
26	FIRE STATION 6	$ 35.70	38	$ 1,356.60
27	FIRE STATION 7	$ 22.05	38	$ 837.90
28	FIRE TRAINING CENTER FACILITY	$ 35.70	38	$ 1,356.60
29	FOLLEY PARK (no ballfields)	$ 181.65	38	$ 6,902.70
30	FOLLEY PARK (Area added per this addendum)	$ 342.00	38	$ 12,996.00
31	FOX CROSSING PARK	$ 109.20	38	$ 4,149.60
32	GAZELLE MEADOWS PARK	$ 109.20	38	$ 4,149.60

Docusign Envelope ID: EE7BB6E2-733A-4525-8E86-5D95FD28BFCC

33	HARMONY HOLLOW PARK	$	144.90	38	$ 5,506.20
34	HARRIS PARK	$	35.70	38	$ 1,356.60
35	HARTER PARK	$	144.90	38	$ 5,506.20
36	HOMESTEAD PARK NORTH	$	144.90	38	$ 5,506.20
37	HOMESTEAD PARK SOUTH	$	144.90	38	$ 5,506.20
38	HOOPES PARK	$	144.90	38	$ 5,506.20
39	JACKRABBIT PARK	$	72.45	38	$ 2,753.10
40	LANTANA RANCH PARK	$	109.20	38	$ 4,149.60
41	LA PALOMA PARK	$	254.10	38	$ 9,655.80
42	LOS ALTOS PARK	$	72.45	38	$ 2,753.10
43	LOS ARBOLES	$	109.20	38	$ 4,149.60
44	MAGGIO RANCH PARK	$	109.20	38	$ 4,149.60
45	MEADOWBROOK PARK	$	144.90	38	$ 5,506.20
46	MEMORIAL PLAZA PARK	$	35.70	38	$ 1,356.60
47	MOUNTAIN VIEW PARK	$	218.40	38	$ 8,299.20
48	NAVARETTE PARK	$	109.20	38	$ 4,149.60
49	NOZOMI PARK	$	290.85	38	$ 11,052.30
50	PARK MANORS PARK	$	72.45	38	$ 2,753.10
51	PASEO TRAIL H & ROCKWOOD ESTATES	$	72.45	38	$ 2,753.10
52	PASEO VISTA RECREATION AREA	$	144.90	38	$ 5,506.20
53	PECOS RANCH PARK	$	181.65	38	$ 6,902.70
54	PEQUENO PARK	$	72.45	38	$ 2,753.10
55	PIMA PARK	$	581.70	38	$ 22,104.60
56	PINE SHADOWS PARK	$	109.20	38	$ 4,149.60
57	PINELAKE PARK	$	144.90	38	$ 5,506.20
58	PLAZA LAWN LANDSCAPING (TURF)	$	72.45	38	$ 2,753.10
59	PRICE PARK	$	144.90	38	$ 5,506.20
60	PROVINCES PARK	$	144.90	38	$ 5,506.20
61	PUEBLO ALTO PARK	$	35.70	38	$ 1,356.60
62	QUAIL HAVEN PARK	$	72.45	38	$ 2,753.10
63	ROADRUNNER PARK	$	181.65	38	$ 6,902.70
64	RYAN PARK	$	181.65	38	$ 6,902.70
65	SAN MARCOS PARK	$	181.65	38	$ 6,902.70
66	SAN TAN PARK	$	109.20	38	$ 4,149.60
67	SHAWNEE PARK	$	290.85	38	$ 11,052.30
68	STONEGATE PARK	$	109.20	38	$ 4,149.60

Docusign Envelope ID: EE7BB6E2-733A-4525-8E86-5D95FD28BFCC

69	SUMMIT POINT PARK	$ 22.05	38	$ 837.90
70	SUNDANCE PARK	$ 72.45	38	$ 2,753.10
71	SUNSET PARK	$ 144.90	38	$ 5,506.20
72	THUDE PARK	$ 581.70	38	$ 22,104.60
73	TIBSHRAENY FAMILY PARK & MAMMOTH (ROW)	$ 144.90	38	$ 5,506.20
74	TUMBLEWEED PARK NON-SPORTS FIELDS	$ 1,444.80	38	$ 54,902.40
75	TRADITIONS EAST & WEST (ROW)	$ 72.45	38	$ 2,753.10
76	VALENCIA PARK	$ 144.90	38	$ 5,506.20
77	VETERAN'S OASIS PARK	$ 144.90	38	$ 5,506.20
78	WASHINGTON PARK (TURF LOT)	$ 35.70	38	$ 1,356.60
79	WINDMILLS WEST PARK	$ 109.20	38	$ 4,149.60
80	WINN PARK	$ 72.45	38	$ 2,753.10
	OVERSEED MOWING: (NOVEMBER 1 – FEBRUARY 28)			
1	AIRPLANE MEMORIAL LANDSCAPING (TURF)	$ 28.35	8	$ 226.80
2	A J CHANDLER PARK (EAST/WEST & POCKET PARK)	$ 93.45	8	$ 747.60
3	CHANDLER CENTER FOR THE ARTS	$ 93.45	8	$ 747.60
4	COMMONWEALTH MEDIAN LANDSCAPING (TURF)	$ 46.20	8	$ 369.60
5	DOWNTOWN LIBRARY	$ 93.45	8	$ 747.60
6	FIRE STATION 5	$ 93.45	8	$ 747.60
7	MEMORIAL PLAZA PARK	$ 46.20	8	$ 369.60
8	PLAZA LAWN LANDSCAPING (TURF)	$ 93.45	8	$ 747.60
9	CHUPAROSA TWO (2) SOCCER FIELDS ONLY	$ 215.25	8	$ 1,722.00
10	TUMBLEWEED PARK	$ 1,748.25	8	$ 13,986.00

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ALTERNATE 1

Cost to add a second weekly mowing to Sports Fields (areas outlined in blue on the attached maps) from July 1 – September 30. Sports Fields are located at the following parks.

- **Arrowhead Park (4)**
- **Desert Breeze Park (2)**
- **Espee Park (3)**
- **Nozomi Park (3)**
- **Pima Park (3)**
- **Boys & Girls Club (2)**
- **Shawnee Park (1)**
- **Thude Park (1)**
- **Chuparosa Park (2)**

ALTERNATE 1 – ADDITIONAL SPORTS FIELD MOWINGS (JULY 1 – SEPT. 30):

#	Sports Field	Mowing per Occurrence	Qty	Extended Price
1	ARROWHEAD PARK N/E	$ 157.50	12	$ 1,890.00
2	ARROWHEAD PARK N/W	$ 157.50	12	$ 1,890.00
3	ARROWHEAD PARK S/E	$ 157.50	12	$ 1,890.00
4	ARROWHEAD PARK S/W	$ 157.50	12	$ 1,890.00
5	BOYS & GIRLS CLUB BASEBALL	$ 157.50	12	$ 1,890.00
6	BOYS & GIRLS CLUB MULTI-PURPOSE FIELD	$ 157.50	12	$ 1,890.00
7	CHUPAROSA N/E	$ 157.50	12	$ 1,890.00
8	CHUPAROSA N/W	$ 157.50	12	$ 1,890.00
9	DESERT BREEZE NORTH	$ 157.50	12	$ 1,890.00
10	DESERT BREEZE SOUTH	$ 157.50	12	$ 1,890.00
11	ESPEE 1 N/E	$ 157.50	12	$ 1,890.00
12	ESPEE 2 N/W	$ 157.50	12	$ 1,890.00
13	ESPEE 3 S/W	$ 157.50	12	$ 1,890.00
14	NOZOMI 1 N/E	$ 157.50	12	$ 1,890.00
15	NOZOMI 2 N/W	$ 157.50	12	$ 1,890.00
16	NOZOMI 3 S/W	$ 157.50	12	$ 1,890.00
17	PIMA EAST	$ 157.50	12	$ 1,890.00
18	PIMA MULTI-PURPOSE FIELD	$ 157.50	12	$ 1,890.00
19	PIMA WEST	$ 157.50	12	$ 1,890.00
20	SHAWNEE BALLFIELD	$ 157.50	12	$ 1,890.00
21	THUDE PARK	$ 157.50	12	$ 1,890.00

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ADDITIONAL WORK & LABOR CHARGES (itemized per Hour unless otherwise noted)

EXTRA MAINTENANCE ACTIVITY		RATES per UNIT
Turf Aeration (including equipment)		$ 94.50
Turf pre-emergent application and material		$ 252.00
Turf fertilization application and material		$ 241.50
Power Washing park facilities/amenities (including spray equipment)		$ 47.25
Bobcat (skid-steer) with Operator		$ 157.50
Labor for weed control and material		$ 131.25
Certified Arborist / Tree Worker		$ 126.00
Tree Stump Grinding		$ 89.25
Tree Planting		$ 393.75
Tree Removal – up to 24’		$ 1,260.00
Tree Removal – over 24’		$ 2,625.00
Tree (non-palm) Trimming		$ 682.50
General Labor		$ 31.50
Skilled Labor		$ 38.85
Sprinkler Technician		$ 47.25
Irrigation Repairs		$ 47.25
Shrub & Plant Trimming		$ 42.00
Shrub & Plant Planting		$ 29.40
Landscape Trimming (extra work)		$ 50.40
Pest Control (rodents and insects)		$ 47.25
Landscape tractor with an operator (blade/rake/gannon, etc.)		$ 189.00
Brush Hog mowing		$ 194.25
Backhoe with operator		$ 189.00
Palm Tree Trimming with one (1) year growth	Mexican Fan Palm	$ 68.25
	Date Palm	$ 57.75
	Queen	$ 52.50

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Corey Povar, Assistant Director
Subject: Agreement No. CS4-988-4669, Amendment No. 1, for Park Herbicide Application Services

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Proposed Motion:

Move City Council approve Agreement No. CS4-988-4669, Amendment No. 1, for park herbicide application services, with BrightView Landscape Services, Inc., in an amount not to exceed $320,798.77, for a one-year term, November 1, 2024, through October 31, 2025.

Background/Discussion:

The Community Services Department, Park Operations and Maintenance Division, contracts the turf herbicide of 79 individual sites and the decomposed granite herbicide of 47 individual sites to an external vendor. The total turf acreage for herbicide is 508.2 acres and the total decomposed granite acreage for herbicide is 242.01 acres, which also includes several non-park areas located near other city facilities. Pre-emergent will be applied twice a year to the turf and the decomposed granite, with a six-month warranty for each application. The contractor will monitor the weeds throughout the year, will apply post-emergent to small weed growth, and will manually remove any weeds over six inches tall.

Evaluation:

On October 19, 2023, City Council approved an agreement with BrightView Landscape Services, Inc., for herbicide application services, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one year at the same terms and conditions and with an increase of 1.36%, citing increases in material costs. Staff reviewed the requested increase and found it to be fair and reasonable based on the current market. Staff recommends extension of the agreements for the term of November 1, 2024, through October 31, 2025. This is the first extension of the original agreements.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5219	General Fund	N/A	$320,798.77	N

Attachments

#4669 Herbicide Amendment One

Docusign Envelope ID: 04566C83-005B-4B57-B10E-47DF6D0C70FA

City Clerk Document No. _____

City Council Meeting Date: October 17, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
HERBICIDE APPLICATION SERVICES
CITY OF CHANDLER AGREEMENT NO. CS4-988-4669

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 BrightView Landscape 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, the Parties entered into an agreement for herbicide application services (Agreement); and

WHEREAS, the term of the Agreement was November 1, 2023, through October 31, 2024, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period November 1, 2024, through October 31, 2025.

3. Section IV, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $320,798.77.

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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. 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	**FOR THE CONTRACTOR**
By: _____	By: Nick Perez
	Branch Manager
Its: Mayor	Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 04566C83-005B-4B57-B10E-47DF6D0C70FA

Herbicide Turf Price Sheet:

Price to apply twice a year, tax inclusive

No#	Contract Herbicide Turf Sites	Pre-Emergent applied twice a year. Warranty will be for (6) months. No weeds over 6" during that time.
1	AIRPLANE MEMORIAL LANDSCAPING (TURF)	$ 43.25
2	A J CHANDLER PARK (EAST/WEST & POCKET PARK)	$ 435.05
3	AMBERWOOD PARK	$ 3,045.33
4	APACHE PARK	$ 1,287.33
5	ARBUCKLE PARK	$ 1,195.74
6	ARMSTRONG PARK	$ 290.03
7	ARROWHEAD MEADOWS PARK & AQUATICS	$ 4,518.39
8	BLUE HERON PARK	$ 473.21
9	BOYS & GIRLS CLUB	$ 386.71
10	BROOKS CROSSING PARK	$ 1,638.42
11	CENTENNIAL PARK	$ 2,098.91
12	CHANDLER CENTER FOR THE ARTS	$ 134.84
13	CHANDLER MUSEUM MCCULLOUGH-PRICE HOUSE	NA
14	CHUCKWALLA PARK	$ 742.89
15	CHUPAROSA PARK	$ 3,818.75
16	CITRUS VISTA PARK	$ 1,557.01
17	COMMONWEALTH MEDIAN LANDSCAPING (TURF)	$ 33.07
18	CROSSBOW PARK	$ 1,106.70
19	DESERT BREEZE PARK & (POLICE & FIRE STATION 9)	$ 4,897.46
20	DESERT OASIS PARK & AQUATIC CENTER	$ 78.87
21	DOBSON PARK	$ 2,363.50
22	DOWNTOWN LIBRARY	$ 119.57
23	EAST MINI-VIDA PARK	$ 83.96
24	ESPEE PARK	$ 3,597.41
25	FIRE STATION 5	$ 127.21
26	FIRE STATION 6	$ 48.34
27	FIRE STATION 7	$ 27.99

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28	FIRE TRAINING CENTER FACILITY	$	7.63
29	FOLLEY PARK & AQUATIC CENTER	$	3,187.80
30	FOX CROSSING PARK	$	814.12
31	GAZELLE MEADOWS PARK	$	913.34
32	HARMONY HOLLOW PARK	$	1,432.35
33	HARRIS PARK	$	83.96
34	HARTER PARK	$	1,277.16
35	HOMESTEAD PARK NORTH	$	839.56
36	HOMESTEAD PARK SOUTH	$	811.58
37	HOOPES PARK	$	2,452.55
38	JACKRABBIT PARK	$	234.06
39	LANTANA RANCH PARK	$	788.68
40	LA PALOMA PARK	$	2,668.80
41	LOS ALTOS PARK	$	99.22
42	LOS ARBOLES	$	1,170.30
43	MAGGIO RANCH PARK	$	872.64
44	MEADOWBROOK PARK	$	1,152.49
45	MEMORIAL PLAZA PARK	$	40.71
46	MOUNTAIN VIEW PARK	$	2,668.80
47	NAVARETTE PARK	$	651.30
48	NOZOMI PARK & AQUATIC CENTER	$	1,579.91
49	PARK MANORS PARK	$	55.97
50	PASEO TRAIL H & ROCKWOOD ESTATES	$	269.68
51	PASEO VISTA RECREATION AREA	$	1,060.90
52	PECOS RANCH PARK	$	1,689.31
53	PEQUENO PARK	$	554.62
54	PIMA PARK	$	5,011.95
55	PINE SHADOWS PARK	$	473.21
56	PINELAKE PARK	$	918.43
57	PLAZA LAWN LANDSCAPING (TURF)	$	409.61
58	PRICE PARK	$	1,854.68
59	PROVINCES PARK	$	1,437.44
60	PUEBLO ALTO PARK	$	20.35
61	QUAIL HAVEN PARK	$	933.70
62	ROADRUNNER PARK	$	1,808.88

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63	RYAN PARK	$	2,106.54
64	SAN MARCOS PARK	$	2,317.71
65	SAN TAN PARK	$	615.68
66	SHAWNEE PARK	$	2,910.49
67	SNEDIGAR PARK	$	14,934.08
68	STONEGATE PARK	$	1,246.63
69	SUMMIT POINT PARK	$	22.90
70	SUNDANCE PARK	$	376.53
71	SUNSET PARK	$	1,119.42
72	THUDE PARK	$	5,314.70
73	TIBSHRAENY FAMILY PARK & MAMMOTH (ROW)	$	2,269.37
74	TUMBLEWEED PARK NON-SPORTS FIELDS	$	18,826.61
75	TRADITIONS EAST & WEST (ROW)	$	109.40
76	VALENCIA PARK	$	1,218.64
77	VETERAN'S OASIS PARK	$	559.71
78	WASHINGTON PARK (TURF LOT)	$	45.79
79	WINDMILLS WEST PARK	$	758.15
80	WINN PARK	$	145.02
81	TUMBLEWEED SOFTBALL COMPLEX TURF (ADDED PER AMENDMENT #1)	$	3,400.00

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EXHBIT B PRICING

Herbicide Decomposed Granite Price Sheet:

Price to apply twice a year, tax inclusive

No #	Contract Herbicide DG Sites	Pre-Emergent applied twice a year. Warranty will be for (6) months. No weeds over 6" during that time.
1	AMBERWOOD PARK	$ 1,306.94
2	APACHE PARK	$ 1,058.00
3	ARMSTRONG PARK	$ 311.18
4	ARROWHEAD MEADOWS PARK & AQUATICS	$ 1,867.05
5	BOYS & GIRLS CLUB	$ 466.76
6	BROOKS CROSSING PARK	$ 345.40
7	CENTENNIAL PARK	$ 684.59
8	CHUCKWALLA PARK	$ 373.41
9	CHUPAROSA PARK	$ 3,391.81
10	CITRUS VISTA PARK	$ 902.41
11	CROSSBOW PARK	$ 964.64
12	DESERT BREEZE PARK	$ 4,045.28
13	DOBSON PARK	$ 777.94
14	DOWNTOWN (ALL)	$ 1,555.88
15	ESPEE PARK	$ 3,889.69
16	GAZELLE MEADOWS PARK	$ 1,400.29
17	HARMONY HOLLOW PARK	$ 155.59
18	HARTER PARK	$ 1,089.11
19	HOMESTEAD PARK SOUTH	$ 497.88
20	HOOPES PARK	$ 995.76
21	LOS ARBOLES	$ 2,053.76
22	MAGGIO RANCH PARK	$ 497.88
23	MEADOWBROOK PARK	$ 746.82
24	MOUNTAIN VIEW PARK	$ 2,956.16
25	NAVARETTE PARK	$ 466.76
26	NOZOMI PARK & AQUATICS	$ 2,147.11
27	PEQUENO PARK	$ 560.12
28	PIMA PARK	$ 2,738.34

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29	PINE SHADOWS PARK	$	1,026.88
30	PINELAKE PARK	$	373.41
31	PRICE PARK	$	1,338.05
32	PROVINCES PARK	$	186.71
33	ROADRUNNER PARK	$	964.64
34	RYAN PARK	$	1,275.82
35	SAN MARCOS PARK	$	1,369.17
36	SAN TAN PARK	$	2,302.70
37	SHAWNEE PARK	$	1,960.40
38	STONEGATE PARK	$	933.53
39	SUNDANCE PARK	$	591.23
40	SUNSET PARK	$	124.47
41	THUDE PARK	$	1,089.11
42	TIBSHRAENY FAMILY PARK & MAMMOTH (ROW)	$	1,089.11
43	TUMBLEWEED PARK	$	16,865.70
44	VALENCIA PARK	$	1,213.58
45	VETERAN'S OASIS PARK	$	3,734.10
46	WASHINGTON PARK (TURF LOT)	$	31.12
47	WINDMILLS WEST PARK	$	591.23
48	TUMBLEWEED SOFTBALL COMPLEX GRANITE (ADDED PER AMENDMENT #1)	$	$5,100.00

SYNTHETIC TURF

Price to apply twice a year, tax inclusive

1	TUMBLEWEED SOFTBALL COMPLEX SYNTHETIC TURF	$	1,360.00

The following sites do not require herbicide service in the granite areas at this time but may be added in the future. The herbicide in the turf for these areas shall still be performed.

1	ARBUCKLE PARK		$	1,129.57
2	ARIZONA AVE. SIDEWALKS & MEDIANS		$	444.98
3	ASHLEY TRAIL		$	793.50
4	BASHA CANAL		$	311.18
5	BLUE HERON PARK		$	392.08
6	CHANDLER CENTER FOR THE ARTS		$	155.59
7	CHANDLER MUSEUM MCCULLOUGH-PRICE HOUSE		$	466.76
8	COMMONWEALTH CANAL		$	171.15
9	DESERT BREEZE ROW		$	914.86
10	DESERT OASIS PARK & AQUATICS		$	326.73

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11	FIRE STATION 1		$ 684.59
12	FIRE STATION 2		$ 124.47
13	FIRE STATION 3		$ 311.18
14	FIRE STATION 4		$ 155.59
15	FIRE STATION 5		$ 124.47
16	FIRE STATION 6		$ 217.82
17	FIRE STATION 7		$ 280.06
18	FIRE STATION 8		$ 248.94
19	FIRE STATION 9 & PD		$ 684.59
20	FIRE STATION 10		$ 529.00
21	FIRE STATION 11		$ 186.71
22	FIRE SUPPORT FACILITY		$ 124.47
23	FIRE TRAINING CENTER FACILITY		$ 622.35
24	FOLLEY PARK & AQUATICS		$ 2,221.79
25	FOX CROSSING PARK		$ 731.26
26	HAMILTON AQUATICS		$ 149.36
27	HARRIS PARK		$ 168.03
28	HOMESTEAD PARK NORTH		$ 902.41
29	JACKRABBIT PARK		$ 936.64
30	LANTANA RANCH PARK		$ 1,586.99
31	LA PALOMA PARK		$ 1,608.78
32	LOS ALTOS PARK		$ 258.28
33	MESQUITE GROVES AQUATICS		$ 2,178.23
34	OVERSTREET POCKET PARK		$ 15.56
35	PARK MANORS PARK		$ 68.46
36	PASEO TRAIL (GALVESTON TO SOUTH RIGGS RD.)		$ 12,801.75
37	PASEO VISTA RECREATION AREA		$ 9,587.31
38	PECOS RANCH PARK		$ 1,434.52
39	PUBLIC SAFETY ACADEMY		$ 435.65
40	PUEBLO ALTO PARK		$ 52.90
41	QUAIL HAVEN PARK		$ 1,898.17
42	SNEDIGAR PARK		$ 7,623.79
43	SUMMIT POINT PARK		$ 77.79
44	SUMMERSET ROW		$ 843.28
45	TRADITIONS EAST & WEST (ROW)		$ 1,278.93
46	VIDA-EAST MINI PARK		$ 9.34
47	WINN PARK		$ 68.46

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Erika Berry, Recreation Superintendent
Subject: Purchase of Furniture for Tumbleweed Recreation Center (TRC) Expansion

---

Proposed Motion:

Move City Council approve the purchase of furniture for Tumbleweed Recreation Center (TRC) expansion, utilizing the State of Arizona Contract No. CTR067414, with Wist Office Products, in an amount not to exceed $149,546.35.

Background/Discussion:

On December 7, 2023, Council approved an agreement with Chasse Building Team, Inc., for construction of the Tumbleweed Recreation Center (TRC) Multi-Generational Facility Expansion. This project will add 11,000 square feet of programming space to the existing facility and include three multipurpose rooms, two shaded patios, a fitness room, game area, restrooms, event hall, lobby and reception area with separate entrance from the existing TRC.

The new space requires sturdy, commercial grade furniture to accommodate a variety of active and passive recreation programs for all ages and abilities. Furniture and finishes selected, including various tables and seating options, are easy to clean and maintain while providing a safe, welcoming, and functional environment for all to enjoy.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for statewide furniture, products, and related services. The City has a current agreement with the State of Arizona allowing for the cooperative usage of the State's contracts. Staff recommends the cooperative use of this contract.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4580.6210.6PR651	Parks Bonds	Tumbleweed Multi-Gen Expansion	$149,546.35	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date:	October 17, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO John Sefton, Community Services Director
From:	Corey Povar, Assistant Director
Subject:	Sole Source Purchase of Pool Filters

Proposed Motion:

Move City Council approve the sole source purchase of pool filters, from Aquatic Environmental Systems, Inc., an Aquafinity Company, in an amount not to exceed $221,681.55.

Background/Discussion:

The Community Services Department utilizes high-rate media filtration systems manufactured by EPD USA, Inc., at the city's six aquatic facilities. Aquatic Environmental Systems, Inc., is the sole provider of these pool filters. Staff recommends the purchase of EPD filters as a sole source.

Evaluation:

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4580.6210.6PR630	Park Bonds	Existing Comm/Rec CTR Imprv/Repairs	$221,681.55	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. N/A

Date:	October 17, 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:	Purchase of Downtown Wayfinding Signage

Proposed Motion:

Move City Council approve the purchase of downtown wayfinding signage, from YESCO, LLC, utilizing the City of Peoria Contract No. P19-0079, in the amount of $167,574.

Background/Discussion:

Due to the expansion of Downtown Chandler over the past decade, the City recently completed a Downtown Chandler Pedestrian and Wayfinding Study to understand strategies that will make navigating downtown easier for residents and visitors. The Pedestrian and Wayfinding Study resulted in a phased-approach plan which focuses on directing vehicular traffic to the five parking garages and pedestrian wayfinding signage linking the downtown from Chandler Boulevard to Frye Road.

The purpose of this contract is to complete phase 1 of the Pedestrian and Wayfinding Study. Phase 1 includes 41 signs directing vehicles to the parking garages. The signage will be installed on Arizona Avenue from south of Frye Road to Chandler Boulevard and on Chandler Boulevard west of Arizona Avenue. Directional signs will be located throughout the core of downtown for each of the garages, providing a consistent and cohesive appearance.

Phase 2 will focus on pedestrian wayfinding signage and is expected to come before City Council for consideration in early 2025.

Evaluation:

The City of Peoria competitively solicited and awarded a contract for fixed building, monument, and wayfinding signage to YESCO, LLC. The city has a current agreement that permits the cooperative use of the City of Peoria's contracts. The City has an existing linking agreement with YESCO, LLC for the cooperative use of the contract. Staff recommends the cooperative use of the contract because of the high quality of the products and competitive contract pricing.

Financial Implications:

Phase 1 and Phase 2 funding was approved in the CIP FY23-24 and FY24-25 Budget, respectively.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401. 4320.6611.0000.6CA673	General Fund Capital Projects	Downtown Wayfinding Signage	$167,574	Y

Attachments

Wayfinding Signage

SIGN TYPES - SIZES AND COPY VARY PER GARAGE OR INSTALL LOCATION

A



B



C



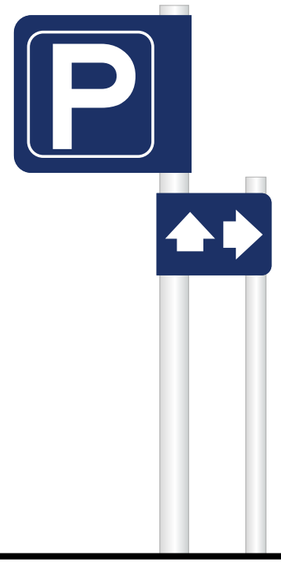
D



E



F



G



H



I



J

SIGN J
REMOVED FROM
SIGN PACKAGE

K

CITY HALL PARKING GARAGE

L

SIGN L
REMOVED FROM
SIGN PACKAGE

M



N



O



P



Q



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Phoenix Division
6725 West Chicago Street
Chandler, AZ 85226
480.449.3726
www.yesco.com

DESIGN

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Client:
City Of Chandler

Address:
Arizona Ave / Chandler Blvd
Chandler AZ

Account Executive:
Kelly Chipman / Jay Boyd

Designer:
Shana Chacon

Date:
07-29-2024

OPY:
63449

Revisions:

No.	Date
1	09.16.2024 SC
2	09.19.2024 SC

Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

SIGN A B PARKING LOT SIGN LOCATIONS



SIGN LOCATION 1:
SOUTH BOUND ON ARIZONA AVE.,
NEAR CHANDLER CENTER FOR THE ARTS

Scale: NTS





SIGN LOCATION 3:
SOUTHEAST CORNER OF
CHANDLER BLVD. AND NORTH
DAKOTA STREET

Scale: NTS



SIGN LOCATION 2:
WEST BOUND ON CHANDLER BLVD.,
NEAR POCKET PARK ON NORTH SIDE

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SIGN A B PARKING LOT SIGN LOCATIONS





EAST SIDE OF ARIZONA AVENUE - HALFWAY BETWEEN ELGIN AND FRYE ROAD

Scale: NTS

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Awnings #ROC260960
Electrical #ROC260958

SIGN A NON-ILLUMINATED SINGLE FACED PARKING SIGNS | QTY: 4 | SF: 25.95 EACH | Scale: 3/8" = 1'-0" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (4) FOUR SINGLE FACED PARKING SIGNS

FABRICATION DETAILS:

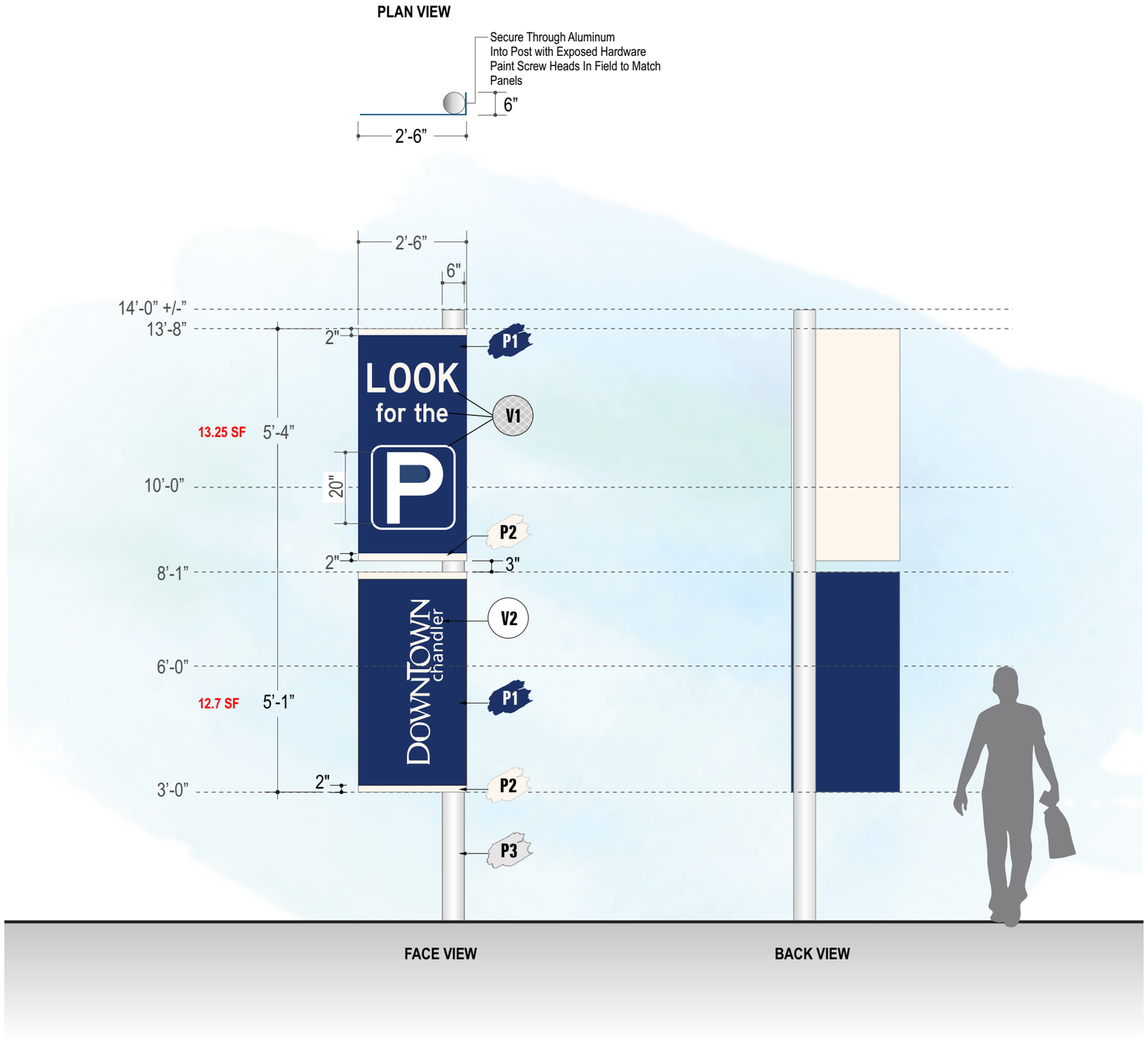
1	SIGN FACE:	BREAKFORMED ALUMINUM SIGN PANELS, PAINTED **P1 & P2** 36" WIDE WITH BREAK AT 30" TO WRAP 6" AROUND POLE AND MECHANICALLY FASTEN TO SIDE OF POLE
2	POLE:	3" SIGN POST WITH PAINTED FINISH, **P4**
3	VINYL DETAILS:	VINYL GRAPHICS APPLIED TO FACE OF SIGN, **V1, V2**
4	ILLUMINATION:	NOT ILLUMINATED
5	INSTALLATION:	TBD UPON APPROVAL OF SIGN LOCATIONS

PAINT:

- **P1** SHERWIN WILLIAMS BLUEBLOOD SW6966
- **P2** WESTHIGHLAND WHITE SW7566
- **P3** SHERWIN WILLIAMS EVENING SHADOW SW7662
- **P4** SHERWIN WILLIAMS BLUESY NOTE SW9064
- **P5** SHERWIN WILLIAMS INKY BLUE SW9149

VINYL:

- **V1** WHITE REFLECTIVE VINYL
- **V2** 3M MATTE WHITE



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Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

SIGN B NON-ILLUMINATED SINGLE FACED PARKING SIGNS

QTY: 4 | **SF**: 25.95 EACH | Scale: 3/8" = 1'-0" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (4) FOUR SINGLE FACED PARKING SIGNS

FABRICATION DETAILS:

1	**SIGN FACE:**	BREAKFORMED ALUMINUM SIGN PANELS, PAINTED **P1 & P2** 36" WIDE WITH BREAK AT 30" TO WRAP 6" AROUND POLE AND MECHANICALLY FASTEN TO SIDE OF POLE
2	**POLE:**	6" SIGN POST WITH PAINTED FINISH, **P3**
3	**VINYL DETAILS:**	VINYL GRAPHICS APPLIED TO FACE OF SIGN, **V1, V2, Dp1, DP2**
4	**ILLUMINATION:**	NOT ILLUMINATED
5	**INSTALLATION:**	TBD UPON APPROVAL OF SIGN LOCATIONS

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD SW6966

P2 WESTHIGHLAND WHITE SW7566

DIGITAL PRINT VINYL:

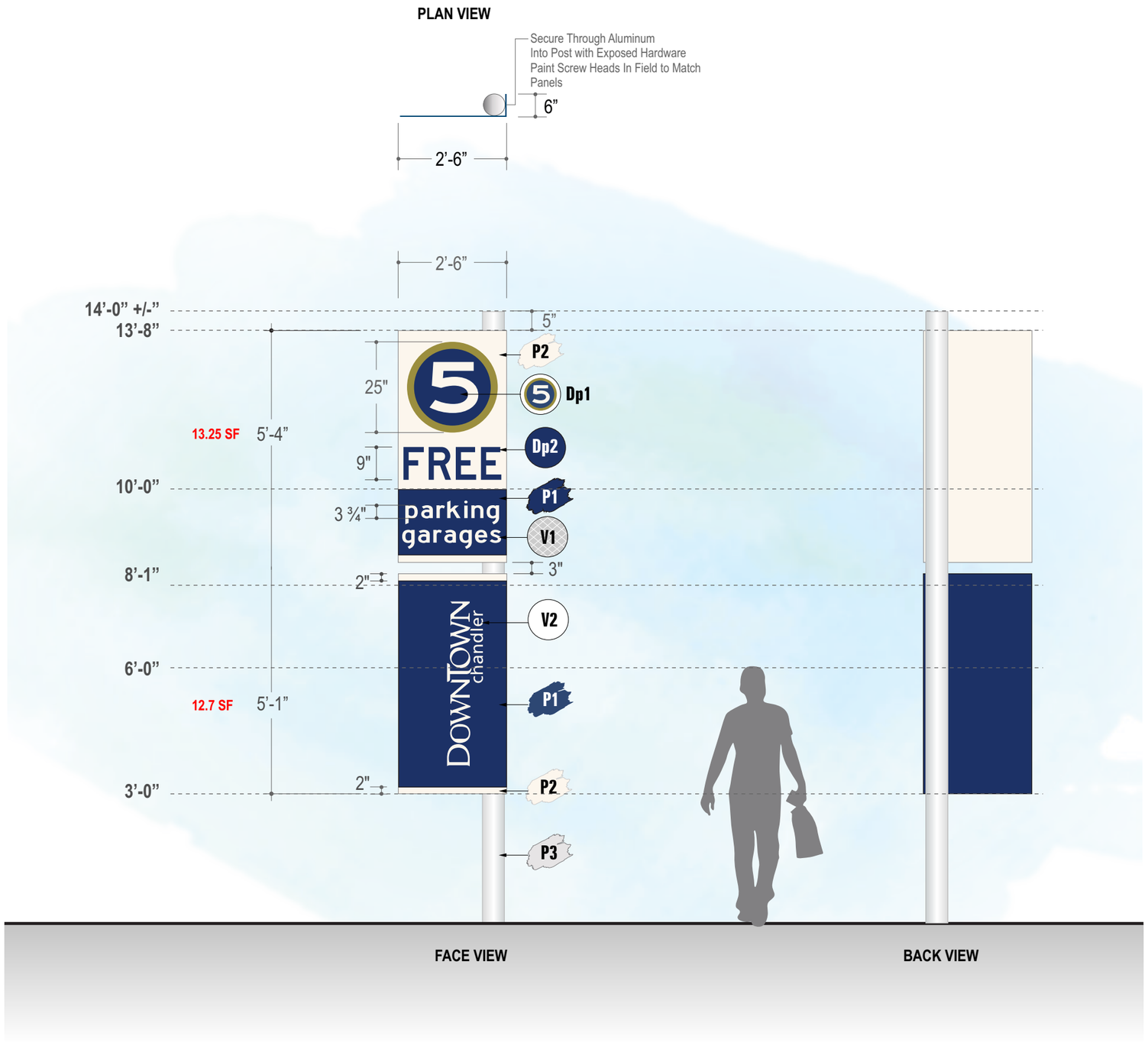
DP1 - DIGITAL PRINT

Dp2 DIGITAL PRINT TO MATCH PAINT COLOR

VINYL:

V1 3M WHITE REFLECTIVE VINYL

V2 3M MATTE WHITE



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Landlord Signature | Date

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Awnings #ROC260960
Electrical #ROC260958

SIGN C1 NON- ILLUMINATED SINGLE FACED PARKING SIGN WITH SECONDARY FCO PANEL SIGNAGE



SOUTHWEST CORNER OF CHANDLER BLVD. AND OREGON STREET

Scale: NTS

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Awnings #ROC260960
Electrical #ROC260958

SIGN C1 NON- ILLUMINATED SINGLE FACED PARKING SIGN WITH SECONDARY FCO PANEL SIGNAGE



SOUTH BOUND ON ARIZONA AVENUE, NEAR N. OREGON STREET ALLEYWAY

Scale: NTS

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Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

SIGN C1 NON- ILLUMINATED SINGLE FACED PARKING SIGN WITH SECONDARY FCO PANEL SIGNAGE



EAST SIDE OF S. ARIZONA AVE, JUST SOURTH OF EAST BOSTON STREET

Scale: NTS



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Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

SIGN C2 NON- ILLUMINATED SINGLE FACED PARKING SIGN WITH SECONDARY FCO PANEL SIGNAGE





NORTHEAST CORNER OF ARIZONA AVENUE AND BOSTON STREET

Scale: NTS

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Awnings #ROC260960
Electrical #ROC260958

SIGN C1 C2 NON-ILLUMINATED SINGLE FACED PARKING SIGNS WITH SECONDARY FCO PANEL SIGNAGE

QTY: 4 | **SF**: 22.92 EACH | Scale: 3/8” = 1’-0” = 1’-0”

SCOPE OF WORK: FABRICATE AND INSTALL (6) SINGLE FACED NON-ILLUMINATED PARKING SIGNS

THIS PAGE IS FOR FABRICATION DETAILS ONLY, SEE PAGE 12 FOR EACH LAYOUT AND QUANTITY OF EACH

FABRICATION DETAILS:

1	“P” PANEL	BREAKFORMED ALUMINUM SIGN PANEL PAINTED **P1** 51” WIDE WITH BREAK AT 45” TO WRAP 6” AROUND POLE AND MECHANICALLY FASTEN TO SIDE OF POLE VINYL GRAPHICS APPLIED TO FRONT SIDE ONLY, 1ST SURFACE
2	“ARROW” AND “FREE” PANEL SIGNS	BREAKFORMED ALUMINUM SIGN PANELS, **P1 & P2** PANELS PAINTED TWO COLORS, 42” WIDE WITH BREAK AT 36” TO WRAP 6” AROUND POLE AND MECHANICALLY FASTEN TO SIDE OF POLE VINYL GRAPHICS APPLIED TO FRONT SIDE ONLY, 1ST SURFACE
3	POLE:	6” SIGN POST WITH PAINTED FINISH, **P4**
4	VINYL DETAILS:	VINYL GRAPHICS APPLIED TO FACE OF SIGN, **V1, V2, Dp1, DP2**
5	ILLUMINATION:	NOT ILLUMINATED
6	INSTALLATION:	CONCRETE FOOTER

PAINT:

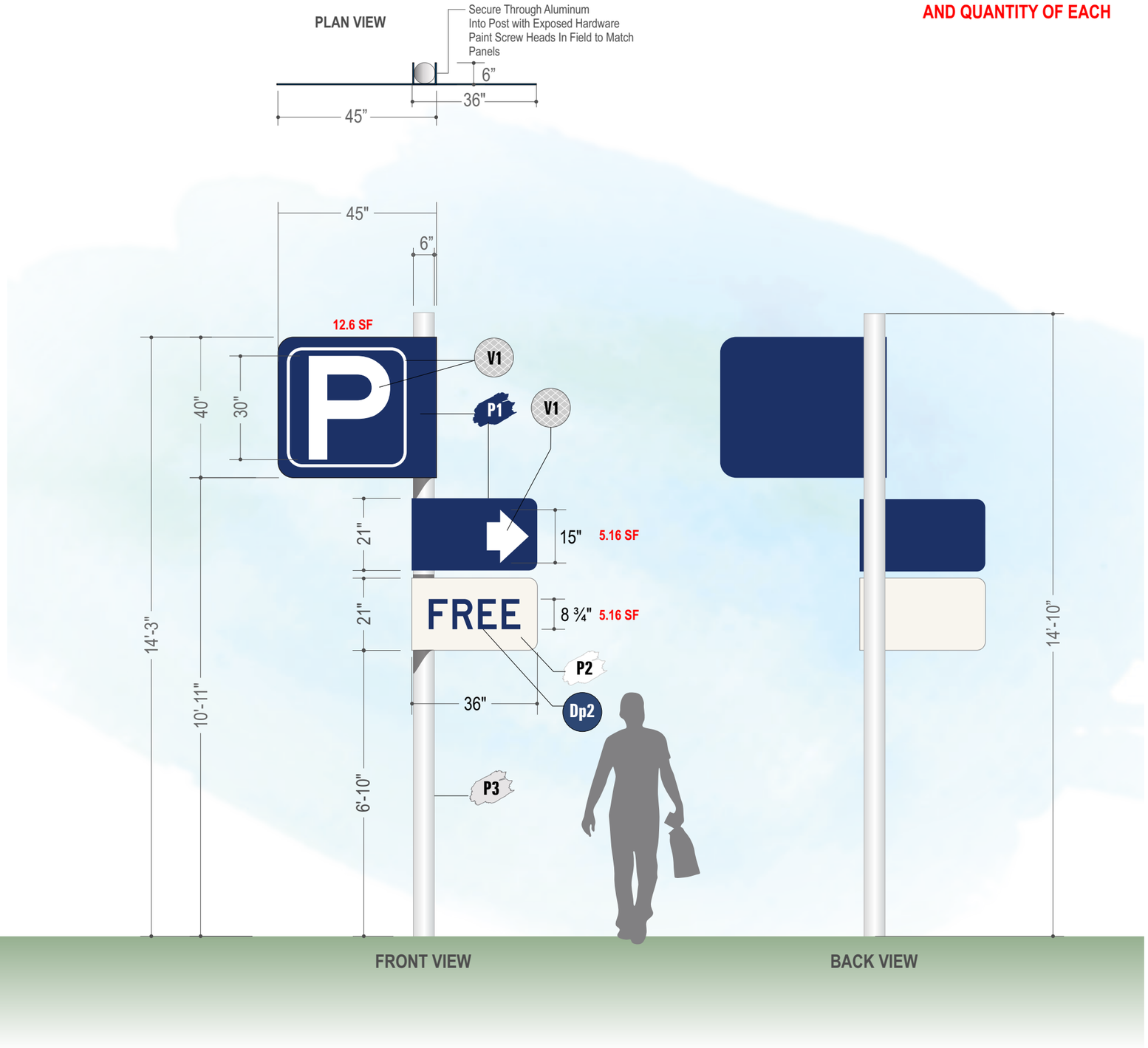
- P1 SHERWIN WILLIAMS BLUEBLOOD SW6966
- P2 WESTHIGHLAND WHITE SW7566
- P3 SHERWIN WILLIAMS EVENING SHADOW SW7662

DIGITAL PRINT VINYL:

- Dp2 DIGITAL PRINT TO MATCH PAINT COLOR

STANDARD VINYL:

- V1 WHITE REFLECTIVE VINYL



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Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

SIGN C1 C2 | NON-ILLUMINATED SINGLE FACED PARKING SIGNS WITH SECONDARY FCO PANEL SIGNAGE | Scale: 3/8” = 1’-0” = 1’-0”

C1



QTY: 3

C2



QTY: 1

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Awnings #ROC260960
Electrical #ROC260958

SIGN D1 D2 NON-ILLUMINATED PEDESTRIAN DIRECTIONAL SIGNS



NORTH OREGON STREET ALLEYWAY, ACROSS FROM OVERSTREET PARKING GARAGE

Scale: NTS

ALL COPY AND
ARROWS ARE
FOR EXAMPLE ONLY
GRAPHICS TBD

CLIENT TO SUPPLY
COPY FOR EACH SIGN



SOUTHBOURND ON ARIZONA AVENUE, NEAR N. OREGON STREET ALLEYWAY

Scale: NTS



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Awnings #ROC260960
Electrical #ROC260958

SIGN D3 NON-ILLUMINATED PEDESTRIAN DIRECTIONAL SIGNS



NORTH ENTRANCE OF OREGON STREET PARKING GARAGE

Scale: NTS

ALL COPY AND
ARROWS ARE
FOR EXAMPLE ONLY
CLIENT TO PROVIDE COPY



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Awnings #ROC260960
Electrical #ROC260958

SIGN D1 D2 D3 NON-ILLUMINATED PEDESTRIAN DIRECTIONAL SIGNS

QTY: 3 | **SF**: 13.58 EA | Scale: 1/2” = 1’-0” = 1’-0”

SCOPE OF WORK:
FABRICATE AND INSTALL (3) D/F PEDESTRIAN SIGNS

FABRICATION DETAILS:

1	SIGN FACE:	BREAKFORMED ALUMINUM SIGN PANELS **1.1 DOWNTOWN SIGN PANEL** 6” X 17” WITH BREAK AT 15” TO WRAP AROUND POLE 2” AND MECHANICALLY FASTEN TO SIDE OF POLE AND THROUGH FACE OF SIGN TO POLE ALL EXPOSED SCREWS TO HAVE 3/4” METAL SCREW COVERS **1.2 HISTORIC SQUARE SIGN PANEL** 6” X 15” WITH BREAK AT 13” TO WRAP AROUND POLE 2” AND MECHANICALLY FASTEN TO SIDE OF POLE AND THROUGH FACE OF SIGN TO POLE ALL EXPOSED SCREWS TO HAVE 3/4” METAL SCREW COVERS **1.3 INFORMATION SIGN PANELS** 8 1/2” X 62” WITH BREAK AT 6 1/2” TO WRAP AROUND POLE 2” AND MECHANICALLY FASTEN TO SIDE OF POLE AND THROUGH FACE OF SIGN TO POLE ALL EXPOSED SCREWS TO HAVE 3/4” METAL SCREW COVERS
2	DECORATIVE TOPPER:	(2) TWO FABRICATED 3/4” “SQUARE TUBE” CIRCLES WELDED TOGETHER WITH PAINTED FINISH
3	POLE:	2” DIAMETER SIGN POST WITH PAINTED FINISH **P3**
4	VINYL DETAILS:	WHITE REFLECTIVE VINYL GRAPHICS
5	ILLUMINATION:	NOT ILLUMINATED
6	INSTALLATION:	VARIES PER LOCATION

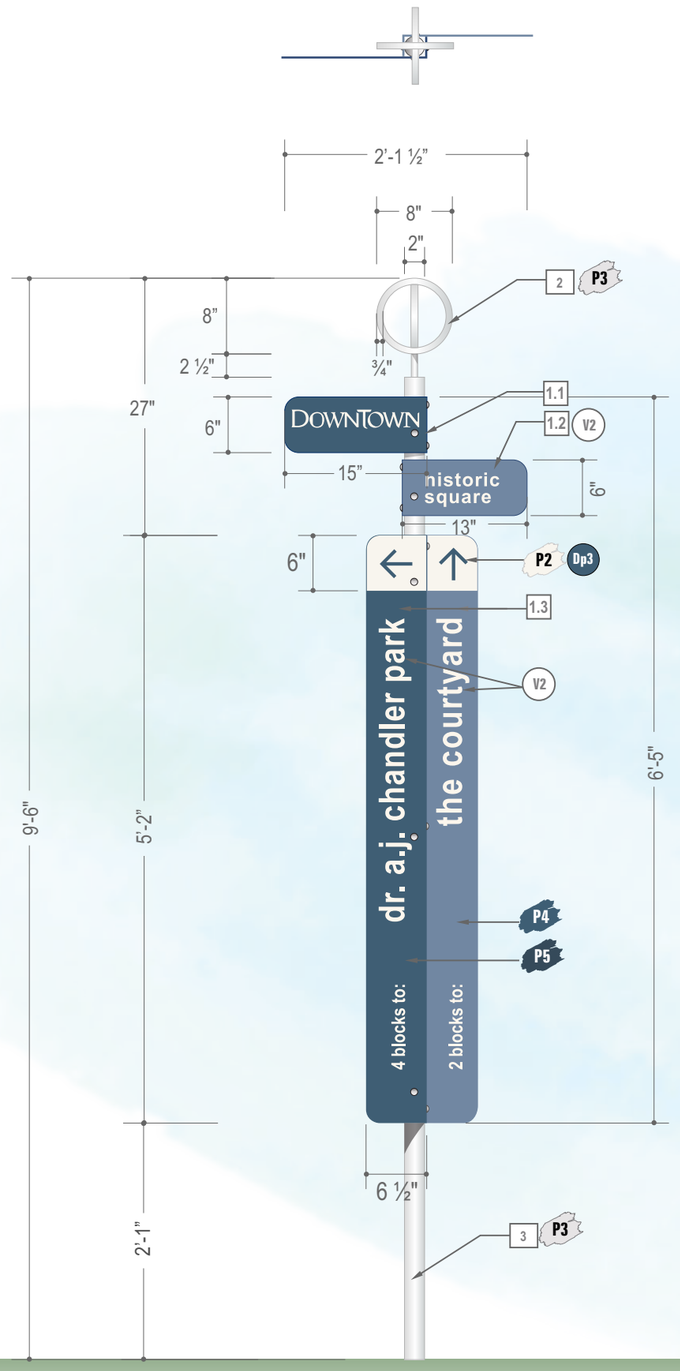
PAINT:

- **P2** WESTHIGHLAND WHITE SW7566
- **P3** SHERWIN WILLIAMS EVENING SHADOW SW7662
- **P4** SHERWIN WILLIAMS BLUESY NOTE SW9064
- **P5** SHERWIN WILLIAMS INKY BLUE SW9149

VINYL:

- **V2** 3M MATTE WHITE
- **Dp3** DIGITAL PRINT TO MATCH PAINT COLOR

PLAN VIEW



FRONT VIEW

ALL COPY AND ARROWS ARE FOR EXAMPLE ONLY FINAL GRAPHICS REQUIRED FROM CLIENT



BACK VIEW

YESCO
Custom Electric Signs
Phoenix Division
6725 West Chicago Street
Chandler, AZ 85226
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DESIGN

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Client:
City Of Chandler

Address:
Arizona Ave / Chandler Blvd
Chandler AZ

Account Executive:
Kelly Chipman / Jay Boyd

Designer:
Shana Chacon

Date:
07-29-2024

OPY:
63449

Revisions:

No.	Date
1	09.16.2024 SC
2	09.19.2024 SC

Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

SIGN D1 D2 D3 **NON-ILLUMINATED PEDESTRIAN DIRECTIONAL SIGNS** | **QTY**: 3 | **SF**: 13.58 EA | Scale: 1/2" = 1'-0" = 1'-0"

PLACEHOLDER FOR COPY FOR EACH SIGN

D1



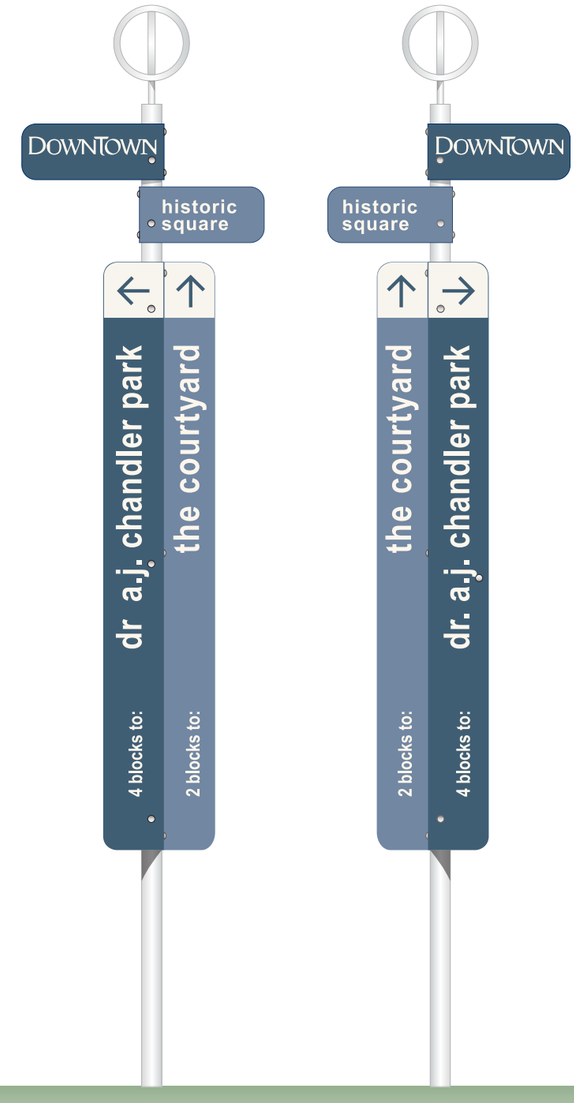
FRONT VIEW BACK VIEW

D2



FRONT VIEW BACK VIEW

D3



FRONT VIEW BACK VIEW

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Awnings #ROC260960
Electrical #ROC260958

SIGN E1 NON-ILLUMINATED DOUBLE FACED NAMED PARKING / GARAGE SIGN





VIEW FROM OPPOSITE DIRECTION

NORTHEAST CORNER OF BUFFALO AND OREGON STREET

Scale: NTS



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Awnings #ROC260960
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SIGN E2 NON-ILLUMINATED NAMED PARKING / GARAGE SIGN





OUTSIDE OF CITY HALL PARKING GARAGE
Scale: NTS

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Landlord Signature | Date

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Awnings #ROC260960
Electrical #ROC260958

SIGN E1 E2 NON-ILLUMINATED DOUBLE FACED PARKING SIGNS WITH SECONDARY FCO DIRECTIONAL PANEL & PARKING GARAGE DESIGNATOR SIGNAGE

QTY: 2 | **SF**: 29.87 EACH | Scale: 3/8” = 1’-0” = 1’-0”

SCOPE OF WORK: FABRICATE AND INSTALL (2) DOUBLE FACED NON- ILLUMINATED PARKING DIRECTIONAL SIGNS

THIS PAGE IS FOR FABRICATION DETAILS ONLY, SEE PAGE 19 FOR EACH LAYOUT AND QUANTITY OF EACH

FABRICATION DETAILS:

1	“P” PANEL	BREAKFORMED ALUMINUM SIGN PANELS PAINTED **P1**, 51” WIDE WITH BREAK AT 45” TO WRAP 6” AROUND POLE AND MECHANICALLY FASTEN TO SIDE OF POLE
2	ARROW DIRECTIONAL PANEL	BREAKFORMED ALUMINUM SIGN PANEL PAINTED **P1** 42” WIDE WITH BREAK AT 36” TO WRAP 6” AROUND POLE AND MECHANICALLY FASTEN TO SIDE OF POLE
3	OVERSTREET GARAGE PANEL	BREAKFORMED ALUMINUM SIGN PANEL PAINTED **P1** 7’-8” WIDE WITH BREAK AT 43” AND 49” TO WRAP AROUND 6” POLE AND MECHANICALLY FASTEN TO SIDE OF LARGER POLE AND ATTACH WITH SPACERS TO SMALLER POLE
4	POLES:	6” DIAMETER SIGN POST WITH PAINTED FINISH, **P3** GRADE TO TOP OF POST 14’-11”, FOOTER TBD BY ENGINEERING 4” DIAMETER SIGN POST WITH PAINTED FINISH, **P3** GRADE TO TOP OF POST 7’-1”, FOOTER TBD BY ENGINEERING
5	VINYL DETAILS:	REFLECTIVE VINYL APPLIED TO SIGN PANELS - **V1**
6	ILLUMINATION:	NOT ILLUMINATED
7	INSTALLATION:	CONCRETE FOOTER PER ENGINEERING

PAINT:

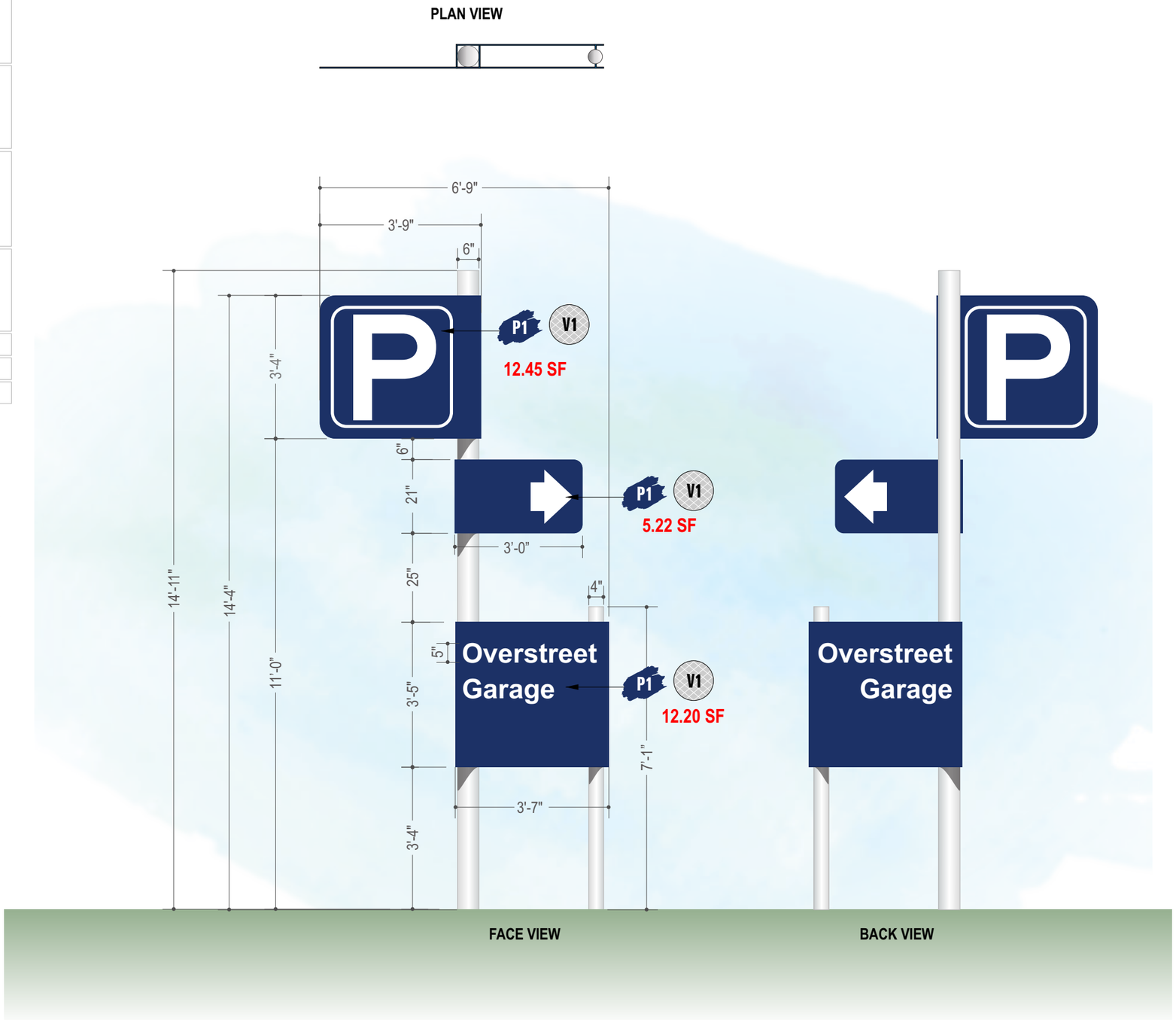
- P1 SHERWIN WILLIAMS BLUEBLOOD SW6966
- P2 WEST HIGHLAND WHITE SW7566
- P3 SHERWIN WILLIAMS EVENING SHADOW SW7662

VINYL:

- V1 WHITE REFLECTIVE VINYL

PLEASE NOTE:
GARAGE NAME CHANGES DEPENDING ON SIGN LOCATION

FONT USED:
ARIAL BOLD



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Awnings #ROC260960
Electrical #ROC260958

SIGN E1 E2 NON-ILLUMINATED DOUBLE FACED PARKING SIGNS WITH SECONDARY FCO DIRECTIONAL PANEL & PARKING GARAGE DESIGNATOR SIGNAGE

E1



QTY: 1

E2



QTY: 1

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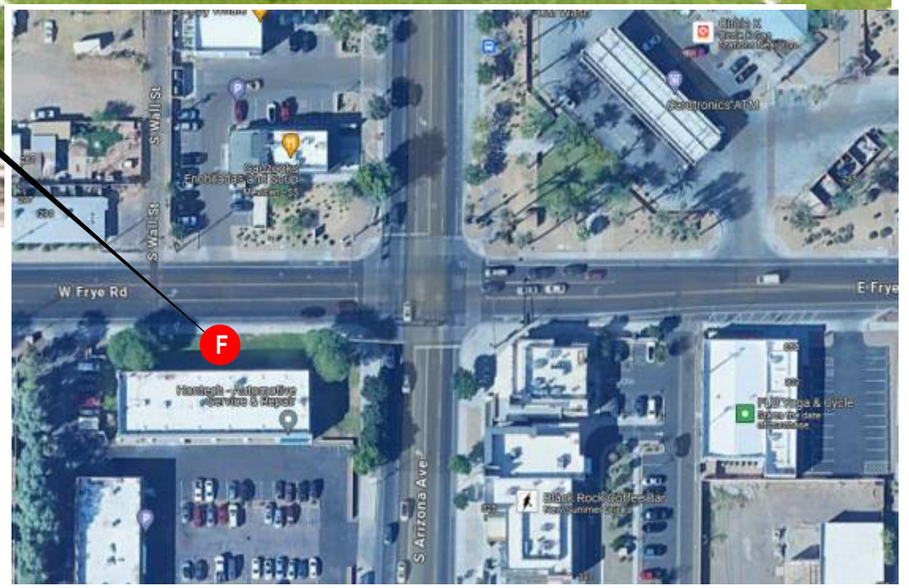
SIGN (F) NON-ILLUMINATED SINGLE FACED PARKING SIGN WITH SECONDARY FCO DIRECTIONAL PANEL





SOUTH SIDE OF FRYE ROAD, WEST OF S. ARIZONA AVE.

Scale: NTS

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Awnings #ROC260960
Electrical #ROC260958

SIGN F NON-ILLUMINATED SINGLE FACED PARKING SIGNS WITH SECONDARY FCO DIRECTIONAL PANEL

QTY: 1 | **SF**: 11.25 EACH | Scale: 3/8” = 1’-0” = 1’-0”

SCOPE OF WORK: FABRICATE AND INSTALL (1) SINGLE FACED NON- ILLUMINATED PARKING DIRECTIONAL SIGN

FABRICATION DETAILS:

1	“P” PANEL	BREAKFORMED ALUMINUM SIGN PANELS PAINTED **P1**, 43” WIDE WITH BREAK AT 37” TO WRAP 6” AROUND POLE AND MECHANICALLY FASTEN TO SIDE OF POLE
2	ARROWS DIRECTIONAL PANEL	BREAKFORMED ALUMINUM SIGN PANEL PAINTED **P1** 4’-6” WIDE WITH BREAK AT 24” AND 30” TO WRAP AROUND 6” POLE AND MECHANICALLY FASTEN TO SIDE OF LARGER POLE AND ATTACH WITH SPACERS TO SMALLER POLE
3	POLES:	6” DIAMETER SIGN POST WITH PAINTED FINISH, **P3** GRADE TO TOP OF POST 9’-6”, FOOTER TBD BY ENGINEERING
4	VINYL DETAILS:	REFLECTIVE VINYL APPLIED TO SIGN PANELS - **V1**
5	ILLUMINATION:	NOT ILLUMINATED
6	INSTALLATION:	CONCRETE FOOTER PER ENGINEERING

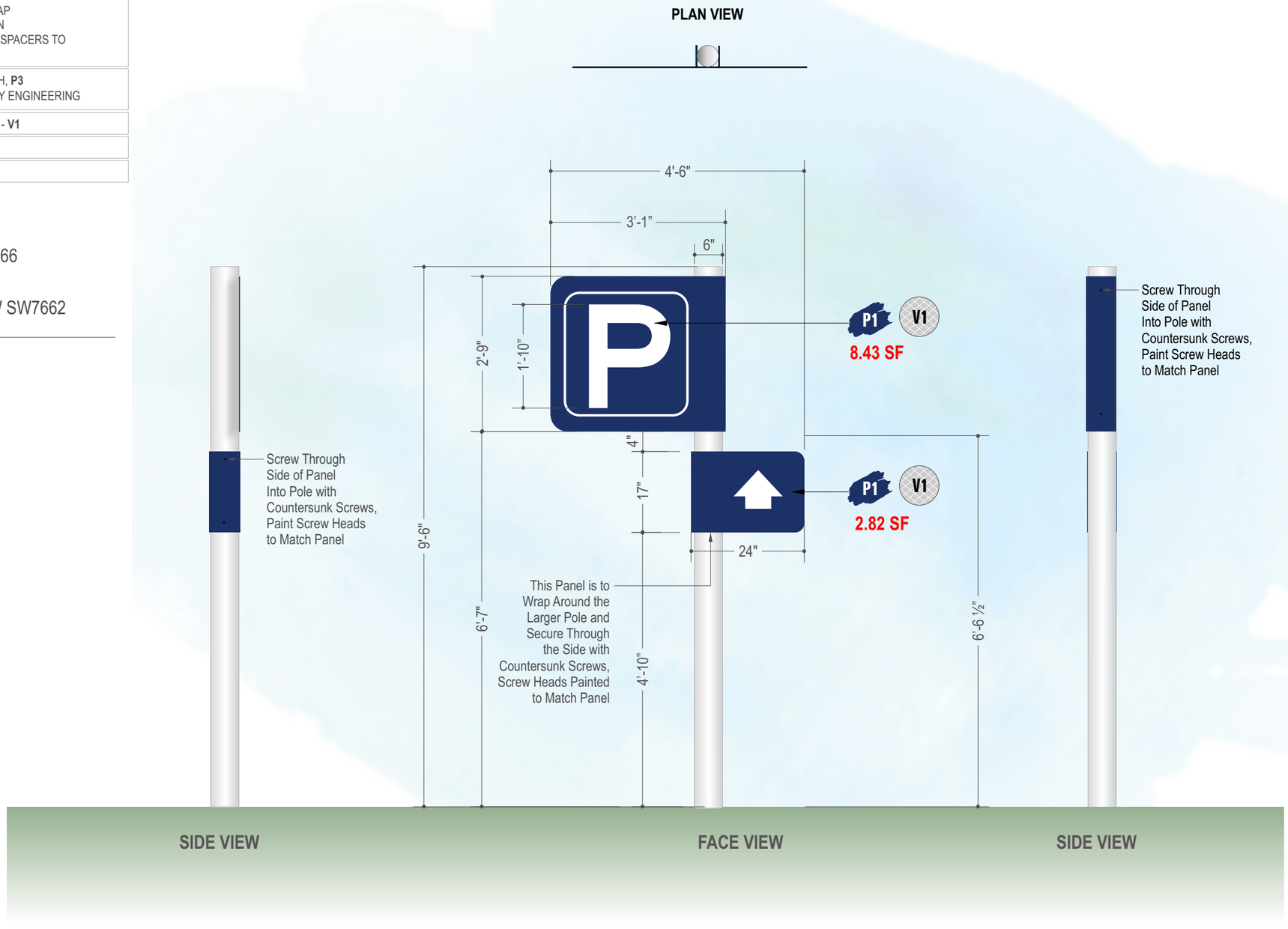
PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD SW6966

P3 SHERWIN WILLIAMS EVENING SHADOW SW7662

VINYL:

V1 WHITE REFLECTIVE VINYL



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Landlord Signature | Date

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Awnings #ROC260960
Electrical #ROC260958

SIGN G NON-ILLUMINATED DOUBLE FACED PEDESTRIAN CROSSWALK SIGN AND COURTYARD SIGN





NORTH SIDE OF CHICAGO STREET, BETWEEN ARIZONA AVENUE AND WASHINGTON STREET
Scale: NTS

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x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

SIGN G NON-ILLUMINATED CROSSWALK PEDESTRIAN IDENTIFIER D/F SIGN | QTY: 2 | SF: 9.75 EACH | Scale: 3/4" = 1'-0" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (2) DOUBLE FACED NON- ILLUMINATED PEDESTRIAN CROSS WALK SIGNS

FABRICATION DETAILS:

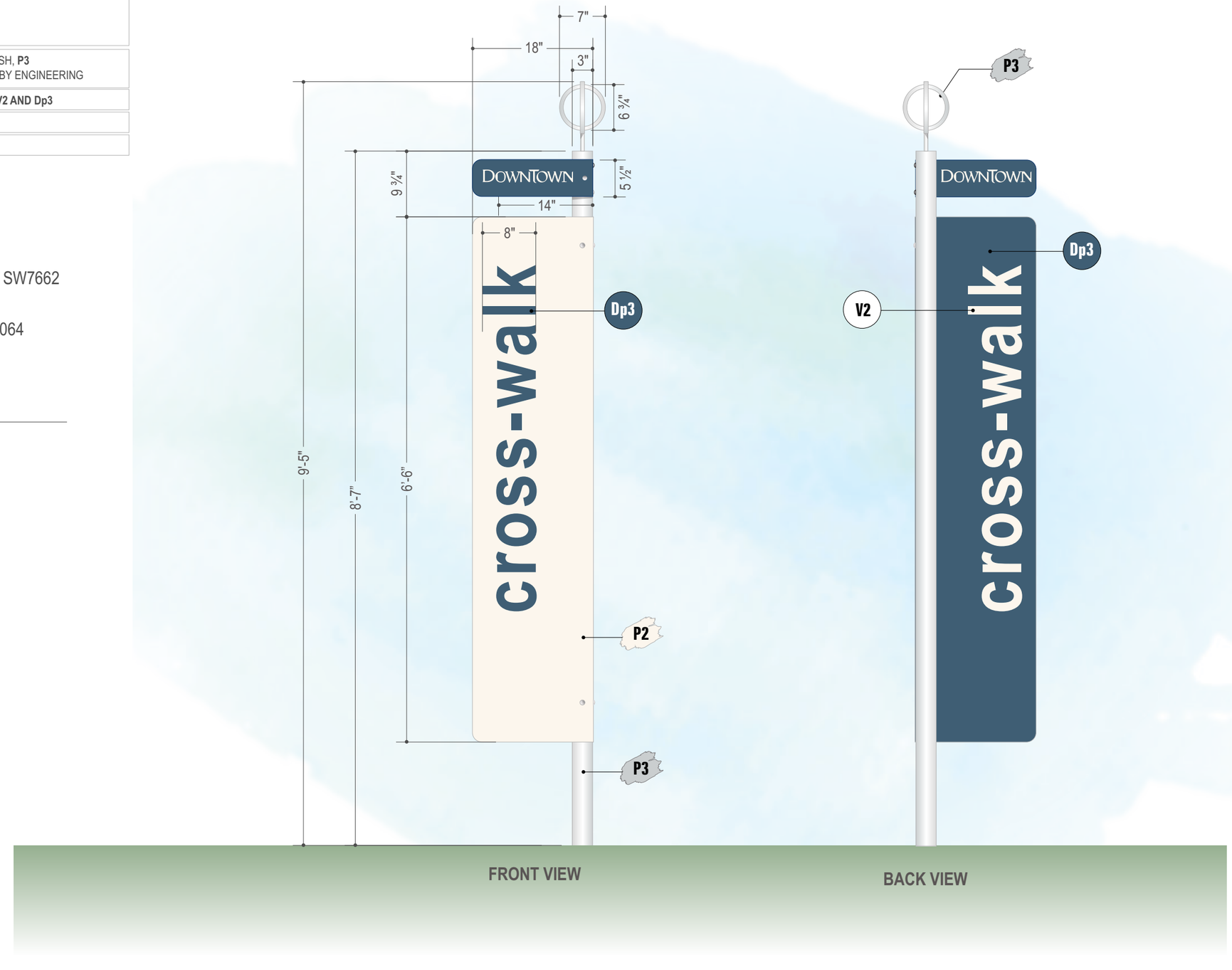
1	SIGN PANEL	BREAKFORMED ALUMINUM SIGN PANELS PAINTED **P2 AND P5,** 21" WIDE WITH BREAK AT 18" TO WRAP 3" AROUND POLE AND MECHANICALLY FASTEN TO SIDE OF POLE
2	POLE:	3" DIAMETER SIGN POST WITH PAINTED FINISH, **P3** GRADE TO TOP OF POST 9'-6", FOOTER TBD BY ENGINEERING
3	VINYL DETAILS:	VINYL APPLIED TO FACE OF SIGN PANELS - **V2 AND Dp3**
4	ILLUMINATION:	NOT ILLUMINATED
5	INSTALLATION:	CONCRETE FOOTERS PER ENGINEERING

PAINT:

- **P2** WESTHIGHLAND WHITE SW7566
- **P3** SHERWIN WILLIAMS EVENING SHADOW SW7662
- **P4** SHERWIN WILLIAMS BLUESY NOTE SW9064
- **P5** SHERWIN WILLIAMS INKY BLUE SW9149

VINYL:

- **V2** 3M MATTE WHITE
- **Dp3** DIGITAL PRINT TO MATCH PAINT COLOR



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Awnings #ROC260960
Electrical #ROC260958

SIGN (H) SINGLE FACE FLAT CUT OUT ALUMINUM DIRECTIONAL SIGN PANELS - ATTACH TO EXISTING LIGHT POLE





REMOVE EXISTING SIGN AND REPLACE WITH NEW SIGN



NORTH SIDE OF BOSTON BLVD, WEST OF S. SAN MARCOS PLACE

Scale: NTS

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Awnings #ROC260960
Electrical #ROC260958

SIGN H SINGLE FACE FLAT CUT OUT ALUMINUM DIRECTIONAL SIGN PANEL

QTY: 1 | **SF**: 5.76 | Scale: 1 1/2" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (1) S/F FCO PARKING DIRECTIONAL SIGN

FABRICATION DETAILS:

1	PANEL	FCO ALUMINUM SIGN PANEL PAINTED **P1** ON ALL SIDES
3	VINYL DETAILS:	REFLECTIVE VINYL APPLIED TO SIGN PANEL - **V1**
4	ILLUMINATION:	NOT ILLUMINATED
5	INSTALLATION:	TO EXISTING LIGHT POLE

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

VINYL:

V1 WHITE REFLECTIVE VINYL

PLEASE NOTE:

SIGN SIZE IS ESTIMATED, PLEASE VERIFY SIZE



EXISTING SIGN BRACKET



6.0 SF

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Electrical #ROC260958

SIGN I.1 SINGLE FACE FLAT CUT OUT ALUMINUM DIRECTIONAL SIGN PANELS - ATTACH TO EXISTING LIGHT POLE



NORTH SIDE OF BOSTON BLVD, JUST WEST OF S. SAN MARCOS PLACE

Scale: NTS



REMOVE EXISTING SIGN AND REPLACE WITH NEW SIGN



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SIGN I.1 NON-ILLUMINATED SINGLE FACED PARKING SIGNS - PANEL ATTACHES TO EXISTING POST



EAST OF ARIZONA AVENUE ON EAST BUFFALO STREET
Scale: NTS



EXISTING CONDITIONS - REPLACE EXISTING PARKING SIGN WITH NEW SIGN
VERIFY SIZE OF EXISTING - NEW SIGN SHOWN AT 18” X 18”



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SIGN I.1 SINGLE FACE FLAT CUT OUT ALUMINUM DIRECTIONAL SIGN PANELS | QTY: 2 | SF: 6.0 | Scale: 1 1/2" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (2) S/F FCO PARKING SIGNS

FABRICATION DETAILS:

1	"P" PANEL	FCO ALUMINUM SIGN PANEL PAINTED **P1** ON ALL SIDES
2	VINYL DETAILS:	REFLECTIVE VINYL APPLIED TO SIGN PANELS - **V1**
3	ILLUMINATION:	NOT ILLUMINATED
4	INSTALLATION:	REMOVE EXISTING PARKING SIGN AND INSTALL NEW IN IT'S PLACE

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

VINYL:

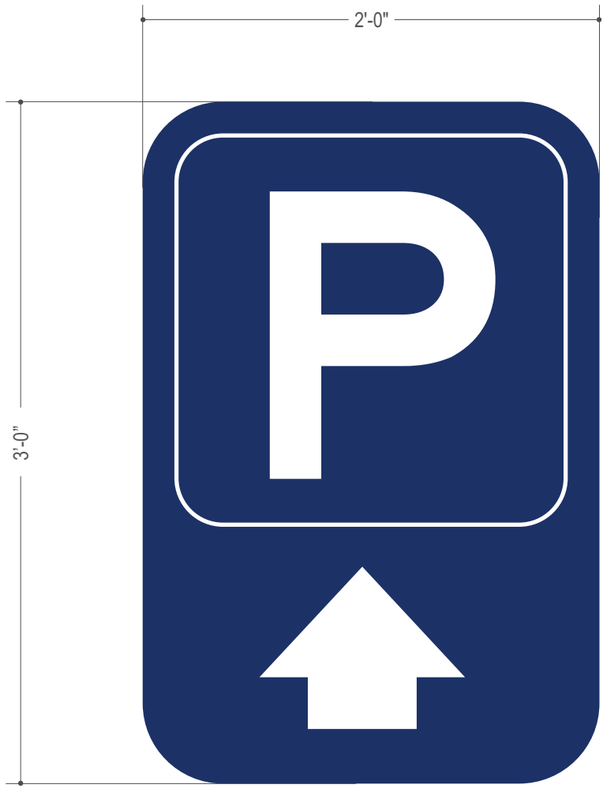
V1 WHITE REFLECTIVE VINYL

PLEASE NOTE:

SIGN SIZE IS ESTIMATED,
PLEASE VERIFY SIZE



EXISTING SIGN BRACKET



6.0 SF

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CITY HALL GARAGE

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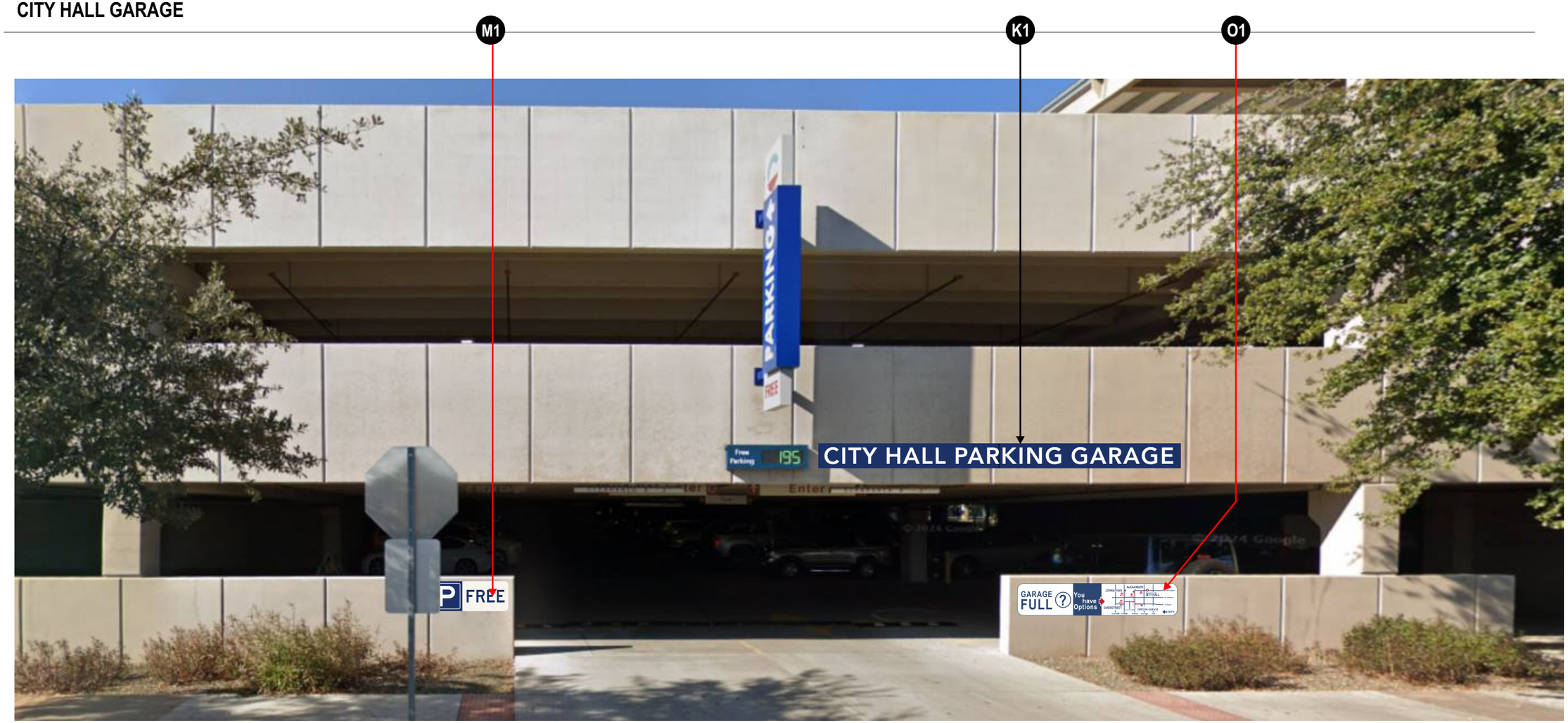
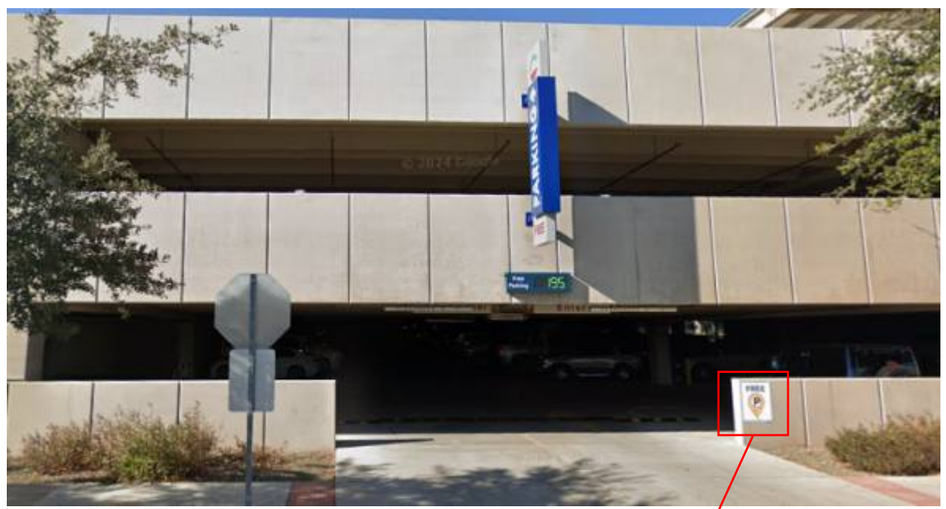
Electrical #ROC260958

CITY HALL GARAGE



CITY HALL PARKING GARAGE - PROPOSED SIGNAGE

Scale: 3/16” = 1’-0”



REMOVE EXISTING PARKING SIGN AND REPLACE WITH NEW

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DESIGN

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Client:
City Of Chandler

Address:
Arizona Ave / Chandler Blvd
Chandler AZ

Account Executive:
Kelly Chipman / Jay Boyd

Designer:
Shana Chacon

Date:
07-29-2024

OPY:
63449

Revisions:

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2	09.19.2024 SC

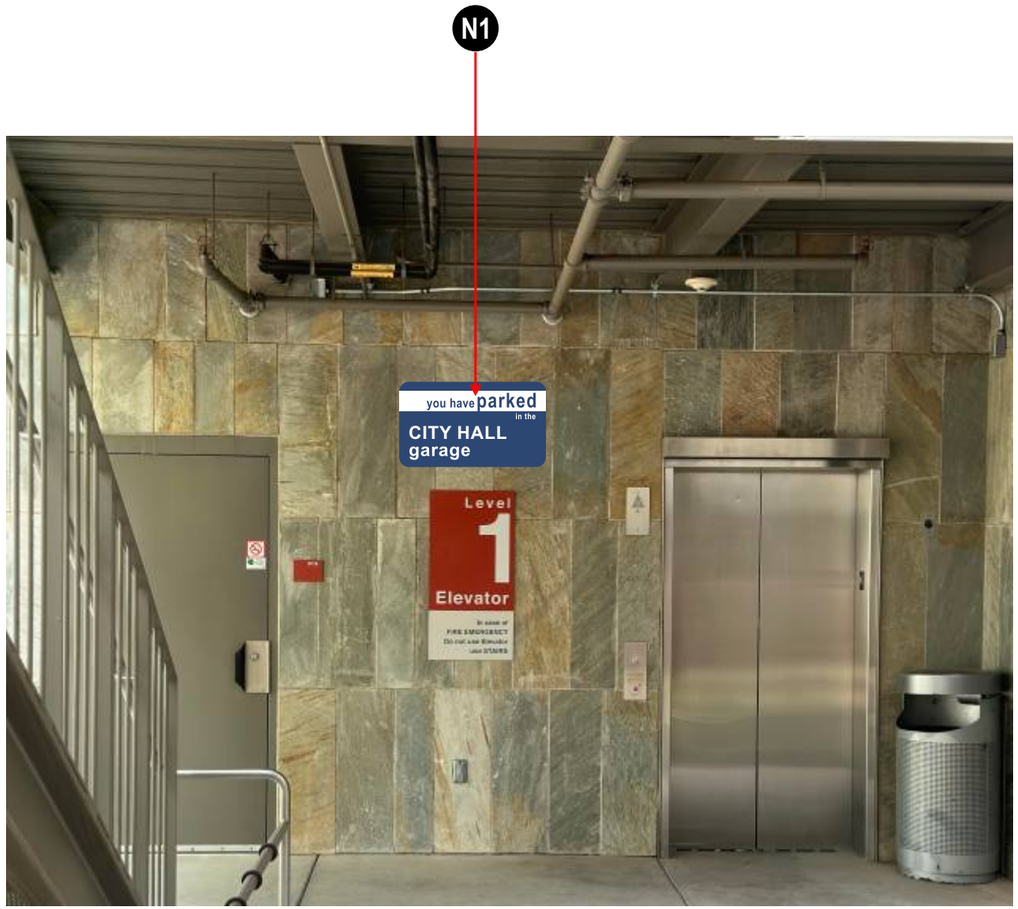
Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

CITY HALL GARAGE



Approx. Scale: ⅜” = 1’-0”



Approx. Scale: ½” = 1’-0”

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CITY HALL GARAGE | **SIGN K.1** | **NON-ILLUMINATED PARKING LOT ID SIGN** | **QTY**: 1 | **SF**: 22.5 | Scale: 1/2” = 1’-0”

SCOPE OF WORK: FABRICATE AND INSTALL (1) SINGLE FACED PARKING LOT ID SIGN PANEL

FABRICATION DETAILS:

1	**SIGN SUBSTRATE:**	ALUMINUM SIGN PANEL PAINTED **P1**
2	**VINYL DETAILS:**	**V1** VINYL APPLIED TO FACE OF SIGN
6	**INSTALLATION:**	INSTALL FLUSH TO WALL

PAINT:

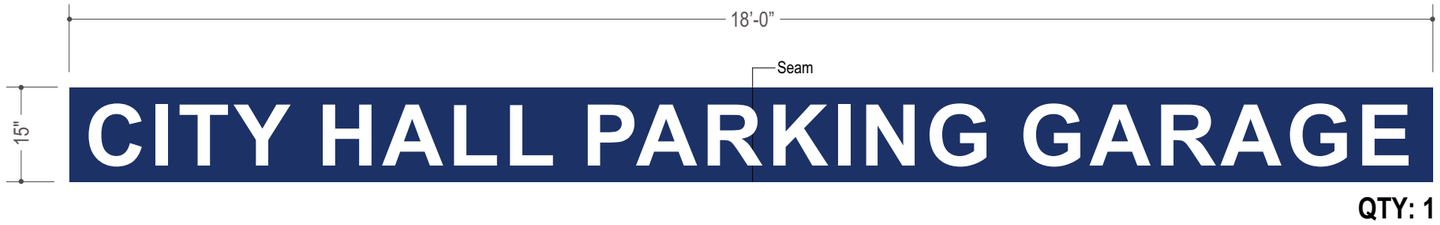
P1 SHERWIN WILLIAMS BLUEBLOOD SW6966

STANDARD VINYL:

V1 WHITE REFLECTIVE VINYL

FONT:

ARIAL BOLD



QTY: 1

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CITY HALL GARAGE | **SIGN M.1 SINGLE FACE FLAT CUT OUT ALUMINUM PARKING SIGN** | **QTY**: 1 | **SF**: 5.76 | Scale: 1 1/2" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (1) S/F FCO FREE PARKING SIGN

FABRICATION DETAILS:

1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P1**
2	**"P" DETAILS:**	WHITE REFLECTIVE VINYL APPLIED TO SIGN FACE - **V1**
3	**VINYL DETAILS:**	RIGHT SIDE OF SIGN TO HAVE **V2** VINYL OVERLAY WITH "FREE TO REVERSE OUT
4	**ILLUMINATION:**	NOT ILLUMINATED
5	**INSTALLATION:**	FLUSH TO WALL

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

P2 WESTHIGHLAND WHITE SW7566

VINYL:

V1 WHITE REFLECTIVE VINYL

V2 3M MATTE WHITE 20



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Awnings #ROC260960
Electrical #ROC260958

CITY HALL GARAGE | **SIGN N.1 SINGLE FACE FLAT CUT OUT ALUMINUM PARKING SIGN** | **QTY**: 2 | **SF**: 3.87 | Scale: 1 1/2” = 1’-0”

SCOPE OF WORK: FABRICATE AND INSTALL (2) S/F FCO PARKING SIGNS

FABRICATION DETAILS:

1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P1**
2	**GRAPHICS:**	VINYL (V2) APPLIED TO FACE “YOU HAVE PARKED” TO REVERSE OUT TO EXPOSE PAINTED PANEL
3	**ILLUMINATION:**	NOT ILLUMINATED
4	**INSTALLATION:**	FLUSH TO WALL

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

VINYL:

V2 3M MATTE WHITE 20



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OVERSTREET PARKING GARAGE | **SIGN 0.1** **SINGLE FACE FLAT CUT OUT ALUMINUM DIRECTIONAL SIGN PANEL** | **QTY**: 1 | **SF**: 39.84 | Scale: 1” = 1’-0”

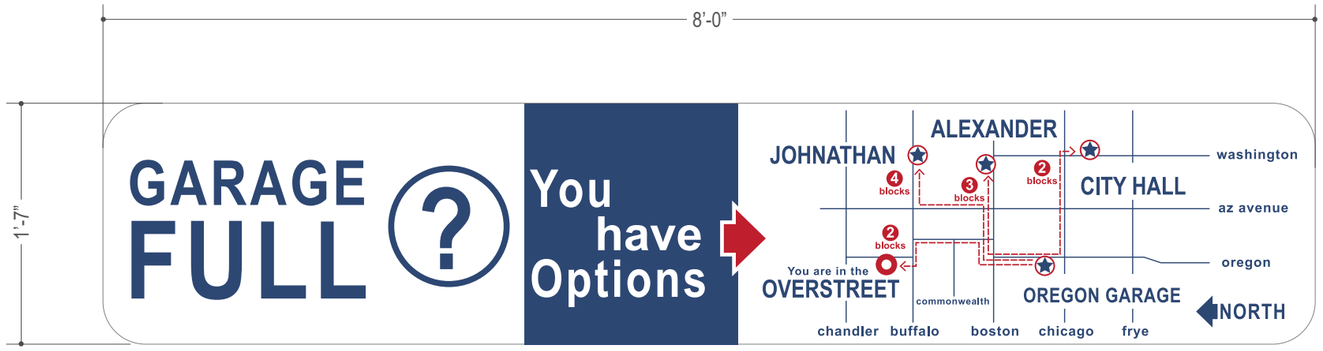
SCOPE OF WORK: FABRICATE AND INSTALL (1) S/F FCO “YOU ARE HERE” SIGN

FABRICATION DETAILS:

1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P2**
2	**VINYL DETAILS:**	DIGITAL PRINT VINYL GRAPHICS WITH UV LAMINATE APPLIED TO FACE
3	**ILLUMINATION:**	NOT ILLUMINATED
4	**INSTALLATION:**	FLUSH TO WALL

PAINT:

P2 WESTHIGHLAND WHITE SW7566



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OVERSTREET GARAGE

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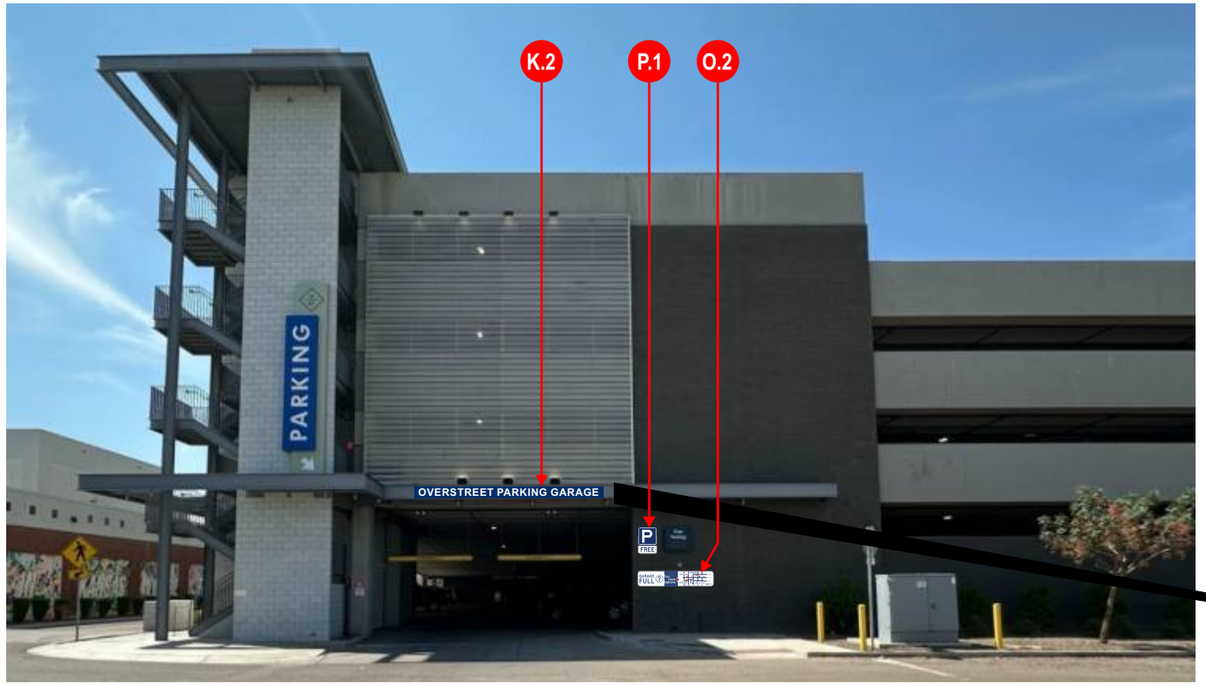
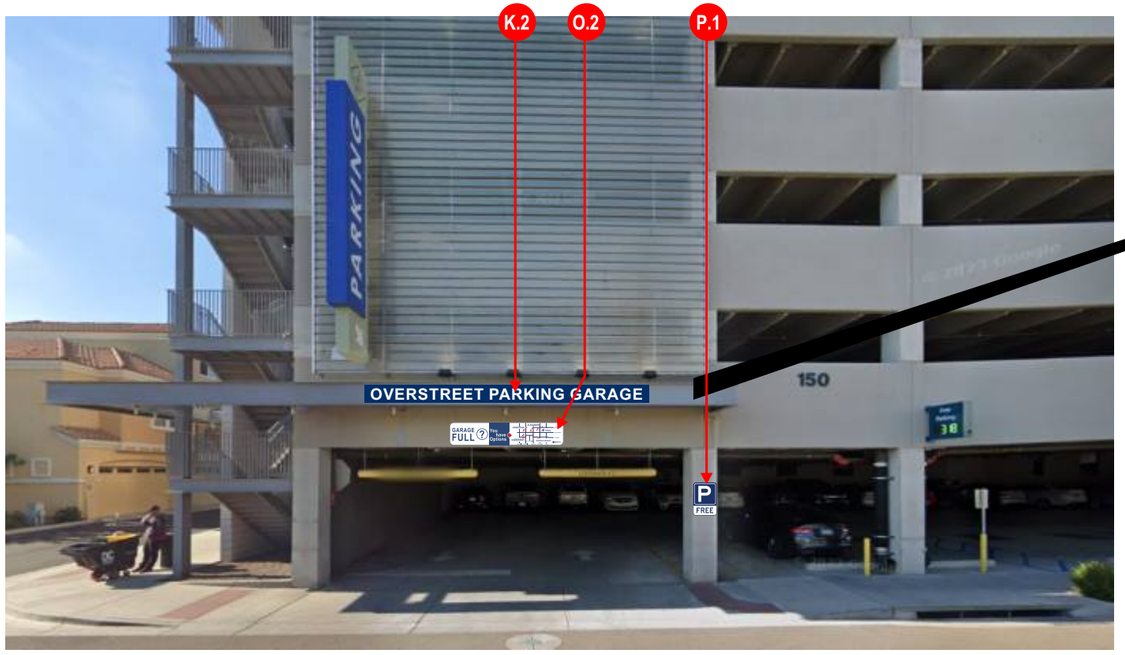
OVERSTREET PARKING GARAGE



OVERSTREET PARKING GARAGE - NORTH ELEVATION

Scale: 1/16” = 1’-0’





OVERSTREET PARKING GARAGE - EAST ELEVATION

Approximate Scale: 3/32” = 1’-0”

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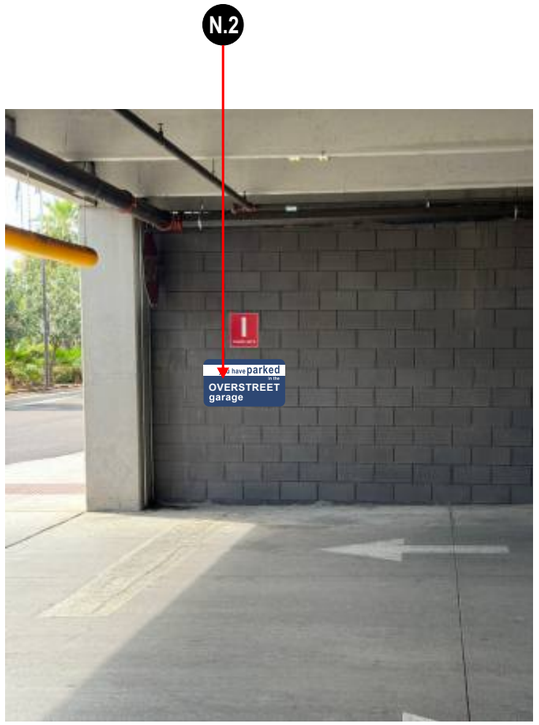
OVERSTREET PARKING GARAGE



Scale: ¼” = 1’-0”



Scale: 3/16” = 1’-0”



Scale: 3/16” = 1’-0”



Scale: 3/16” = 1’-0”

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Awnings #ROC260960
Electrical #ROC260958

OVERSTREET PARKING GARAGE | **NON-ILLUMINATED PARKING LOT ID SIGN** | **SIGN** K.2 | **QTY**: 2 | **SF**: 22.5 | Scale: 1/2" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (2) SINGLE FACED PARKING LOT ID SIGN PANELS

FABRICATION DETAILS:

1	**SIGN SUBSTRATE:**	ALUMINUM SIGN PANEL PAINTED **P1**
2	**VINYL DETAILS:**	**V1** VINYL APPLIED TO FACE OF SIGN
6	**INSTALLATION:**	INSTALL FLUSH TO WALL

PAINT:

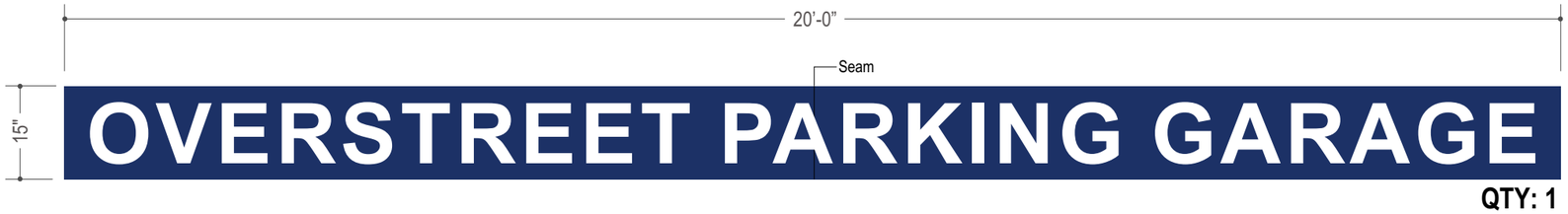
P1 SHERWIN WILLIAMS BLUEBLOOD SW6966

STANDARD VINYL:

V1 WHITE REFLECTIVE VINYL

FONT:

ARIAL BOLD



QTY: 1

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OVERSTREET PARKING GARAGE | **SIGN N.2** **SINGLE FACE FLAT CUT OUT ALUMINUM PARKING SIGN** | **QTY**: 4 | **SF**: 4.64 | Scale: 1 1/2" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (4) S/F FCO PARKING SIGNS

FABRICATION DETAILS:

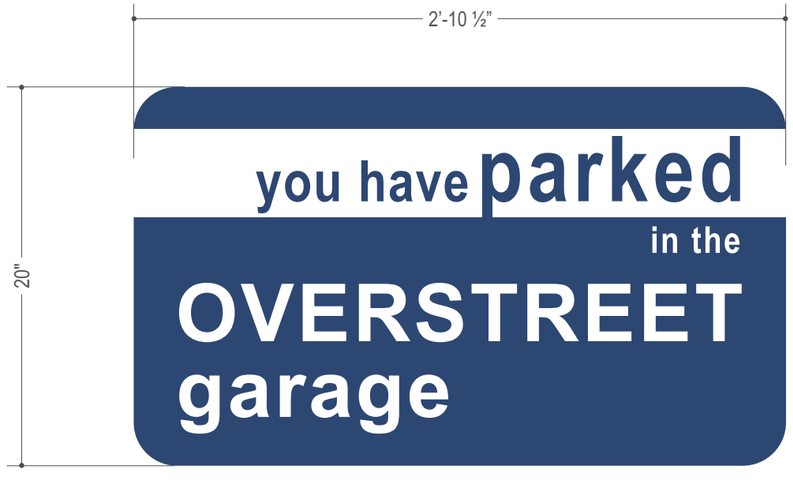
1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P1**
2	**GRAPHICS:**	VINYL (V2) APPLIED TO FACE "YOU HAVE PARKED" TO REVERSE OUT TO EXPOSE PAINTED PANEL
3	**ILLUMINATION:**	NOT ILLUMINATED
4	**INSTALLATION:**	FLUSH TO WALL

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

VINYL:

V2 3M MATTE WHITE 20



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OVERSTREET PARKING GARAGE | **SIGN 0.2** **SINGLE FACE FLAT CUT OUT ALUMINUM DIRECTIONAL SIGN PANEL** | **QTY**: 2 | **SF**: 12.64 | Scale: 3/4” = 1’-0”

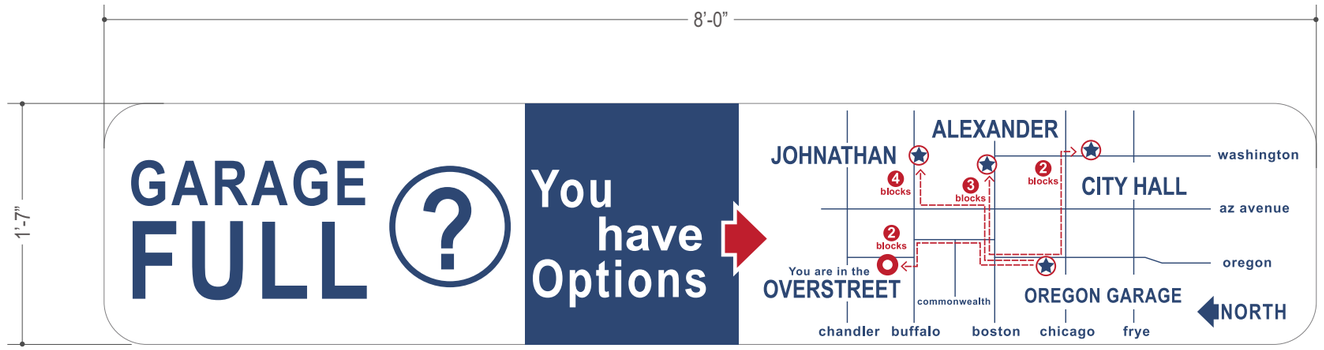
SCOPE OF WORK: FABRICATE AND INSTALL (2) S/F FCO “YOU ARE HERE” SIGNS

FABRICATION DETAILS:

1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P2**
2	**VINYL DETAILS:**	DIGITAL PRINT VINYL GRAPHICS WITH UV LAMINATE APPLIED TO FACE
3	**ILLUMINATION:**	NOT ILLUMINATED
4	**INSTALLATION:**	FLUSH TO WALL FACE ABOVE PARKING ENTRANCE

PAINT:

P2 WESTHIGHLAND WHITE SW7566



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OVERSTREET PARKING GARAGE | **SIGN P.1 SINGLE FACE FLAT CUT OUT ALUMINUM PARKING SIGN** | **QTY**: 2 | **SF**: 5.76 | Scale: 1 1/2" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (2) S/F FCO FREE PARKING SIGNS

FABRICATION DETAILS:

1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P1**
2	**"P" DETAILS:**	WHITE REFLECTIVE VINYL APPLIED TO SIGN FACE - **V1**
3	**VINYL DETAILS:**	BOTTOM OF SIGN TO HAVE **V2** VINYL OVERLAY WITH "FREE" TO REVERSE OUT
4	**ILLUMINATION:**	NOT ILLUMINATED
5	**INSTALLATION:**	FLUSH TO WALL

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

P2 WESTHIGHLAND WHITE SW7566

VINYL:

V1 WHITE REFLECTIVE VINYL

V2 3M MATTE WHITE 20



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OREGON STREET GARAGE

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OREGON STREET GARAGE



NORTH ENTRANCE OF OREGON STREET PARKING GARAGE

Scale: NTS





NORTH WEST CORNER OF CHICAGO AND OREGON STREET

Scale: NTS

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OREGON STREET GARAGE



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OREGON STREET GARAGE

N.3



Approx. Scale: ⅛” = 1’-0”

N.3



Approx. Scale: 3/16” = 1’-0”

N.4



Approx. Scale: ⅛” = 1’-0”

N.5



Approx. Scale: ⅜” = 1’-0”

YESCO
Custom Electric Signs
Phoenix Division
6725 West Chicago Street
Chandler, AZ 85226
480.449.3726
www.yesco.com

DESIGN

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Client:
City Of Chandler

Address:
Arizona Ave / Chandler Blvd
Chandler AZ

Account Executive:
Kelly Chipman / Jay Boyd

Designer:
Shana Chacon

Date:
07-29-2024

OPY:
63449

Revisions:

No.	Date
1	09.16.2024 SC
2	09.19.2024 SC

Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

OREGON STREET GARAGE | **SIGN K3 NON- ILLUMINATED SINGLE FACED PARKING IDENTIFICATION SIGN PANEL** | **QTY**: 2 | **SF**: 25.0 EA | Scale: 1/2" = 1'-0" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (2) SINGLE FACED FCO PANEL SIGNS

FABRICATION DETAILS:

1	**SIGN SUBSTRATE:**	ALUMINUM SIGN PANEL PAINTED **P1**
2	**VINYL DETAILS:**	**V1** VINYL APPLIED TO FACE OF SIGN
3	**INSTALLATION:**	INSTALL FLUSH TO CANOPY

PAINT:

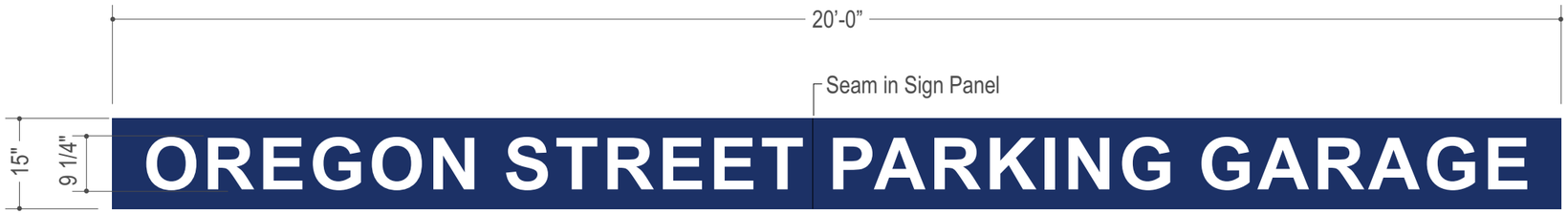
P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

STANDARD VINYL:

V1 WHITE REFLECTIVE VINYL

FONT:

ARIAL BOLD



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x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

OREGON STREET GARAGE | **SIGN N.3** SINGLE FACE FLAT CUT OUT ALUMINUM PARKING SIGN | **QTY**: 2 | **SF**: 2.32 | Scale: 3” = 1’-0”

SCOPE OF WORK: FABRICATE AND INSTALL (3) S/F FCO PARKING SIGNS

FABRICATION DETAILS:

1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P1**
2	**GRAPHICS:**	VINYL (V2) APPLIED TO FACE “YOU HAVE PARKED” TO REVERSE OUT TO EXPOSE PAINTED PANEL
3	**ILLUMINATION:**	NOT ILLUMINATED
4	**INSTALLATION:**	FLUSH TO WALL

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

VINYL:

V2 3M MATTE WHITE 20



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07-29-2024

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Revisions:

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1	09.16.2024 SC
2	09.19.2024 SC

Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

OREGON STREET GARAGE | **SIGN N.4 SINGLE FACE FLAT CUT OUT ALUMINUM PARKING SIGN** | **QTY**: 1 | **SF**: 11.45 | Scale: 1” = 1’-0”

SCOPE OF WORK: FABRICATE AND INSTALL (1) S/F FCO PARKING SIGN

FABRICATION DETAILS:

1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P1**
2	**GRAPHICS:**	VINYL (V2) APPLIED TO FACE “YOU HAVE PARKED” TO REVERSE OUT TO EXPOSE PAINTED PANEL
3	**ILLUMINATION:**	NOT ILLUMINATED
4	**INSTALLATION:**	FLUSH TO WALL

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

VINYL:

V2 3M MATTE WHITE 20

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07-29-2024

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Revisions:

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2	09.19.2024 SC

Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

OREGON STREET GARAGE | **SIGN N.5 SINGLE FACE FLAT CUT OUT ALUMINUM PARKING SIGN** | **QTY**: 1 | **SF**: 4.73 | Scale: 1 1/2" = 1'-0"

SCOPE OF WORK: FABRICATE AND INSTALL (1) S/F FCO PARKING SIGN

FABRICATION DETAILS:

1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P1**
2	**GRAPHICS:**	VINYL (V2) APPLIED TO FACE "YOU HAVE PARKED" TO REVERSE OUT TO EXPOSE PAINTED PANEL
3	**ILLUMINATION:**	NOT ILLUMINATED
4	**INSTALLATION:**	FLUSH TO WALL

PAINT:

P1 SHERWIN WILLIAMS BLUEBLOOD Sw6966

VINYL:

V2 3M MATTE WHITE 20



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Date:
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Revisions:

No.	Date
1	09.16.2024 SC
2	09.19.2024 SC

Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

OREGON STREET GARAGE | **SIGN 0.3** **SINGLE FACE FLAT CUT OUT "YOU ARE HERE" SIGN PANEL** | **QTY**: 1 | **SF**: 39.84 | Scale: 1 1/2" = 1'-0"

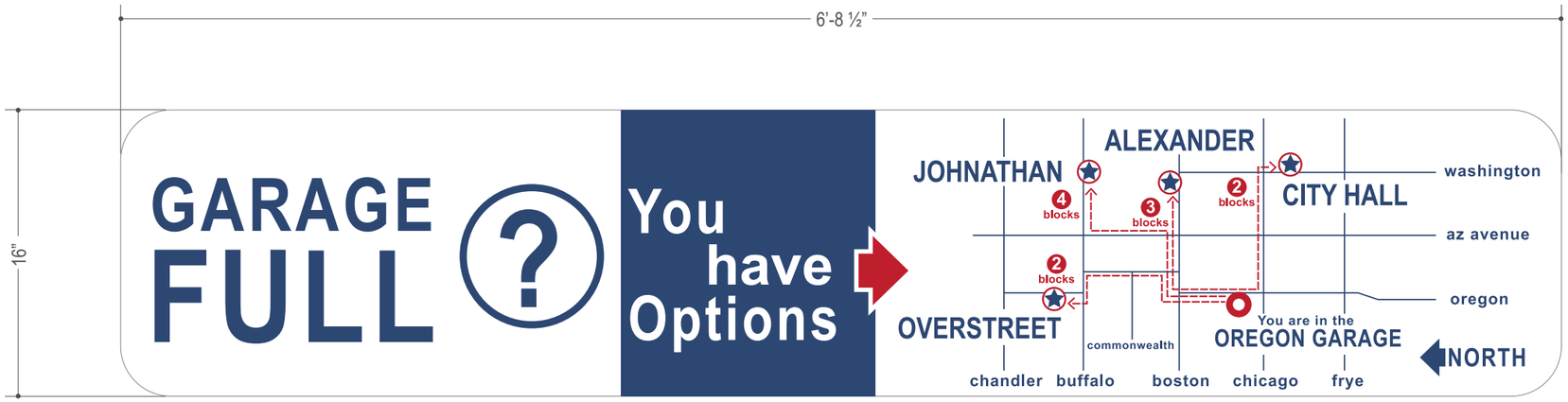
SCOPE OF WORK: FABRICATE AND INSTALL (1) S/F FCO "YOU ARE HERE" SIGN

FABRICATION DETAILS:

1	**SUBSTRATE**	FCO ALUMINUM SIGN PANEL PAINTED **P2**
2	**VINYL DETAILS:**	DIGITAL PRINT VINYL GRAPHICS WITH UV LAMINATE APPLIED TO FACE
3	**ILLUMINATION:**	NOT ILLUMINATED
4	**INSTALLATION:**	FLUSH TO WALL FACE ABOVE PARKING ENTRANCE

PAINT:

P2 WESTHIGHLAND WHITE SW7566



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AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-052

Date:	October 17, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Benjamin Cereceres, Planner
Subject:	PLH24-0001/PLT24-0001 Toll Brothers Uptown Introduction and Tentative Adoption of Ordinance No. 5110
Request:	Rezoning from Regional Commercial District (C-3) to Planned Area Development (PAD) for multi-family residential Preliminary Development Plan approval for site layout and building architecture Preliminary Plat approval
Location:	located approximately 1/4 mile north of the northeast corner of Arizona Avenue and Warner Road
Applicant:	Jason Morris, Whitey Morris Baugh PLC

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5110 approving PLH24-0001 Toll Brothers Uptown, Rezoning from Regional Commercial (C-3) to Planned Area Development (PAD) for multi-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH24-0001 Toll Brothers Uptown for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary PLT24-0001 Toll Brothers Uptown, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- The subject site is approximately 14.1 net acres and currently used as an auto dealership.
- The site is adjacent to another multi-family development currently under construction to the north and a retail development south of the site.
- The General Plan's designation of the North Arizona Avenue Growth Area, High Capacity Transit Corridor, and Employment allow for high density residential to be considered.
- The project consists of 420 dwelling units totaling 30 dwelling units per acre.

Surrounding Land Use Data:

North	Planned Area Development (PAD) for Multi-Family	South	PAD for Commercial
East	PAD for Multi-Family	West	Arizona Avenue, then Regional Commercial District (C-3)

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	North Arizona Avenue Growth Area, High Capacity Transit Corridor, Employment	No Change

Proposed Development

Proposed Land Use	• 420 multifamily dwelling units • 30 dwelling units per acre (du/ac) (staff proposes a maximum of 35 dwelling units per acre to allow for flexibility during the construction phase)
Building Setbacks	• Arizona Avenue (west): 20' • North Property line: 10' • South Property line: 10' • East Property line: 20'
Height	47' Parapet/53' Architectural Features (staff proposes a max.height of 55' to permit flexibility during the construction phase)

Roof Design	Varied Parapet Heights
Facade Material	• Stucco • Masonry Veneer • Metal Screens • Fiber Cement Panels
Building Accents	• Tower Element • Vertical Metal Screen Elements • Multi-height Parapets
Site Design & Open Space	• (6) four-story buildings, two (2) of which will front onto Arizona Avenue. Two internal buildings wrap the primary common area, and the remaining two (2) buildings are located toward the back of the development. • Amenities include event and activity lawns, fire pits and grilling stations, putting green, ball court and game tables, dog park, tot lot and pickleball court
Parking	• Required: 803 parking spaces • Provided: 803 parking spaces, including private garages, covered and uncovered spaces

Review and Recommendation

The subject site is zoned Regional Commercial District (C-3) and has contained a car dealership since 1986. The site is located within the General Plan's North Arizona Avenue Growth Area that encourages higher densities to support future transit efforts along Arizona Avenue, a high capacity transit corridor. The guidance supports the consideration of multi-family with densities exceeding 18 dwelling units per acre within the larger northern Chandler employment area.

Further policies for this growth area call for pedestrian-oriented improvements, transforming commercial centers into intense mixed-use developments, transitioning land use intensities to be respectful to existing neighborhoods, and enhancing Arizona Avenue as a point of entry through design. The proposed multi-family development aligns with the policies of the North Arizona Avenue Growth Area and the intent of the High-Capacity Transit Corridor, as identified within the General Plan, by increasing density and continuing to implement redevelopment.

The development presents a crafted regional/contextual eclectic design, referencing local characteristics of the existing built environment while considering the dynamic growing nature of this area of Chandler. All buildings feature four-sided architecture, with harmonious transition between the horizontal and vertical volumes articulated through massing and material, providing elements of human scale to the architecture. Redevelopment of the site to multi-family is appropriate and provides more housing within the City's boundaries. For these reasons, staff finds the proposed multi-family development aligns with the goals and policies within the General Plan. Planning and Zoning Commission recommends approval.

Traffic Analysis

A Traffic Impact Study (TIS) was provided by the applicant. The TIS has been reviewed and accepted by City traffic engineering staff.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was on the site and on social media via NextDoor.
- A neighborhood meeting was held on July 18, 2024. There were no residents in attendance.
- 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, September 18, 2024
Motion to Approve

In Favor: 6 Opposed: 0 Absent: 1 (Lopez)

Recommended Conditions of Approval

Rezoning
Planning and Zoning Commission recommends the City Council approve the rezoning from Regional Commercial District (C-3) to Planned Area Development (PAD) for multi-family residential subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Toll Brothers Uptown" and kept on file in the City of Chandler Planning Division, File No. PLH24-0001, modified by such

conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. High-density residential shall be permitted at a maximum density of thirty-five (35) dwelling units per acre.

3. Building height shall be limited to a maximum of fifty-five (55) feet in height.

4. 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.

5. The landscaping in all open-spaces shall be maintained by the property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

6. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

7. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Arizona Avenue	20'
North	10'
South	10'
East	20'

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 "Toll Brothers Uptown" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0001, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Landscaping plans (including for open spaces, retention, rights-of-way, and street medians) shall be approved by the Planning Administrator.

3. Fifty percent of the trees planted along the arterial streets shall be a minimum of 36-inch box and be a minimum of 12-feet in height at the time of planting.

4. The site shall be maintained in a clean and orderly manner.

5. Preliminary Development Plan approval does not constitute Final Development approval, compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

6. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.

7. 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 material.

8. A minimum of three (3) electric vehicle charging stations shall be installed per building.

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

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

Attachments

Ordinance No. 5110
Vicinity Maps
Development Booklet
Community Support
Traffic Study

ORDINANCE NO. 5110

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM REGIONAL COMMERCIAL (C-3) TO PLANNED AREA DEVELOPMENT (PAD) FOR MULTI-FAMILY RESIDENTIAL IN CASE PLH24-0001 (TOLL BROTHERS UPTOWN) LOCATED APPROXIMATELY ¼ MILE NORTH OF THE NORTHEAST CORNER OF ARIZONA AVENUE AND WARNER ROAD 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 Regional Commercial (C-3) to Planned Area Development (PAD) for high-density residential, subject to the following conditions:

1. Development shall be substantial conformance with the Development Booklet entitled "Toll Brothers Uptown" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0001, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. High-density residential shall be permitted at a maximum density of thirty-five (35) dwelling units per acre.

3. Building height shall be limited to a maximum of fifty-five (55) feet in height.

4. 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.

5. The landscaping in all 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.

6. The landscaping in all right-of-way shall be maintained by the adjacent property owner or property owners' association.

7. Minimum setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Arizona Avenue	20'
North	10'
South	10'
East	20'

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. 5110 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

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE WEST QUARTER CORNER OF SAID SECTION 15, BEING MARKED BY A BRASS CAP FLUSH, BEARS NORTH 00°00'00" EAST, A DISTANCE OF 2654.12 FEET;

THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 955.01 FEET TO THE SOUTH LINE OF THE NORTH 1100 FEET OF THE SOUTH 2055 FEET OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 676.01 FEET TO THE NORTH LINE OF THE SOUTH 1631 FEET OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89°40'45" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 510.00 FEET;

THENCE SOUTH 00°19'15" EAST, A DISTANCE OF 111.00 FEET TO THE NORTH LINE OF THE SOUTH 1520 FEET OF SAID SOUTHWEST QUARTER;

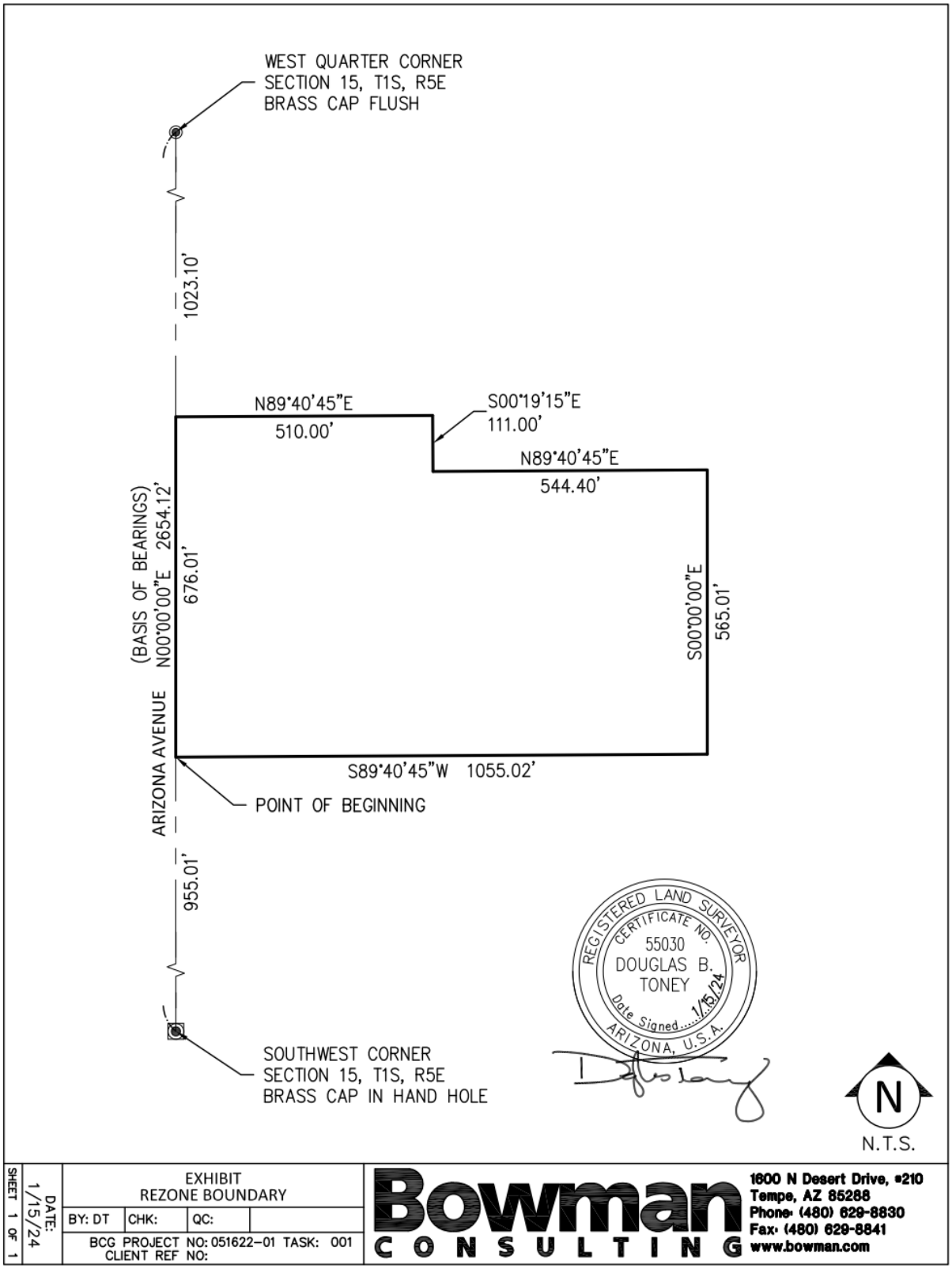
THENCE NORTH 89°40'45" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 544.40 FEET TO THE EAST LINE OF THE WEST 1055 FEET OF SAID SOUTHWEST QUARTER;

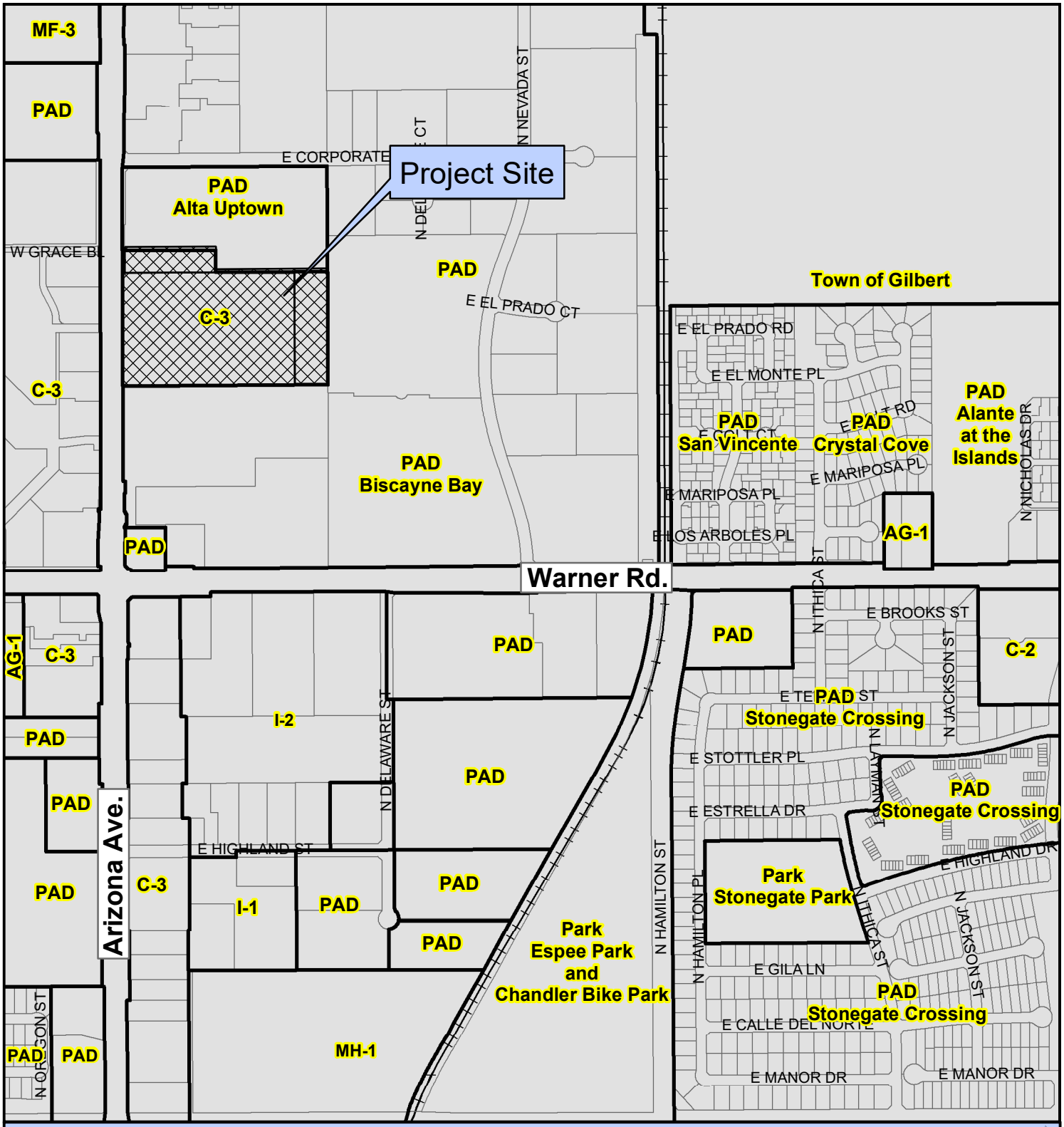
THENCE SOUTH 00°00'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 565.01 FEET TO THE SOUTH LINE OF THE NORTH 1100 FEET OF THE SOUTH 2055 FEET OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 89°40'45" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1055.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 652,729 SQ.FT. OR 14.9846 ACRES, MORE OR LESS.



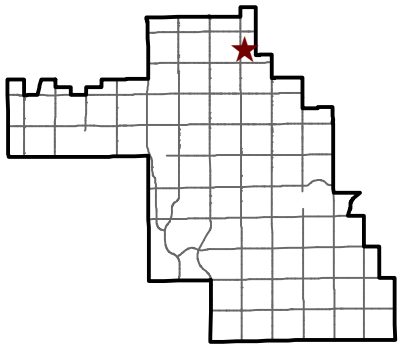

WEST QUARTER CORNER
SECTION 15, T1S, R5E
BRASS CAP FLUSH
1023.10'
N89°40'45"E
510.00'
S00°19'15"E
111.00'
N89°40'45"E
544.40'
(BASIS OF BEARINGS)
N00°00'00"E 2654.12'
676.01'
S00°00'00"E
565.01'
ARIZONA AVENUE
S89°40'45"W 1055.02'
POINT OF BEGINNING
955.01'
SOUTHWEST CORNER
SECTION 15, T1S, R5E
BRASS CAP IN HAND HOLE
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
55030
DOUGLAS B.
TONEY
Date Signed 1/15/24
ARIZONA, U.S.A.
N
N.T.S.
SHEET 1 OF 1
DATE: 1/15/24
EXHIBIT
REZONE BOUNDARY
BY: DT
CHK:
QC:
BCG PROJECT NO: 051622-01 TASK: 001
CLIENT REF NO:
Bowman
CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85288
Phone (480) 629-8830
Fax (480) 629-8841
www.bowman.com



PLH24-0001 Toll Brothers Uptown

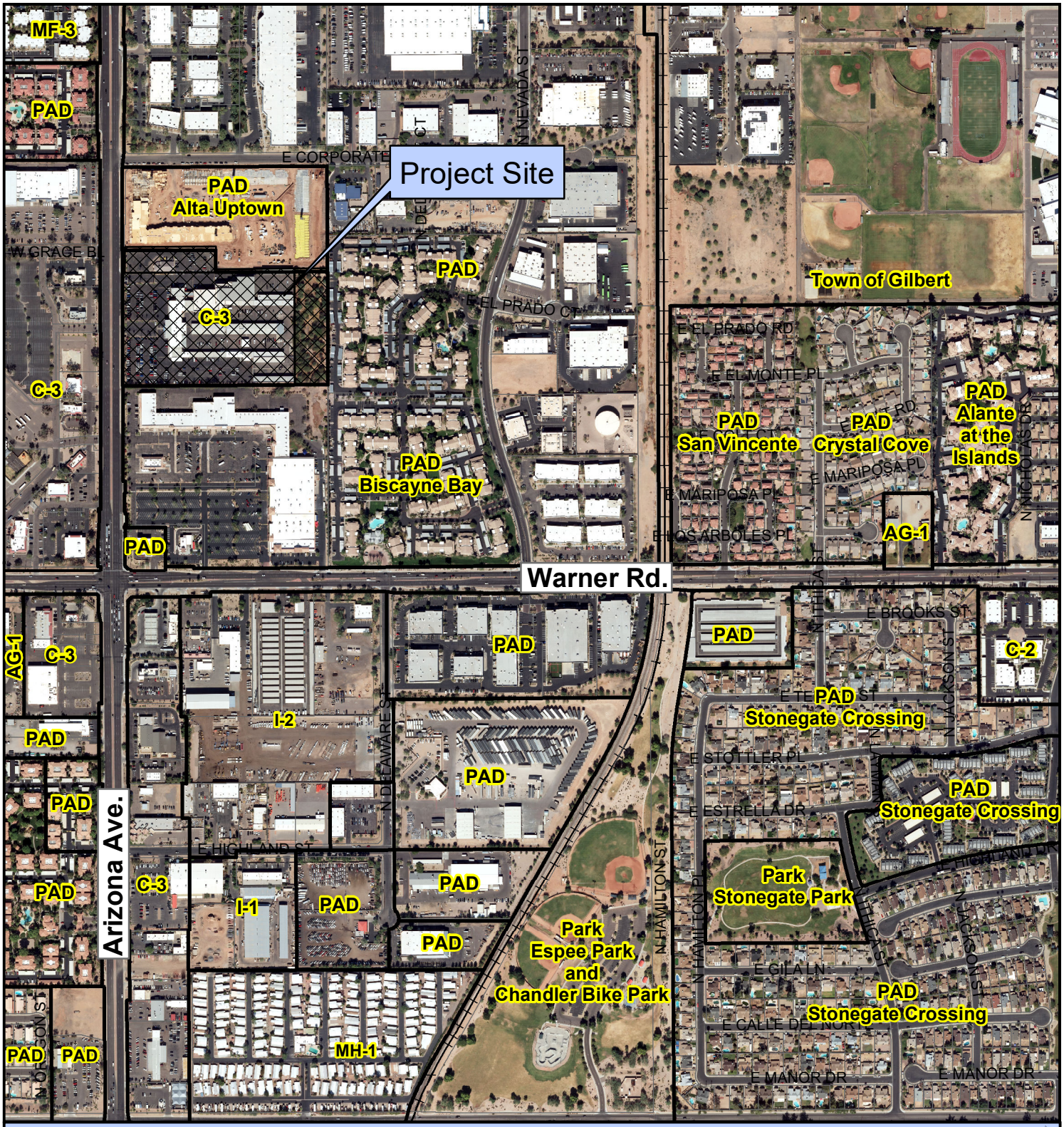
Proposed Project Details

Rezone/PDP
Approximately 14.1 acres
Multi-Family Residential (30 du/ac)



CHANDLER arizona

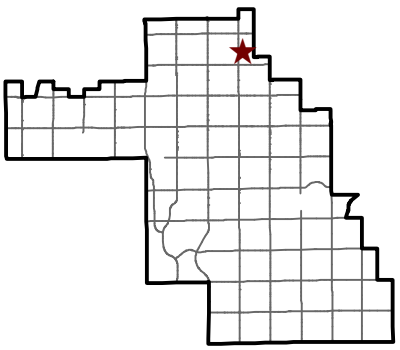
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH24-0001 Toll Brothers Uptown

Proposed Project Details

Rezone/PDP
Approximately 14.1 acres
Multi-Family Residential (30 du/ac)



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Toll Brothers Uptown

Rezoning, Preliminary Development Plan and Preliminary Plat Request

Case No. PLH24-0001& PLT24-0001

Submittal: September 3, 2024

WITHEY MORRIS BAUGH

Development Team

Developer:

Toll Brothers
APARTMENT LIVING

8767 E Via De Ventura, Ste 270
Scottsdale, AZ 85258

Legal Representative:
Withey Morris Baugh PLC
Jason Morris / Stephanie Watney, AICP
2525 East Arizona Biltmore Circle, Suite A-212
Phoenix, Arizona 85016

Architect:
Biltform Architecture
11460 North Cave Creek Road, Suite 11
Phoenix, Arizona, 85020

Civil Engineer:
Bowman:
2420 S. Power Road, Suite 105
Mesa, Arizona, 85209

Traffic Engineer:
Lōkahi, LLC:
10555 N. 114th Street, Suite 105
Scottsdale, AZ 85259

Landscape Architect:
Collaborative Design Studio
7116 E. 1st Avenue, Suite 103
Scottsdale, Arizona, 85251

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I. PLANNED AREA DEVELOPMENT

A. Introduction and Project Overview

On behalf of Toll Bros., Inc, a national developer of high-quality multi-family communities, this application is a request for approval of a Planned Area Development (PAD), Preliminary Development Plan ("PDP") and Preliminary Plat for the approximately 14.1 net acre property located at the southeast corner of Arizona Avenue and Grace Boulevard, otherwise commonly known as Maricopa County Assessor's Parcel Numbers 302-29-009E, -009G and -009L (cumulatively, the "Property") (See **Tab A, Aerial Map**). The Property is well-positioned along Arizona Avenue, a major arterial and designated High-Capacity Transit Corridor, with adjacency to Chandler Mercado, which features a number of experience-oriented commercial tenants, restaurants and more.

As background, the Property was developed approximately 40 years ago as a car dealership, better known today as Earnhardt Chevrolet. To the north of the Property is an in-progress multi-family development which was formerly a parking lot that was used for Earnhardt's related operations. That site was recently rezoned to a PAD to allow multi-family development due to market circumstances. Similarly, because of the inflationary environment and interest rates, together with locational attributes of the dealership, the Property and viability of it as an auto dealership has been impacted. Conversely, there is a significant statewide shortage of housing, and demand for quality housing – including within this area of Chandler. As such, this PAD provides a framework for re-development of the Property as a high-quality multi-family apartment community (the "Project").

As detailed herein, the intent of this PAD is to establish site-specific permitted uses, as well development standards and design criteria for redevelopment of the Property as a high-quality market rate multi-family apartment community which will help fill a need for quality and diverse residential housing proximate to transit, existing/future retail, and employment opportunities within the highly anticipated Uptown Chandler area. The proposed Project is a four-story, 420-unit multi-family community with an overall density of 30 dwelling units per acre. The Project will include a mix of studio (44), one-bedroom (213), two-bedroom (131) and three-bedroom (32) unit configurations ranging from 650 square feet to 1,450 square feet. This unit mix offers choice and options to accommodate a variety of lifestyles and transitions, from young graduates to retirees looking for a maintenance free, lock-and-leave lifestyle.

The proposed Toll Brothers Uptown multi-family community is in a unique location along a corridor anticipated for growth. It will be compatible with existing land use patterns in the area and help synergize the area with new residents, which will in turn support other nearby land uses.

B. Relationship to Adjacent Properties

The area surrounding the Property consists of a multi-family development to the east (Zoned PAD); a commercial shopping center to the south (Zoned PAD), which features a number of restaurant and activity-based tenants – all within walking distance of the Property; Arizona Avenue to the west, with a

variety of shops and offices beyond the arterial street (Zoned C-2); and future multi-family to the north (Zoned PAD).

C. General Plan and Zoning

The City of Chandler General Plan Future Land Use Map and Circulation Plan Map designates the Property as Employment / North Arizona Avenue Growth Area, and High Capacity Transit Corridor, respectively. Notably, the General Plan provides that residential densities may be considered in an Employment designation with a compatible mix of uses and an integral component, as described in growth area policies, or otherwise.

Further, the General Plan provides that multi-family "can be considered… within designated high-capacity transit corridors". As noted, the Property is located within a High-Capacity Transit Corridor, thus this request conforms to the vision of the General Plan. Further, the North Arizona Avenue Growth encourages higher densities to support future transit-oriented efforts along Arizona Avenue, a designated high-capacity transit corridor.

The existing zoning for the Property is C-3 District. As such, this PAD/PDP is requested to rezone the Property and allow multi-family residential as a permitted use at the Property, and to establish site layout and building architecture for the Project, as detailed further below.

D. Permitted Uses

1. Multi-family residential
2. Accessory uses for multi-family residential per Zoning Code Section 35-1001.

II. Preliminary Development Plan

The PDP establishes the site and building standards for development of the Property.

A. Development Standards

The following development standards are proposed for the Project:

Table 1 – Development Standards	
Development Standard	**PAD**
Building Height	47' (Parapet) 53' (Architectural Features)
Building Setbacks (Min) **Front (Arizona Avenue)** **Side (North Property Line)**	 **20'** 10'

Side (South Property Line)	10’
Rear (East Property Line)	20’
Perimeter Landscape Setbacks (Min)	
Front (Arizona Avenue)	20’[1]
Side (North Property Line)	10’[2,3]
Side (South Property Line)	10’
Rear (East Property Line)	20’
Min. Accessory Structure Setbacks (Parking Canopies)	10’
Lot Coverage (Max)	30%
Common Open Space	136,804 Square Feet (222 Square Feet/Bedroom)

Parking lot landscape area: In locations on the site plan where the frequency of parking lot planter islands exceeds one (1) planter/ten (10) spaces, additional 9-foot-wide islands may accommodate pedestrian sidewalks to promote pedestrian connectivity, provided that a minimum of five (5) shrubs is provided per island. Where a minimum of four (4) feet of clearance is provided, trees may also be accommodated within select islands, where feasible. Additional islands, not to exceed five (5) total, may also accommodate pedestrian sidewalks as provided above. This minor relief will allow for the required parking to be maintained while meeting the intent of landscape requirements.

B. Site Layout and Design

As designed, the proposed multi-family development features an urban design appropriate for adjacency to a high-capacity transit corridor. The main entry drive to the community includes buildings flanking either side of the entry drive, with the club house as the focal point, which provides a grand sense of arrival. The proposed development consists of six (6) four-story buildings, two (2) of which will front onto Arizona Avenue. Two (2) internal buildings wrap the primary common area, and the remaining two (2) buildings are located toward the back of the development. The height of the buildings is approximately 47 feet to the top of parapet, however the height is strategically extended in some key locations to a 53 feet. This additional height allows for architectural features and embellishment.

As shown on the enclosed conceptual site plan (**Tab B**), the proposed community will be highly amenitized with several meaningful amenity areas, to conceptually include the following:

- +/- 10,800 square foot club house and leasing office;
- Resort style swimming pool area featuring two (2) full-sized swimming pools, spa, sun deck, beach lawn, and pool cabanas;
- Entertainment pavilion with outdoor kitchen;

[1] The landscape setback along Arizona Avenue may include encroachment of view fencing to promote functional use of front yard open space.

[2] The landscape setback for the first 460 feet of the north (west) perimeter may be reduced to 2 feet to accommodate driveway access and recreational appurtenances. Any such reduction shall not exceed 250 consecutive linear feet.

[3] Trash compactor/recycling enclosures are permitted to encroach into the landscape setback.

- Event and activity lawns;
- Fire pits and grilling stations;
- Putting green;
- Ball courts and game tables;
- Dog park;
- Tot lot;
- Pickleball court;
- Pedestrian linkages to/from and throughout the Project, fostering connectivity and a sense of community;
- Alternative amenities analogous to the list above may be approved administratively by the Zoning Administrator in order to accommodate easement or utility conflicts.

The proposed development provides approximately 145,392 square feet of ground floor building area (23.6% lot coverage) and 171,284 square feet (26.2%) of landscaped area, including landscape medians. Primary vehicular access is provided via the main drive along the center of the Project's Arizona Avenue frontage. This access provides efficient access to the clubhouse and leasing office, while ensuring gate-controlled access to the larger community. A secondary full access is provided along the north end of the Project's frontage, which aligns with Grace Boulevard to the west. Additionally, an emergency access only driveway is provided along the south project boundary adjacent to Arizona Avenue. Finally, solid waste is provided to the east of the most northerly driveway and—due to the distance from the balance of units—trash valet is contemplated for resident convenience.

C. Architectural Design and Theme

The architectural approach is a crafted regional/contextual eclectic design, referencing local characteristics of the existing built environment while considering the dynamic and growing nature of this area of Chandler. The two buildings fronting Arizona Avenue flank the project's entry, with impactful tower elements emblazoned with the project name and articulated with vertical metal screen elements. These screens reference a similarly distinctive feature found on nearby Chandler City Hall. At the terminus of the project's entry is another building that surrounds a generously sized and landscaped amenity courtyard. All the buildings feature four-sided architecture, with a harmonious transition between the horizontal and vertical volumes that is articulated through massing and material, providing elements of human scale to the architecture. Use of multi-height parapets, individual deep balcony spaces with a variety of undulation treatments and spacious patios at the ground level provide visual interest and depth to the elevations. The buildings' fenestration creates varying patterns of gridded windows and grouped openings framed within larger scaled massing.

The architectural design is complemented by a desert appropriate landscape palette that surrounds the buildings, providing shade, character and greenery to the pedestrian experience. The central amenity area, a key feature to the community, can be accessed through a well-amenitized club house, providing a pleasing architectural transition to variety of exterior gathering spaces that promote human interaction. To further benefit the resident experience there is also an approximately 2.04-acre landscaped open space area located at the rear of the site, whereby the adjacent buildings are sited lengthwise to take advantage of views. See **Tab C, Perspective Renderings** and **Tab E, Elevations**.

The elevations include complementary colors, materials and textures that take cues from the surrounding area, while also providing a residential look and feel to the architecture. The exterior color palette balances neutral white and contrasting gray hues with darker warm colors of brown lap siding and stucco. In working with staff, the elevations have been fine tuned to include: block-like cladding material that wraps the two buildings facing Arizona Avenue and the clubhouse building; textured masonry veneer at prominent visible locations across all the buildings; elongated bracket detail at the metal canopies; and, distinctive white frame / brown inset articulation primarily at the building corners. These changes have contributed to overall enhancement of the project design. Masonry veneer enhances the base of the buildings with character and texture. See **Tab F, Colors and Materials Palette.**

D. Landscaping and Walls

The Community has been designed with ample open space and recreation areas comprised of quality amenities distributed throughout. The open space and shared recreation areas are intended to encourage resident interaction and create a sense of place. The Community also features a well-planned landscape theme which will contribute to a more livable environment.

The Project's frontage is planned with formal placements of Southern Live Oak and Wilson Olive trees, as well as bold massings of shrubs and accents, resulting in a strong formal streetscape design. Color, texture and massings will create visual interest for people and cars passing by. See ***Tab D, Landscape Plan***.

A conceptual wall plan is provided at **Tab D**. The wall plan identifies the north and south boundaries of the Property enclosed with a 6-foot-tall wall. There is an existing wall along the east boundary, which will be painted to match the theme of the Project. Along the Project's Arizona Avenue frontage are a series of yards enclosed with a 6-foot-tall decorative view fence.

E. Parking

There are 803 parking spaces required and provided for the proposed development, for an overall ratio of 1.91 parking spaces per unit. This provided parking includes 135 garage parking spaces, 135 tandem parking spaces, 285 covered parking spaces, and 248 open parking spaces. This ratio meets the requirements for guest parking and will mitigate spillover within the larger area. The overall parking ratio includes 16 accessible parking spaces, and Electric Vehicle parking will be provided at a rate of six percent for a total of 49 spaces for both EV ready and EV capable charging stations.

F. Signage

Conceptual building and monument signage is enclosed herein (**Tab G**). There are two (2) 6-foot-tall project monument signs proposed along the Arizona Avenue frontage, at the main entrance to the development. The proposed monument signage features a masonry veneer base, as well as reverse pan channel lettering pegged off of a painted stucco finish and rear illuminated. The proposed signage is architecturally integrated with the project elevations to ensure a cohesive appearance.

The sign plan also proposed two (2) street facing wall mounted signs, with a maximum sign area of 50 square feet each.

G. Phasing

It is anticipated that the Project will be developed under a single phase, subject to market conditions.

III. Engineering

A. Grading and Drainage

The grading and drainage design will incorporate onsite surface retention basins and underground retention systems. The requirement for this Property is to capture 110% of the 100-year 2-hour storm event. The Property will ultimately outfall to the northwest corner at Arizona Avenue. An approved City of Chandler underground storage system will be utilized.

The Arizona Avenue frontage will be rebuilt to remove and add deceleration lanes. The half-street drainage that historically was coming to the Property will be captured by scuppers and routed to underground retention. **See *Tab H,* Preliminary Grading and Drainage Plan.**

B. Water and Sewer

This Property is bound on the west by public right-of-way and existing public water and sewer infrastructure. There is an existing 12" sanitary main located within Arizona Avenue that will serve this site. There is an existing 16" water main within Arizona Avenue.

A private 8" sewer tap is planned to connect to an existing manhole in Arizona Avenue.

Two 8" water meters from the existing 16" water main in Arizona Avenue will connect to a private onsite 8" water system loop. The loop will be for domestic water service to the buildings, landscaping water, and multiple fire hydrants onsite as well as the fire sprinkler connection to the building. Onsite fire hydrant coverage will be provided to meet City of Chandler Fire Department requirements.

IV. Summary

This proposal will provide new, highly-amenitized and quality housing opportunities within Uptown Chandler, an important area of growth for the City, proximate to existing and future retail and employment opportunities, and major transportation arteries. The Project conforms to the City's established policy goals and will be a compatible and complementary land use for the area.

TAB A

Site Context Map



January 26, 2024

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Maricopa County GIO, Maricopa County Assessor's Office

2023 - Maricopa County Assessor's Office

TAB B

BUILDING #6 UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV
UNIT AS	STUDIO/1 BA 650 S.F.		16	10,400 S.F.
UNIT A1	1 BED/1 BA 787 S.F.		8	6,296 S.F.
UNIT A2	1 BED/1 BA 735 S.F.		6	4,410 S.F.
UNIT A6	1 BED/1 BA 752 S.F.		0	0 S.F.
UNIT B1	2 BED/2 BA 1,068 S.F.		0	0 S.F.
UNIT B2	2 BED/2 BA 1,153 S.F.		12	13,836 S.F.
UNIT B4	2 BD (DEN) 1 BA 1,067 S.F.		4	4,268 S.F.
UNIT B5	2 BED/2 BA 1,208 S.F.		0	0 S.F.
UNIT C1	3 BED/2 BA 1,450 S.F.		4	5,800 S.F.
TOTAL:			50	45,010 S.F.
AVG. S.F.			D.U.	900 S.F.
BUILDING NET RENTABLE S.F.				±42,074 S.F.
BUILDING GROSS S.F.				±63,800 S.F.

BUILDING #5 UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV
UNIT AS	STUDIO/1 BA 650 S.F.		0	0 S.F.
UNIT A1	1 BED/1 BA 787 S.F.		17	13,379 S.F.
UNIT A2	1 BED/1 BA 735 S.F.		6	4,410 S.F.
UNIT A6	1 BED/1 BA 752 S.F.		0	0 S.F.
UNIT B1	2 BED/2 BA 1,068 S.F.		4	4,272 S.F.
UNIT B2	2 BED/2 BA 1,153 S.F.		6	6,918 S.F.
UNIT B4	2 BD (DEN) 1 BA 1,067 S.F.		8	8,536 S.F.
UNIT B5	2 BED/2 BA 1,208 S.F.		0	0 S.F.
UNIT C1	3 BED/2 BA 1,450 S.F.		4	5,800 S.F.
TOTAL:			45	43,315 S.F.
AVG. S.F.			D.U.	963 S.F.
BUILDING NET RENTABLE S.F.				±40,610 S.F.
BUILDING GROSS S.F.				±61,765 S.F.

BUILDING #4 UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV
UNIT AS	STUDIO/1 BA 650 S.F.		8	5,200 S.F.
UNIT A1	1 BED/1 BA 787 S.F.		6	4,722 S.F.
UNIT A2	1 BED/1 BA 735 S.F.		10	7,350 S.F.
UNIT A6	1 BED/1 BA 752 S.F.		0	0 S.F.
UNIT B1	2 BED/2 BA 1,068 S.F.		0	0 S.F.
UNIT B2	2 BED/2 BA 1,153 S.F.		3	3,459 S.F.
UNIT B4	2 BD (DEN) 1 BA 1,067 S.F.		8	8,536 S.F.
UNIT B5	2 BED/2 BA 1,208 S.F.		0	0 S.F.
UNIT C1	3 BED/2 BA 1,450 S.F.		7	10,150 S.F.
TOTAL:			42	39,417 S.F.
AVG. S.F.			D.U.	939 S.F.
BUILDING NET RENTABLE S.F.				±36,892 S.F.
BUILDING GROSS S.F.				±56,361 S.F.

BUILDING #3 UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV
UNIT AS	STUDIO/1 BA 650 S.F.		0	0 S.F.
UNIT A1	1 BED/1 BA 787 S.F.		9	7,083 S.F.
UNIT A2	1 BED/1 BA 735 S.F.		18	13,230 S.F.
UNIT A6	1 BED/1 BA 752 S.F.		0	0 S.F.
UNIT B1	2 BED/2 BA 1,068 S.F.		4	4,272 S.F.
UNIT B2	2 BED/2 BA 1,153 S.F.		10	11,530 S.F.
UNIT B4	2 BD (DEN) 1 BA 1,067 S.F.		8	8,536 S.F.
UNIT B5	2 BED/2 BA 1,208 S.F.		0	0 S.F.
UNIT C1	3 BED/2 BA 1,450 S.F.		7	10,150 S.F.
TOTAL:			56	54,801 S.F.
AVG. S.F.			D.U.	979 S.F.
BUILDING NET RENTABLE S.F.				±51,323 S.F.
BUILDING GROSS S.F.				±76,906 S.F.

BUILDING #2 UNIT MIX:

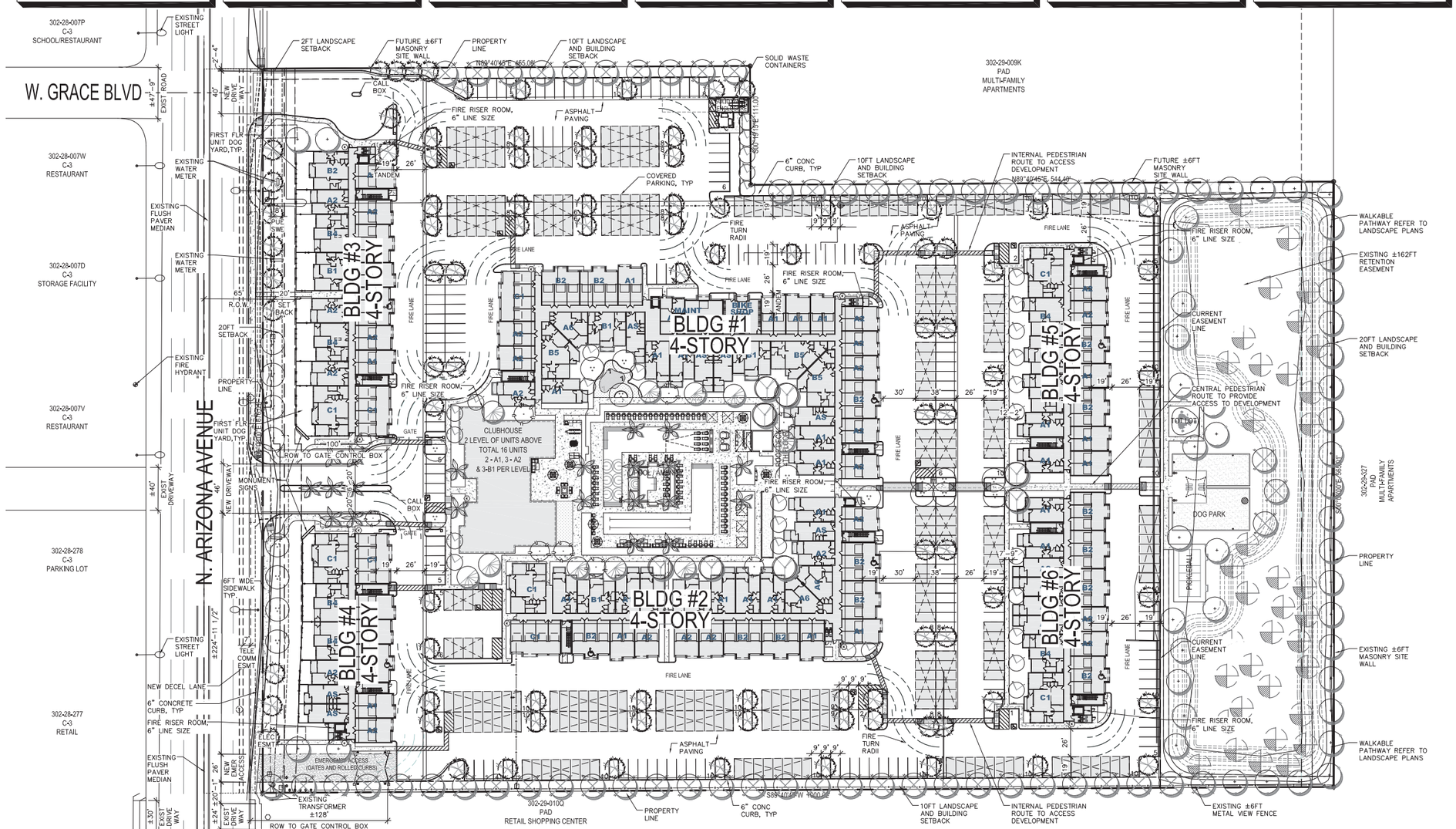
UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV
UNIT AS	STUDIO/1 BA 650 S.F.		4	2,600 S.F.
UNIT A1	1 BED/1 BA 787 S.F.		37	29,119 S.F.
UNIT A2	1 BED/1 BA 735 S.F.		16	11,760 S.F.
UNIT A6	1 BED/1 BA 752 S.F.		8	6,016 S.F.
UNIT B1	2 BED/2 BA 1,068 S.F.		8	8,544 S.F.
UNIT B2	2 BED/2 BA 1,153 S.F.		15	17,295 S.F.
UNIT B4	2 BD (DEN) 1 BA 1,067 S.F.		0	0 S.F.
UNIT B5	2 BED/2 BA 1,208 S.F.		0	0 S.F.
UNIT C1	3 BED/2 BA 1,450 S.F.		7	10,150 S.F.
TOTAL:			95	85,484 S.F.
AVG. S.F.			D.U.	900 S.F.
BUILDING NET RENTABLE S.F.				±80,020 S.F.
BUILDING GROSS S.F.				±122,445 S.F.

BUILDING #1 UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV
UNIT AS	STUDIO/1 BA 650 S.F.		16	10,400 S.F.
UNIT A1	1 BED/1 BA 787 S.F.		30	23,610 S.F.
UNIT A2	1 BED/1 BA 735 S.F.		28	20,580 S.F.
UNIT A6	1 BED/1 BA 752 S.F.		4	3,008 S.F.
UNIT B1	2 BED/2 BA 1,068 S.F.		8	8,544 S.F.
UNIT B2	2 BED/2 BA 1,153 S.F.		15	17,295 S.F.
UNIT B4	2 BD (DEN) 1 BA 1,067 S.F.		0	0 S.F.
UNIT B5	2 BED/2 BA 1,208 S.F.		12	14,496 S.F.
UNIT C1	3 BED/2 BA 1,450 S.F.		3	4,350 S.F.
TOTAL:			116	102,283 S.F.
AVG. S.F.			D.U.	882 S.F.
BUILDING NET RENTABLE S.F.				±95,538 S.F.
BUILDING GROSS S.F.				±150,514 S.F.

BUILDING CLUBHOUSE UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV
UNIT AS	STUDIO/1 BA 650 S.F.		0	0 S.F.
UNIT A1	1 BED/1 BA 787 S.F.		4	3,148 S.F.
UNIT A2	1 BED/1 BA 735 S.F.		6	4,410 S.F.
UNIT A6	1 BED/1 BA 752 S.F.		0	0 S.F.
UNIT B1	2 BED/2 BA 1,068 S.F.		6	6,408 S.F.
UNIT B2	2 BED/2 BA 1,153 S.F.		0	0 S.F.
UNIT B4	2 BD (DEN) 1 BA 1,067 S.F.		0	0 S.F.
UNIT B5	2 BED/2 BA 1,208 S.F.		0	0 S.F.
UNIT C1	3 BED/2 BA 1,450 S.F.		0	0 S.F.
TOTAL:			16	13,966 S.F.
AVG. S.F.			D.U.	873 S.F.
BUILDING NET RENTABLE S.F.				±13,020 S.F.
BUILDING GROSS S.F.				±27,608 S.F.



PROJECT NARRATIVE

THE INTENT OF THIS PROJECT IS TO DEVELOP A MULTI-FAMILY CLASS "A" (LUXURY) APARTMENT COMMUNITY, WITH A TOTAL OF 420 APARTMENT HOMES. SPECIFICALLY, THE DEVELOPMENT'S CURRENT CONCEPT INCLUDES:

- 44 STUDIO UNITS – 650 S.F.
- 213 ONE-BEDROOM UNITS – RANGING FROM APPROXIMATELY 735 SQUARE FEET TO 787 SQUARE FEET;
- 131 TWO-BEDROOM UNITS – RANGING FROM APPROXIMATELY 1,067 SQUARE FEET TO 1,208 SQUARE FEET; AND
- 32 THREE-BEDROOM UNITS – 1,450 SQUARE FEET; AND

THERE WILL BE QUALITY AMENITIES PROVIDE ON-SITE AT THE PROJECT, INCLUDING COVERED AND GARAGE PARKING OPTIONS, A RESORT STYLE POOL AND AN AMENITIZED CLUBHOUSE.

AS CURRENTLY PLANNED THERE WILL BE ONE (1) PRIMARY ACCESS POINT FOR THE PROJECT LOCATED ALONG N. ARIZONA AVENUE NEAR MID PROPERTYLINE OF N. ARIZONA AVENUE. A SECONDARY ACCESS LOCATED AT THE NEC OF PROPERTY LINE ON N. ARIZONA AVENUE. THE PROJECT WILL PROVIDE 818 PARKING STALLS – TANDEM PARKING, COVERED PARKING, ENCLOSED GARAGE, AND UNCOVERED PARKING SPACES THAT WILL BE EVENLY DISTRIBUTED ACROSS THE PROJECT.

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE WEST QUARTER CORNER OF SAID SECTION 15, BEING MARKED BY A BRASS CAP FLUSH, BEARS NORTH 00°00'00" EAST, A DISTANCE OF 2654.12 FEET;

THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 955.01 FEET TO THE SOUTH LINE OF THE NORTH 1100 FEET OF THE SOUTH 2055 FEET OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 676.01 FEET TO THE NORTH LINE OF THE SOUTH 1631 FEET OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89°40'45" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 510.00 FEET;

THENCE SOUTH 00°19'15" EAST, A DISTANCE OF 111.00 FEET TO THE NORTH LINE OF THE SOUTH 1520 FEET OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89°40'45" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 544.40 FEET TO THE EAST LINE OF THE WEST 1055 FEET OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00°00'00" EAST, ALONG SAID EAST LINE, A DISTANCE OF 565.01 FEET TO THE SOUTH LINE OF THE NORTH 1100 FEET OF THE SOUTH 2055 FEET OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 89°40'45" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1055.02 FEET TO THE POINT OF BEGINNING.

SITE PLAN NOTES

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPING AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN PHASE.
2. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
3. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
4. ALL EXTERNAL LIGHTING SHALL BE LOCATED AND DESIGNED TO PREVENT RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED.
5. THE FIRE DEPARTMENT DOUBLE CHECK ASSEMBLY SHALL BE PAINTED TO MATCH ADJACENT WALL COLOR.
6. SIGNS REQUIRE A SEPARATE PERMIT.
7. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED/CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR THE PROJECT.
8. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACK-FLOW DEVICES AND ANY OTHER UTILITY EQUIPMENT, NOT ABLE TO BE SCREENED BY LANDSCAPING OR WALLS SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
9. ALL WALLS OVER 7FT IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.
10. PROVIDE EMERGENCY RESPONDER RADIO COMMUNICATIONS AS REQUIRED BY CITY OF CHANDLER
11. FIRE APPARATUS ACCESS ROADS TO BE MARKED WITH PERMANENT "NO PARKING – FIRE LANE" SIGN AND DENOTED RED CURBS (FD111, IFC 503.3)

PROJECT DATA

SITE DATA:

SITE AREA: ±14.1 NET ACRES (±615,548 S.F.)
±14.98 GROSS ACRES (±652,729 S.F.)

ZONING: EXISTING: C-3
PROPOSED: PAD

APN NO'S.: 302-29-009E, 302-29-009G, 302-29-009L

PROPOSED USE: MULTI-FAMILY

PROPOSED DENSITY: 30 DU/NET AC

PROPOSED BUILDING HEIGHT: 4 STORY
47FT PARAPETS AND 53FT ARCHITECTURAL FEATURES

CONSTRUCTION TYPE AND OCCUPANCY GROUP: CONSTRUCTION TYPE 5A, SPRINKLERED
OCCUPANCY GROUPS: R2, U, A3, A4, B

LOT COVERAGE 145,392 S.F. / 615,548 S.F. = 23.6%

SETBACKS:	BUILDING:	LANDSCAPE:
FRONT – ARIZONA AVENUE:	20 FT	20 FT
SIDE – NORTH PROPERTY LINE	10 FT	10 FT
SIDE – SOUTH PROPERTY LINE:	10 FT	10 FT
REAR – EAST PROPERTY LINE:	20 FT	20 FT

LANDSCAPE AREA: 171,284 S.F. (26.2%)

COMMON OPEN SPACE
REQUIRED: (615 TOTAL BEDROOMS x 150 S.F.) 92,250 S.F. (100%)
PROVIDED: 136,804 S.F. (222 S.F. PER BEDROOM) (148%)

STREET FRONT YARD AREA 5,791 S.F.

PRIVATE OPEN SPACE
REQUIRED: 128 S.F. AT GROUND FLOORS / 64 S.F. AT UPPER FLOORS
PROVIDED: MINIMUM 128 S.F. AT GROUND FLOOR
MINIMUM 64 S.F. AT UPPER FLOORS
(PATIO & BALCONY AREAS SHOWN ON UNIT PLANS)

UNIT MIX:

STUDIO UNITS:	44 (10.5%)
ONE BEDROOM UNITS:	213 (50.7%)
TWO BEDROOM UNITS:	131 (31.2%)
THREE BEDROOM UNITS:	32 (7.6%)
TOTAL:	420 D.U.

UNIT TYPE		GROSS LIV	UNITS	%	TOTAL LIV. AREA
UNIT AS	STUDIO/1 BA	650 S.F.	44	10.5%	28,600 S.F.
UNIT A1	1 BED/1 BA	787 S.F.	111	26.4%	87,357 S.F.
UNIT A2	1 BED/1 BA	735 S.F.	90	21.4%	66,150 S.F.
UNIT A6	1 BED/1 BA	752 S.F.	12	2.9%	9,024 S.F.
UNIT B1	2 BED/2 BA	1,068 S.F.	30	7.1%	32,040 S.F.
UNIT B2	2 BED/2 BA	1,153 S.F.	61	14.5%	70,333 S.F.
UNIT B4	2 BED/1 BA	1,067 S.F.	28	6.8%	29,876 S.F.
UNIT B5	2 BED/2 BA	1,208 S.F.	12	2.8%	14,496 S.F.
UNIT C1	3 BED/2 BA	1,450 S.F.	32	7.6%	46,400 S.F.
TOTAL:			420 D.U.		384,276 S.F.
AVG. S.F.					915 S.F.

PARKING:

REQUIRED:	
STUDIO (1 PER UNIT)	44 P.S.
ONE BED UNIT (1.5 PER UNIT)	320 P.S.
TWO BED UNIT (2 PER UNIT)	262 P.S.
THREE BED UNIT (2.25 PER UNIT)	72 P.S.
GUEST (0.25 PER UNIT)	105 P.S.
TOTAL REQUIRED:	803 P.S.
	1.91 SPACE PER UNIT
PROVIDED:	
GARAGE PARKING	135 P.S.
TANDEM PARKING	135 P.S.
COVERED PARKING	285 P.S.
OPEN PARKING	248 P.S.
TOTAL PROVIDED:	803 P.S.
	1.91 SPACE PER UNIT
ACCESSIBLE PARKING:	(14 STANDARD AND 2 VAN STALLS) 16 P.S.
EV CAPABLE PARKING:	(6%) 49 P.S.

SYMBOL SCHEDULE

5 — # OF SPACES IN ROW 9'X19' PARKING SPACE
PEDESTRIAN CROSSWALK
BUILDING & SITE LIGHTING
28' INSIDE TURNING RADIUS
48' OUTSIDE TURNING RADIUS
IN ACCORDANCE WITH FIRE DEPT STANDARDS
ACCESSIBLE PARKING SPACE
FIRE HYDRANT
K — KNOX BOX LOCATIONS

VICINITY MAP:

SCALE: N.T.S.



NORTH

PRELIM SITE PLAN 'S'

SCALE: 1'–0" = 50'

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING RESUBMITTAL
-

REVISIONS:
1 – –
2
3
4
5
6

JOB NO: 23-031
SCALE: 1'-0" = 50'-0"
SHEET NO:

A1.0

© BILTFORM ARCHITECTURE GROUP, INC.



TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

SITE PLAN EXHIBIT | EX1

COLOR

N.T.S

07/29/2024

preliminary not for construction

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200
www.biltform.com

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TAB C



biltform architecture

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group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200
www.biltform.com

TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

PERSPECTIVE
COLOR
N.T.S

07/29/2024

P1

preliminary not for construction

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group, inc.
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Phone 602.285.9200
www.biltform.com

TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

PERSPECTIVE - STREET LEVEL

COLOR

N.T.S

07/29/2024

P2

preliminary not for construction

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TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

PERSPECTIVE
COLOR
N.T.S

07/29/2024

P3

preliminary not for construction

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biltform architecture

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group, inc.
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phoenix . arizona 85020
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TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

PERSPECTIVE
COLOR
N.T.S

07/29/2024

P4

preliminary not for construction

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TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

CLUBHOUSE FRONT PERSPECTIVE

COLOR

N.T.S

07/29/2024

P5

preliminary not for construction

© BILTFORM ARCHITECTURE GROUP, INC.



biltform architecture

biltform architecture
group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200
www.biltform.com

TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

CLUBHOUSE REAR PERSPECTIVE

COLOR

N.T.S

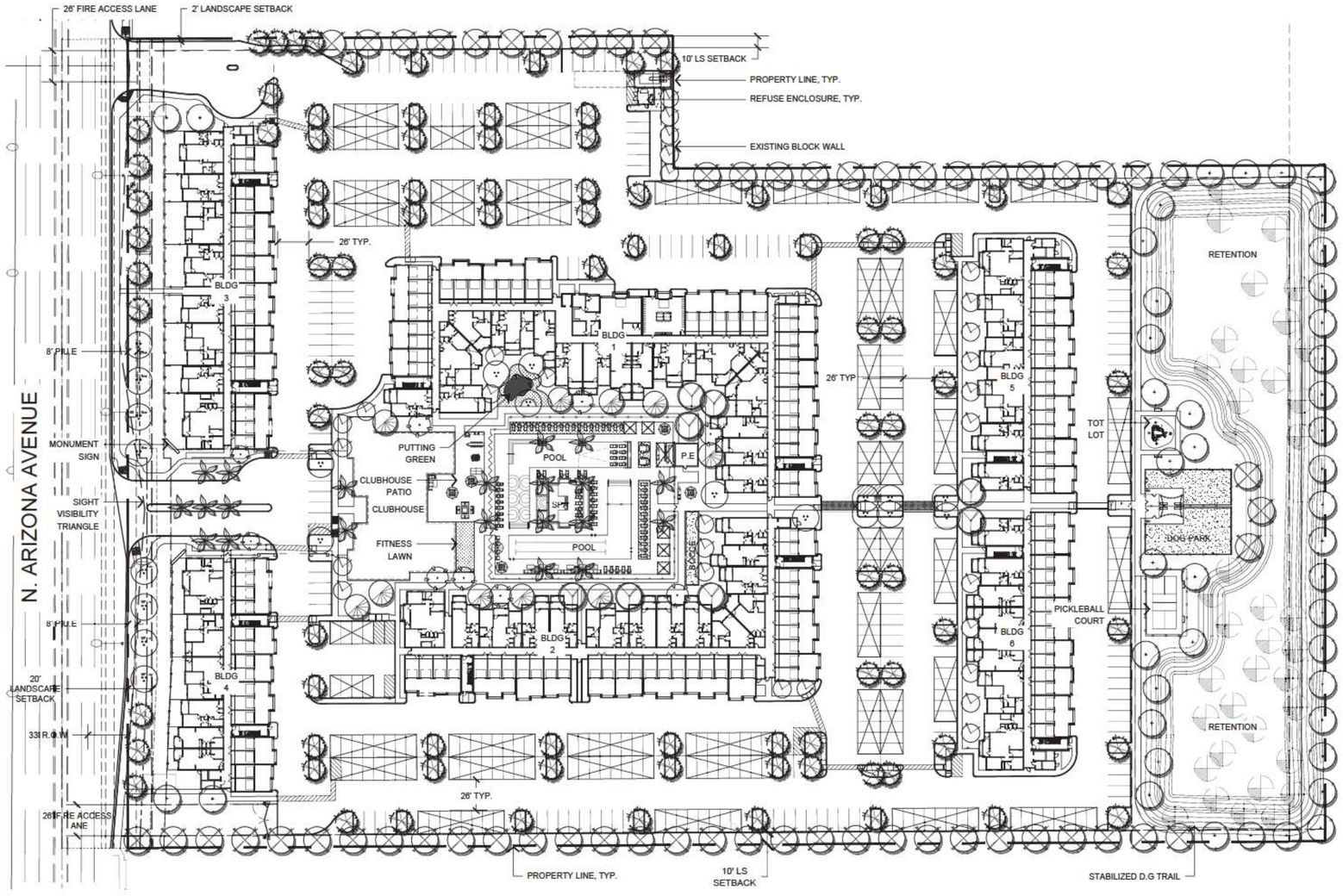
07/29/2024

P6

preliminary not for construction

© BILTFORM ARCHITECTURE GROUP, INC.

TAB D



PLANT PALETTE

BOTANICAL NAME	COMMON NAME	QTY	PLANTING SIZE		COMMENTS
TREES					
Acacia salicina	Willow Acacia	45	24" Box	6'H X 5'W	Standard Trunk Dense Canopy
Caesalpinia gilliesii	Yellow Bird of Paradise	7	24" Box	6'H X 5'W	Multi - Trunk Dense Canopy
Chitalpa tashkentensis	Chitalpa	10	24" Box	6'H X 5'W	Multi - Trunk Dense Canopy
Eucalyptus microtheca	Coolibah	57	24" Box	9'H X 4'W	Standard Trunk Dense Canopy
Nerium oleander	Red Oleander Tree	32	24" Box	10'H X 5'W	Standard Trunk Dense Canopy
Olea europaea 'wilsonii'	Wilson Olive	13 8	24" Box 36" Box	6'H X 5'W 9'H X 7'W	Multi - Trunk Dense Canopy
Phoenix dactylifera	Date Palm	21	25' C.T.H.		Matching Form Diamond Cut
Pistacia x 'Red Push'	Red Push Pistache	8	24" Box	6'H X 3'W	Standard Trunk Dense Canopy
Quercus virginiana	Southern Live Oak	92	24" Box	6'H X 5'W	Standard Trunk Dense Canopy
Existing Tree					

All trees shall comply with the latest amended edition of he "Arizona Nursery Association - Recommended Tree Specifications." See Section 1903(6)(a), Zoning Code.

ACCENTS				
Agave desmetiana 'Variegata'	Variegated Agave	85	5 Gal.	As Per Plan
Aloe barbadensis	Medicinal Aloe	52	5 Gal.	As Per Plan
Bignonia capreolata 'Tangerine Beauty'	Tangerine Beauty	17	5 Gal.	As Per Plan
Bougainvillea 'Torch Glow'	Torch Glow Bougainvillea	33	5 Gal.	As Per Plan
Dasylirion longissima	Toothless Spoon	178	5 Gal.	As Per Plan
Hesperaloe parviflora 'Perpa'	Brakelights Red Yucca	100	5 Gal.	As Per Plan
Muhlenbergia rigida 'Nashville'	Nashville Grass	84	5 Gal.	As Per Plan
Pedilanthus macrocarpus	Lady Slipper Plant	66	5 Gal.	As Per Plan
Phoenix roebelenii	Pygmy Date	4	5 Gal.	As Per Plan
Yucca rupicola	Twisted Leaf Yucca	17	5 Gal.	As Per Plan
SHRUBS				
Dodonaea viscosa	Hopseed Bush	55	5 Gal.	As Per Plan
Eremophila hygrophana	Blue Bells	64	5 Gal.	As Per Plan
Eremophila glabra 'Winter Blaze'	Winter Blaze	76	5 Gal.	As Per Plan
Leucophyllum frutescens 'Heavenly Cloud'	Heavenly Cloud Sage	153	5 Gal.	As Per Plan
Ruellia Peninsularis	Baja Ruellia	238	5 Gal.	As Per Plan
Tecoma 'Bells of Fire'	Bells of Fire Tecoma	217	5 Gal.	As Per Plan
Tecoma 'Orange Jubilee'	'Orange Jubilee' Tecoma	224	15 Gal.	As Per Plan
GROUND COVERS				
Callistemon 'Little John'	Little John Dwarf Bottlebrush	97	1 Gal.	As Per Plan
Eremophila glabra 'Mingenew Gold'	Outback Sunrise Outback	393	1 Gal.	As Per Plan
Lantana montevidensis	Purple Trailing Lantana	279	1 Gal.	As Per Plan
Lantana x 'New gold'	New Gold Lantana	102	1 Gal.	As Per Plan
Teucrium chamaedrys	Germander	131	1 Gal.	As Per Plan

MISCELLANEOUS

DG	Decomposed Granite - Granite Express "ExpressRose" 3/8" Screened, 2" Depth In All Planting Areas (Typ.) - 165,939 SF
	Synthetic Turf - ForeverLawn "Fusion Pro" Turf or Approved Equal - 3,031 SF
	Synthetic Turf - ForeverLawn "EX Putt" Turf or Approved Equal - 346 SF
	Hybrid Bermuda Sod - 3,968 SF

CITY OF CHANDLER

PLANT TYPE	M NIMUM PLANT NG SIZE
Trees (for residential development adjoining arterial streets)	24-inch box (50% of required trees) 36-inch box (50% of required trees)
Trees (quantities that exceed minimum code standards)	15-gallon
Shrubs	5-gallon
Ground Cover	1-gallon
Vines	1-gallon
Annuals	4-inch pots or flats

PLANT QUANTITY SCHEDULE

LOCATION	REQUIRED	PROV DED
COMMON OPEN SPACE	1 Tree/6 Shrubs per 1,000 SF	
TREES	100	100
SHRUBS	600	885
RIGHT-OF-WAY	1 Tree/6 Shrubs per 30 LF	
TREES	17	17
SHRUBS	105	213
PARK NG AREAS	1 Tree/5 Shrubs per Planter	
TREES	69	69
SHRUBS	345	345
LANDSCAPE BUFFER	1 Evergreen Tree/6 Shrubs per 30 LF	
TREES	89	90
SHRUBS	534	648

LANDSCAPE SITE DATA

** TOTAL SITE AREA	652 729	SQ. FT.	14.1	AC.
** TOTAL BUILDING AREA	145,392	SQ. FT.	22.3	% OF TOTAL SITE AREA
TOTAL LANDSCAPE AREA	173,656	SQ. FT.	26.6	% OF TOTAL SITE AREA
TOTAL PARK NG AREA	140 391	SQ. FT.	21.5	% OF TOTAL SITE AREA
LANDSCAPE IN PARKING AREA	14,410	SQ. FT.	10.3	%

10% M N MUM OF PARK NG LOT NTERIOR SURFACE AREA SHALL BE LANDSCAPED

** TOTAL TURF AREA	7 345	SQ. FT.	4.2	% OF TOTAL LANDSCAPE AREA
** SHRUBS/GCOVERS	104 714	SQ. FT.	60.3	% OF TOTAL LANDSCAPE AREA
NORGANIC/GRANITE	165,939	SQ. FT.	95.6	% OF TOTAL LANDSCAPE AREA

** NOTE: QUANTITIES PROV DED INCLUDE ONSITE IMPROVEMENTS

STREET FRONTAGE-
20' OF LANDSCAPED AREA ALONG ROW/STREET FRONTAGE LANDSCAPE REQU RED: 1 TREE AND 6 SHRUBS PER 30 L.F. PLUS 50% LIVE GROUND COVER (NOT NCLUDING TREE CANOPIES)
ARTERIAL STREETS (NON-COMMERCIAL): MINIMUM, 50%- 36" BOX TREES, 50%- 24" BOX TREES
526 L.F. 18 # TREES (REQU RED) 17 # TREES (PROVIDED)
105 # SHRUBS (REQUIRED) 213 # SHRUBS (PROV DED)
10,105 S.F. OF LANDSCAPE AREA 55 % TOTAL COVERAGE OF ADDITIONAL SHRUBS AND GROUND COVER

CONCEPTUAL LANDSCAPE PLAN
SCALE 1" 50'-0"
0 25' 50' 100' NORTH

COLLABORATIVE DESIGN STUDIO
Collaborative V Design Studio Inc.
7116 East 1st Ave., Suite 103
Scottsdale, Arizona 85251
office: 480-347-0590
fax: 480-656-6012

Registered Landscape Architect CERTIFICATE NO. 45497 MATTHEW PAUL DRAPER ARIZONA, U.S.A. 04/01/2024
EXPIRES 06 / 30 / 2025

LANDSCAPE IMPROVEMENTS
2121 N. Arizona Ave.
Chandler, AZ

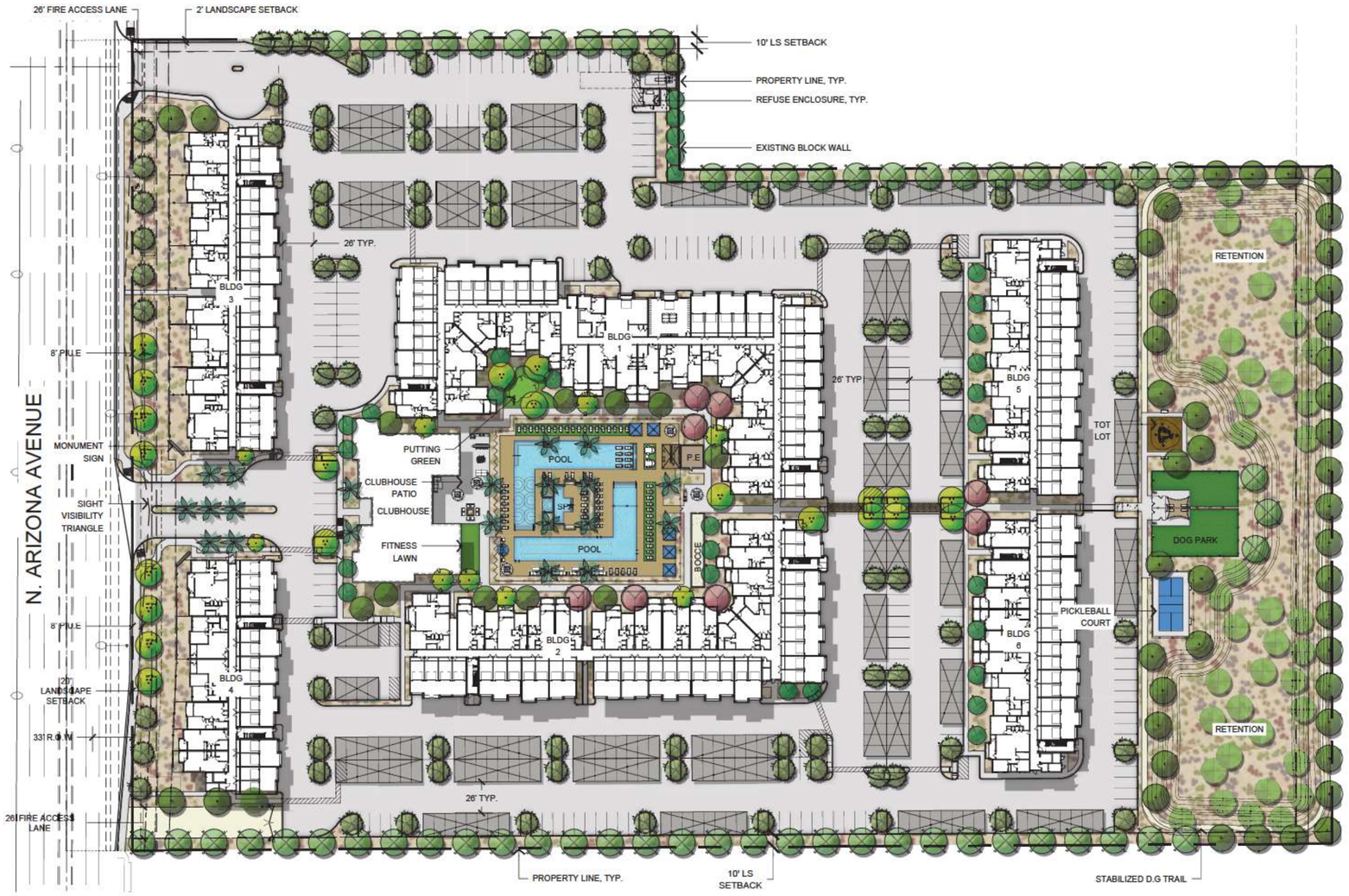
CONCEPTUAL LANDSCAPE PLAN

Call at least two full working days before you dig, it's the law! Dial 811 or 1-800-STAKE-IT (782-5348) In Maricopa County (602) 263-1100

DESIGNED BY: HR
DRAWN BY: HR
CHECKED BY: PV/MD
DATE: January 25, 2024
REVISIONS: May 20, 2024 City Comments
August 1, 2024 City Comments

2121 N. Arizona Ave.
PDP Submittal

L1.1



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7116 East 1st Ave., Suite 103
Scottsdale, Arizona 85251
office: 480-347-0590
fax: 480-656-6012

Registered Landscape Architect
CERTIFICATE NO. 46497
MATTHEW PAUL DREIER
ARIZONA, U.S.A.
06/01/2024
EXPIRES 06 / 30 / 2025

LANDSCAPE IMPROVEMENTS
2121 N. Arizona Ave.
Chandler, AZ

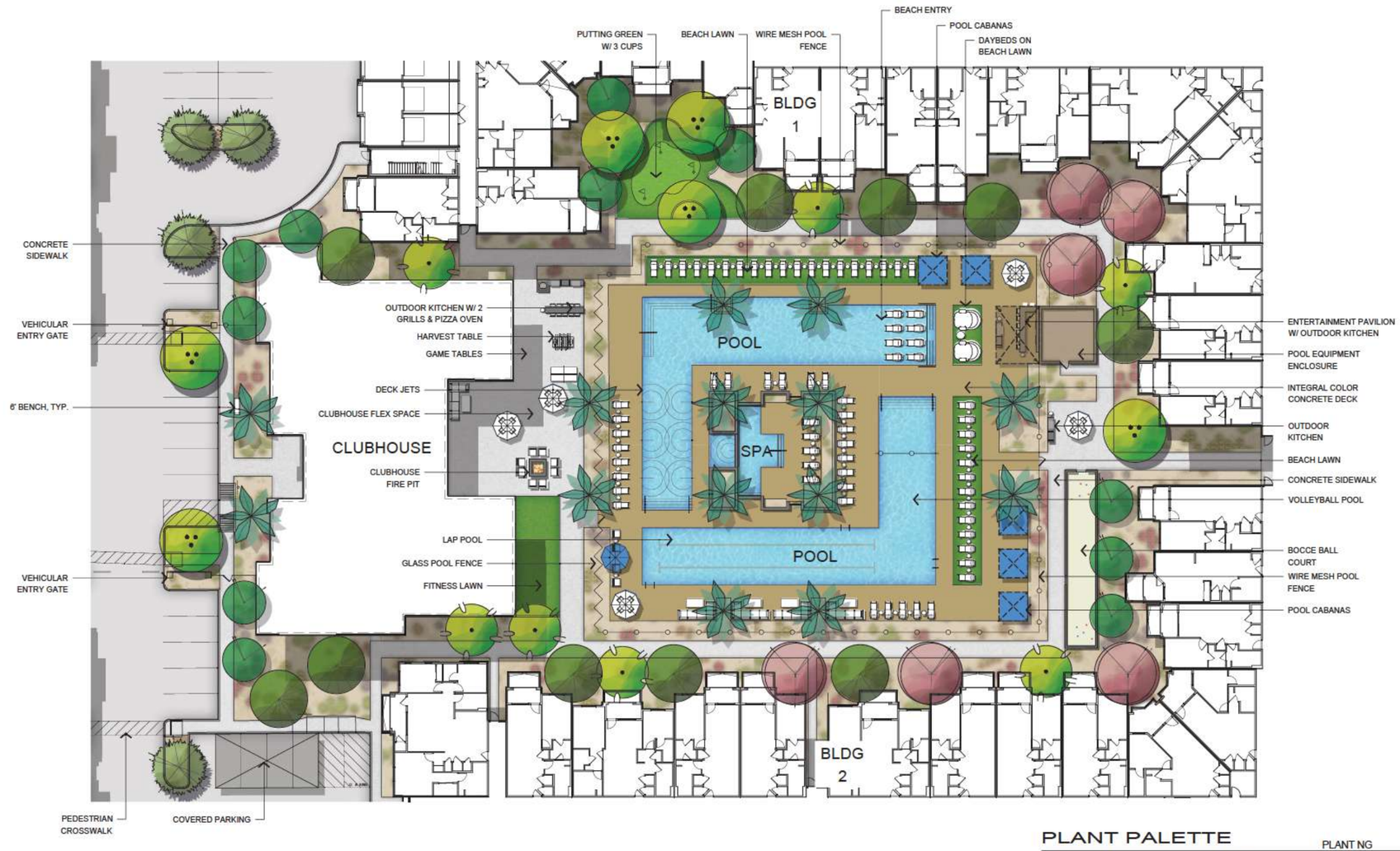
CONCEPTUAL LANDSCAPE PLAN

Call at least two full working days before you begin excavation. CLEAR 811 Dial 8-1-1 or 480-6 AXS (780-0488) in Maricopa County. (602 263- 0)

DESIGNED BY: HR
DRAWN BY: HR
CHECKED BY: PV/MD
DATE: January 25, 2024
REVISIONS: May 20, 2024 City Comments
August 1, 2024 City Comments

2121 N. Arizona Ave.
PDP Submittal

L1.2



CONCEPTUAL CENTRAL COURTYARDS PLAN

SCALE 1" 20'-0"

0 5' 10' 20' 40'

NORTH

PLANT PALETTE

BOTANICAL NAME	COMMON NAME	QTY	PLANT NG SIZE		COMMENTS
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Acacia salicina	Willow Acacia	45	24" Box	6'H X 5'W	Standard Trunk Dense Canopy
Caesalpinia gilliesii	Yellow Bird of Paradise	7	24" Box	6'H X 5'W	Multi - Trunk Dense Canopy
Chitalpa tashkentensis	Chitalpa	10	24" Box	6'H X 5'W	Multi - Trunk Dense Canopy
Eucalyptus microtheca	Coolibah	57	24" Box	9'H X 4'W	Standard Trunk Dense Canopy
Nerium oleander	Red Oleander Tree	32	24" Box	10'H X 5'W	Standard Trunk Dense Canopy
Olea europaea 'wilsonii'	Wilson Olive	13 8	24" Box 36" Box	6'H X 5'W 9'H X 7'W	Multi - Trunk Dense Canopy
Phoenix dactylifera	Date Palm	21	25' C.T.H.		Matching Form Diamond Cut
Pistacia x 'Red Push'	Red Push Pistache	8	24" Box	6'H X 3'W	Standard Trunk Dense Canopy
Quercus virginiana	Southern Live Oak	92	24" Box	6'H X 5'W	Standard Trunk Dense Canopy
Existing Tree					

All trees shall comply with the latest amended edition of he "Arizona Nursery Association - Recommended Tree Specifications." See Section 1903(6)(a), Zoning Code.

COLLABORATIVE DESIGN STUDIO

Collaborative V Design Studio Inc.
7116 East 1st Ave.,
Suite 103
Scottsdale, Arizona
85251
office: 480-347-0590
fax: 480-656-6012

Registered Landscape Architect
CERTIFICATE NO. 46497
MATTHEW PAUL DRISER
ARIZONA, U.S.A.
01/01/2024
EXPIRES 06 / 30 / 2025

LANDSCAPE IMPROVEMENTS
2121 N. Arizona Ave.
Chandler, AZ

Call at least two full working days before you begin excavation
ARIZONA 811
Dial 8-1-1 - 480-B AVE-1 (782-5348)
in Maricopa County (602) 263-1100

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DRAWN BY: HR
CHECKED BY: PV/MD
DATE: January 25, 2024
REVISIONS: May 20, 2024 City Comments
August 1, 2024 City Comments

2121 N. Arizona Ave.
PDP Submittal

AMENITY ENLARGEMENT

L1.3



CONCEPTUAL DOG PARK PLAN

SCALE 1" 20'-0"

0 5' 10' 20' 40'

NORTH

PLANT PALETTE

PLANT NG

BOTANICAL NAME	COMMON NAME	QTY	SIZE		COMMENTS
TREES					
Acacia salicina	Willow Acacia	45	24" Box	6'H X 5'W	Standard Trunk Dense Canopy
Caesalpinia gilliesii	Yellow Bird of Paradise	7	24" Box	6'H X 5'W	Multi - Trunk Dense Canopy
Chitalpa tashkentensis	Chitalpa	10	24" Box	6'H X 5'W	Multi - Trunk Dense Canopy
Eucalyptus microtheca	Coolibah	57	24" Box	9'H X 4'W	Standard Trunk Dense Canopy
Nerium oleander	Red Oleander Tree	32	24" Box	10'H X 5'W	Standard Trunk Dense Canopy
Olea europaea 'wilsonii'	Wilson Olive	13 8	24" Box 36" Box	6'H X 5'W 9'H X 7'W	Multi - Trunk Dense Canopy
Phoenix dactylifera	Date Palm	21	25' C.T.H.		Matching Form Diamond Cut
Pistacia x 'Red Push'	Red Push Pistache	8	24" Box	6'H X 3'W	Standard Trunk Dense Canopy
Quercus virginiana	Southern Live Oak	92	24" Box	6'H X 5'W	Standard Trunk Dense Canopy
Existing Tree					

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85251
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fax: 480-656-6012

Registered Landscape Architect
CERTIFICATE NO. 45497
MATTHEW PAUL DRAPER
ARIZONA, U.S.A.
06/30/2024

EXPIRES 06 / 30 / 2025

LANDSCAPE IMPROVEMENTS
2121 N. Arizona Ave.
Chandler, AZ

AMENITY ENLARGEMENT

Call at least two full working days before you begin excavation.
811 or 1-800-STAKE-IT (Arizona Blue Stake, Inc.)
In Maricopa County (602) 263-1100

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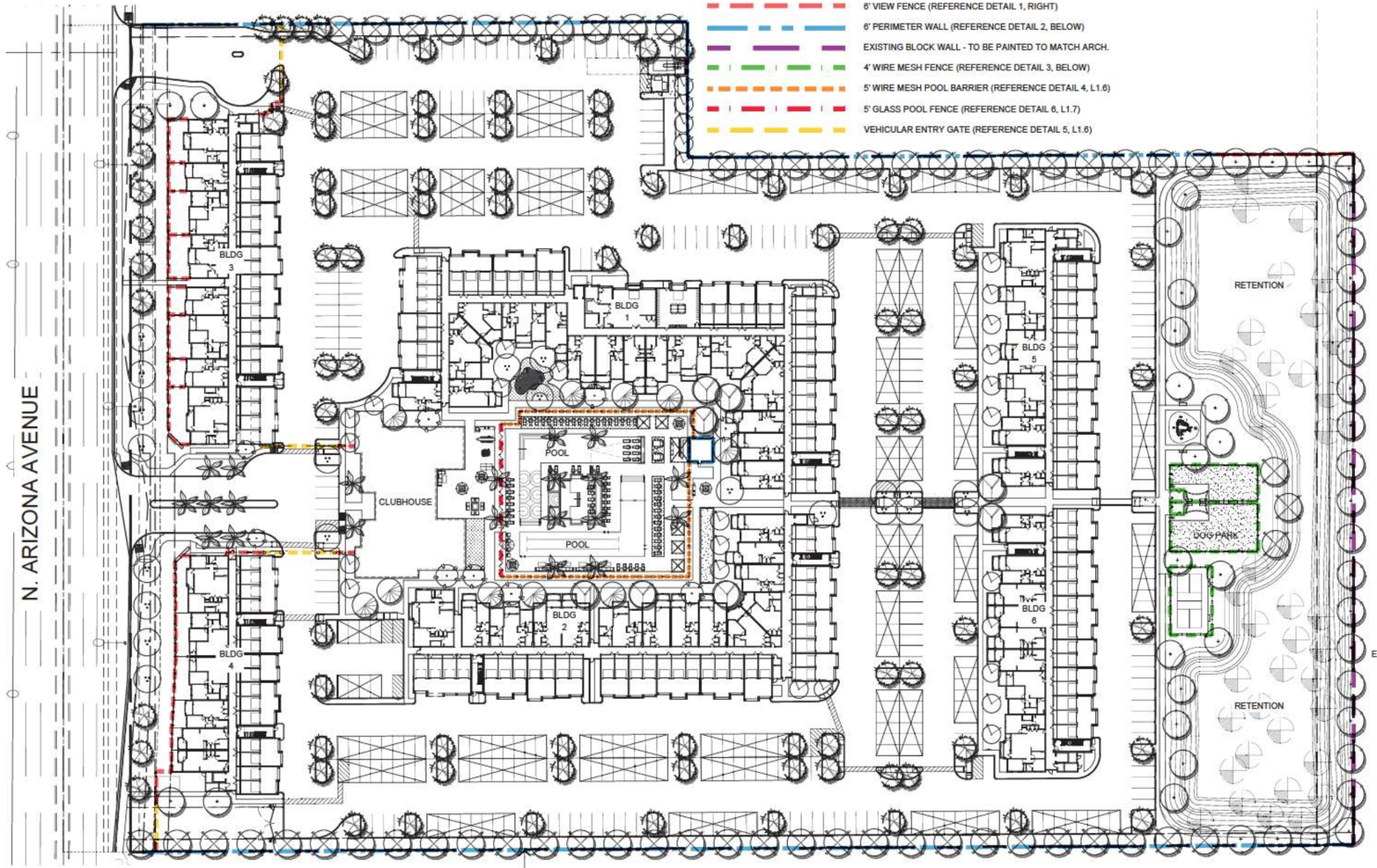
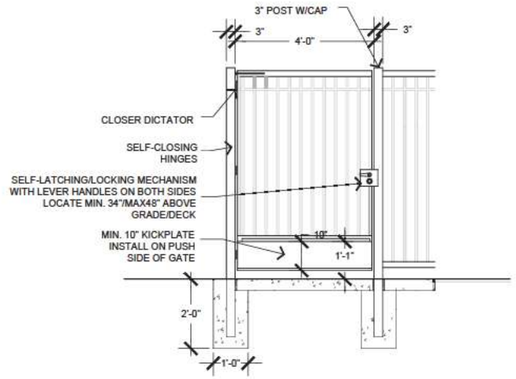
L1.4

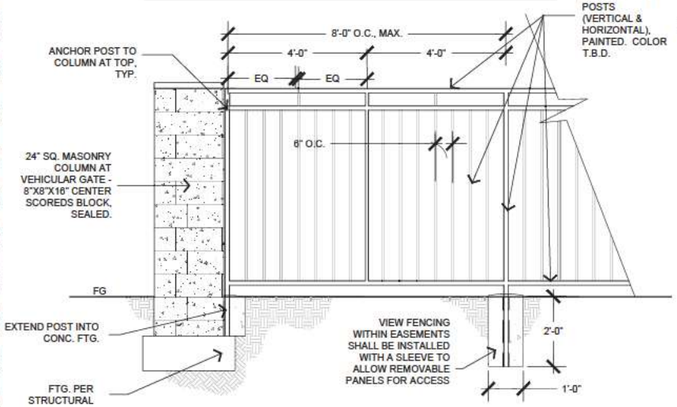
WALL PLAN LEGEND

- 6' VIEW FENCE (REFERENCE DETAIL 1, RIGHT)
- 6' PERIMETER WALL (REFERENCE DETAIL 2, BELOW)
- EXISTING BLOCK WALL - TO BE PAINTED TO MATCH ARCH.
- 4' WIRE MESH FENCE (REFERENCE DETAIL 3, BELOW)
- 5' WIRE MESH POOL BARRIER (REFERENCE DETAIL 4, L1.6)
- 5' GLASS POOL FENCE (REFERENCE DETAIL 6, L1.7)
- VEHICULAR ENTRY GATE (REFERENCE DETAIL 5, L1.6)

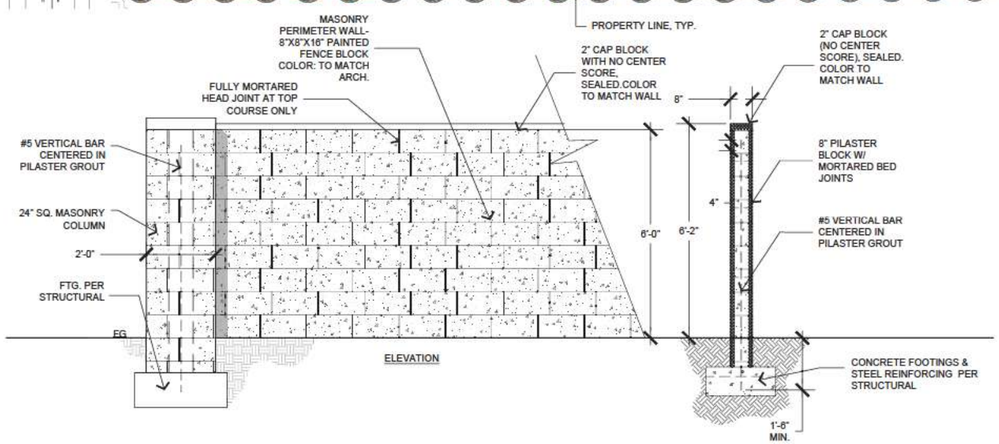




1. ALL METAL COMPONENTS TO BE PAINTED SHERWIN WILLIAMS 'SERIOUS GRAY'
2. ALL WELDS TO BE GROUND SMOOTH.



1 6' VIEW FENCE AND GATE
SCALE: 1/2"=1'-0"

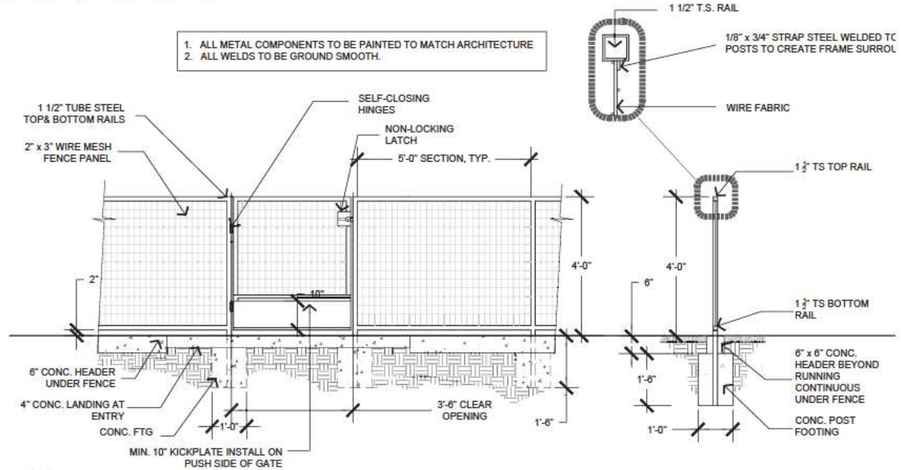


2 6' PERIMETER WALL
SCALE: 1/2"=1'-0"

CONCEPTUAL WALL PLAN
SCALE 1" 50'-0"

NORTH

1. ALL METAL COMPONENTS TO BE PAINTED TO MATCH ARCHITECTURE
2. ALL WELDS TO BE GROUND SMOOTH.



3 4' WIRE MESH FENCE AND GATE
SCALE: 1/2"=1'-0"

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ARIZONA, U.S.A.
06/01/2024
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CONCEPTUAL WALL PLAN

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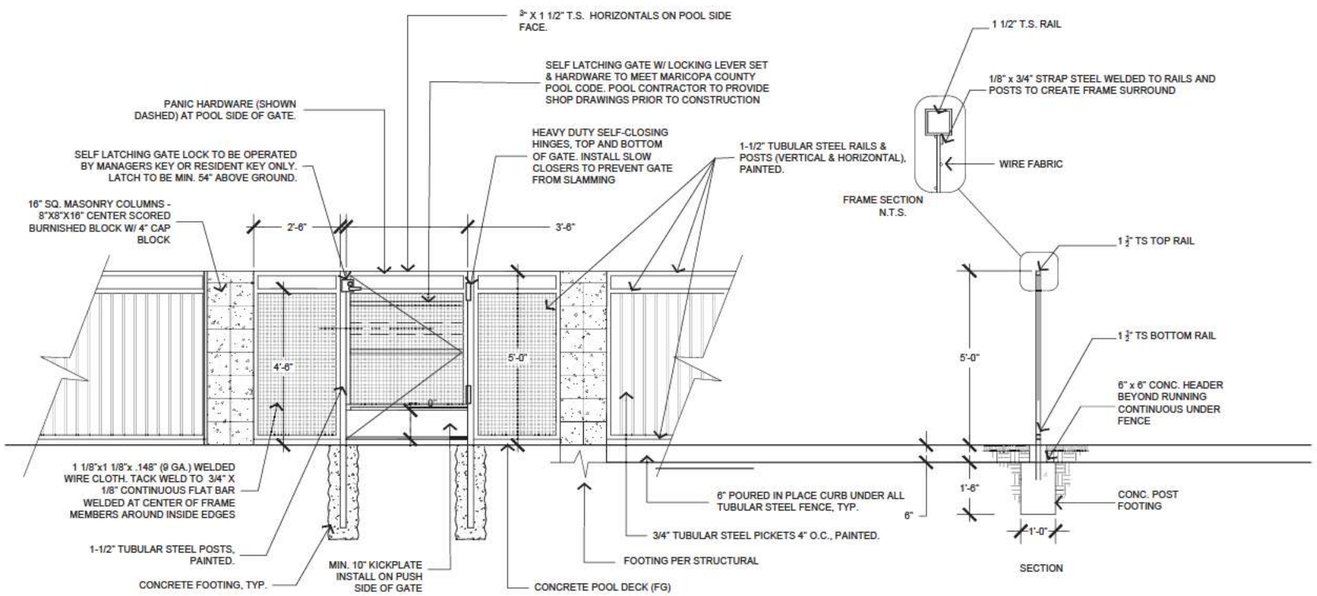
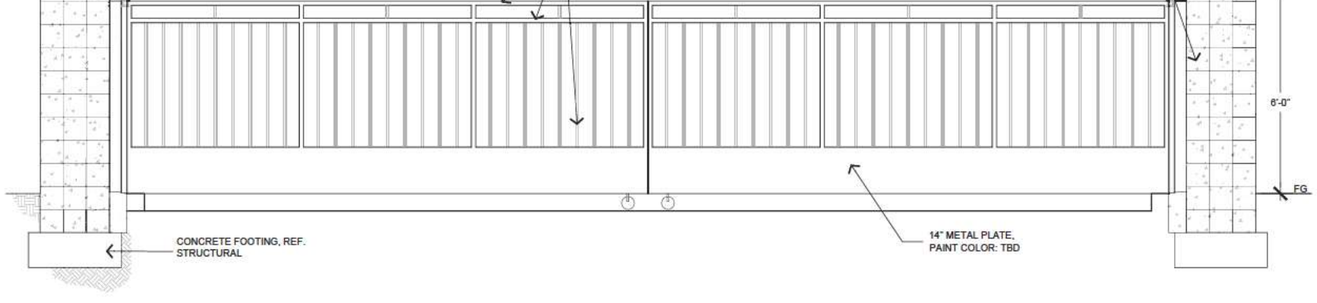
L1.5



4 5' WIRE MESH POOL FENCE AND GATE

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

0 6" 1' 2' 4'



5 VEHICULAR ENTRY GATE

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

0 6" 1' 2' 4'

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Scottsdale, Arizona
85251
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MATTHEW PAUL DRABER
ARIZONA, U.S.A.
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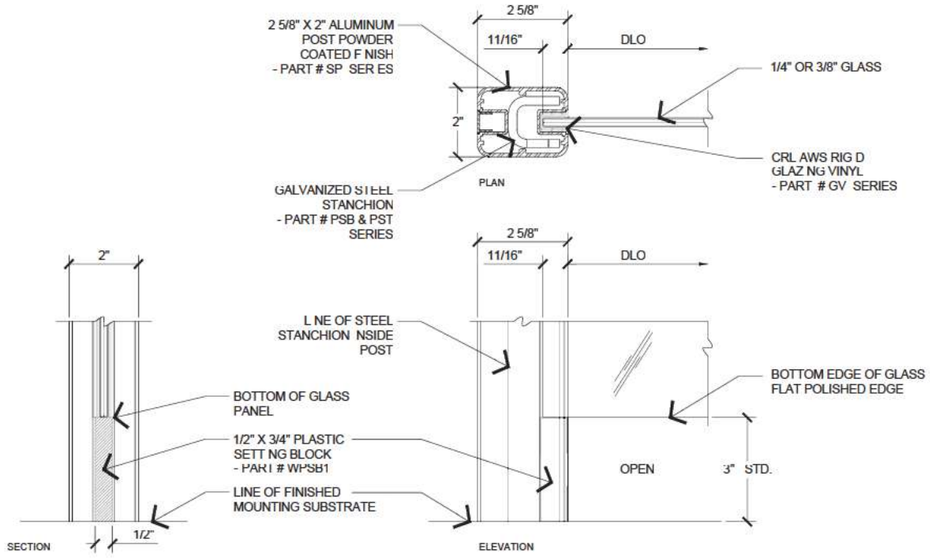
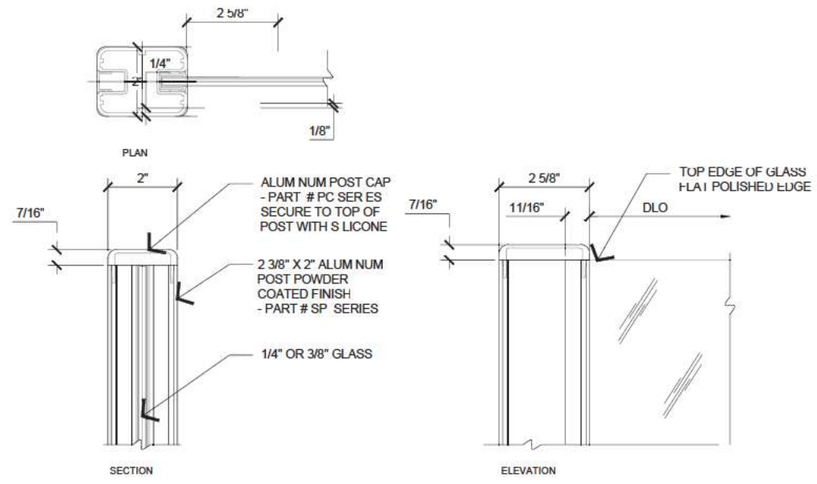
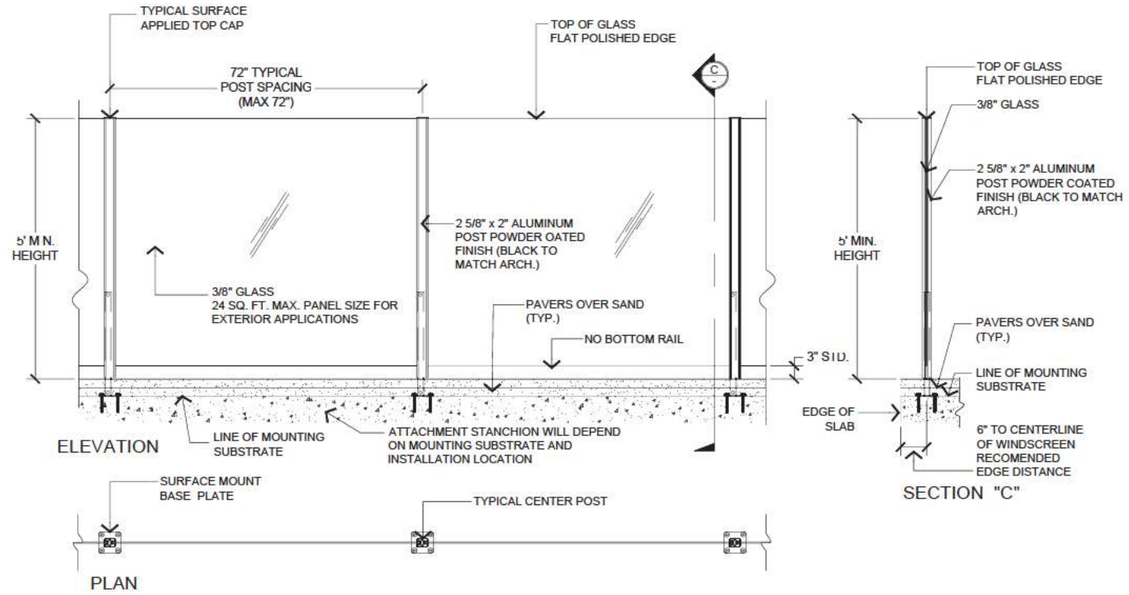
L1.6



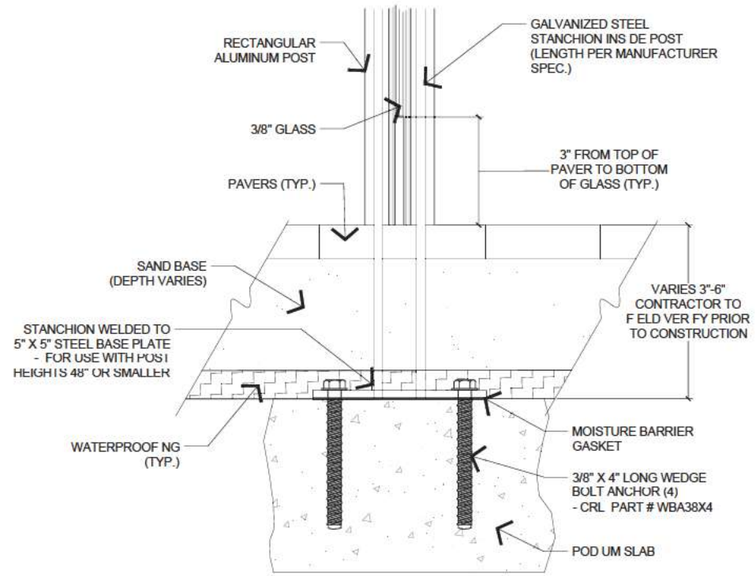
6A DETAIL W/ NO BOTTOM GLASS RAIL
SCALE: 6"=1'-0"



6B DETAIL AT TOP CORNER OF GLASS PANEL
SCALE: 6"=1'-0"



6C TYP. GLASS FENCE - W/ NO BOTTOM RAIL
SCALE: 3/4"=1'-0"



6D POST MOUNT DETAIL FOR GLASS FENCE AND GATE
SCALE: 6"=1'-0"

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ARIZONA, U.S.A.
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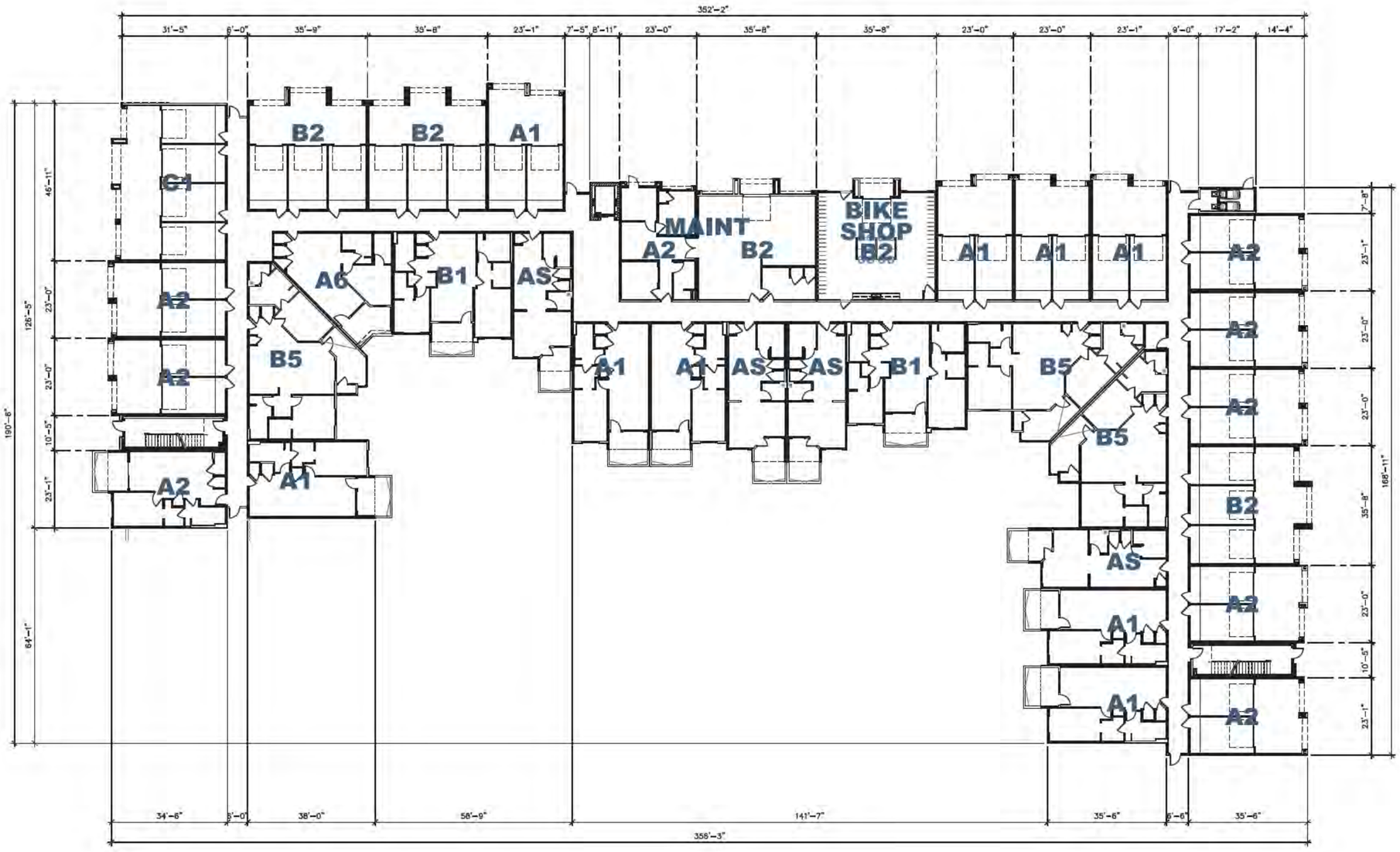
L1.7

TAB E



FIRST FLOOR PLAN

BUILDING 1 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.

11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0200 Fax 602.285.0229

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TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A3.1

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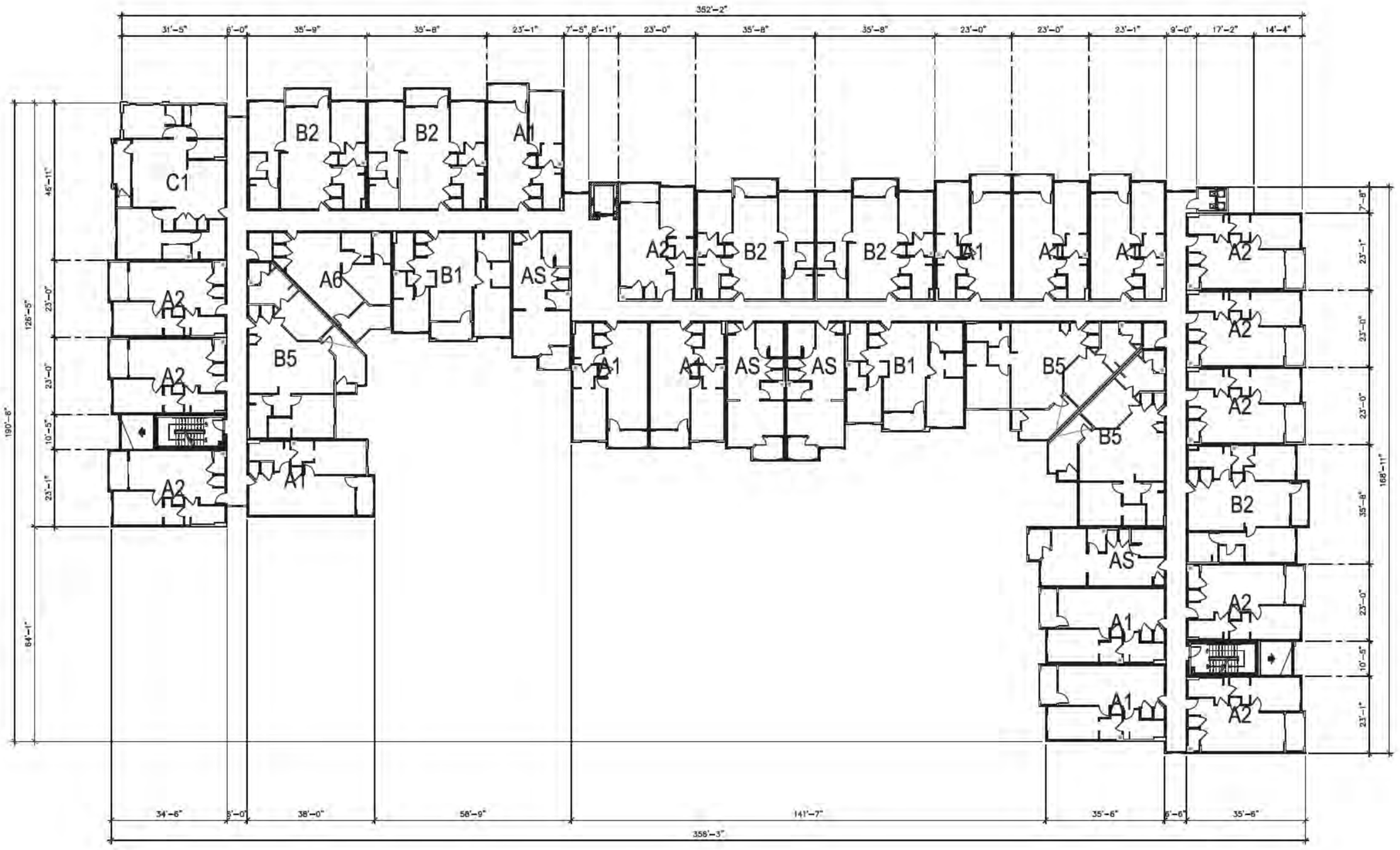
352'-2"
31'-5"
6'-0"
35'-9"
35'-8"
23'-1"
7'-5"
8'-11"
23'-0"
35'-8"
35'-8"
23'-0"
23'-0"
23'-1"
9'-0"
17'-2"
14'-4"
190'-6"
126'-5"
64'-1"
45'-11"
23'-0"
23'-0"
10'-5"
23'-1"
C1
B2
B2
A1
A2
A2
A2
A6
B1
AS
B5
A2
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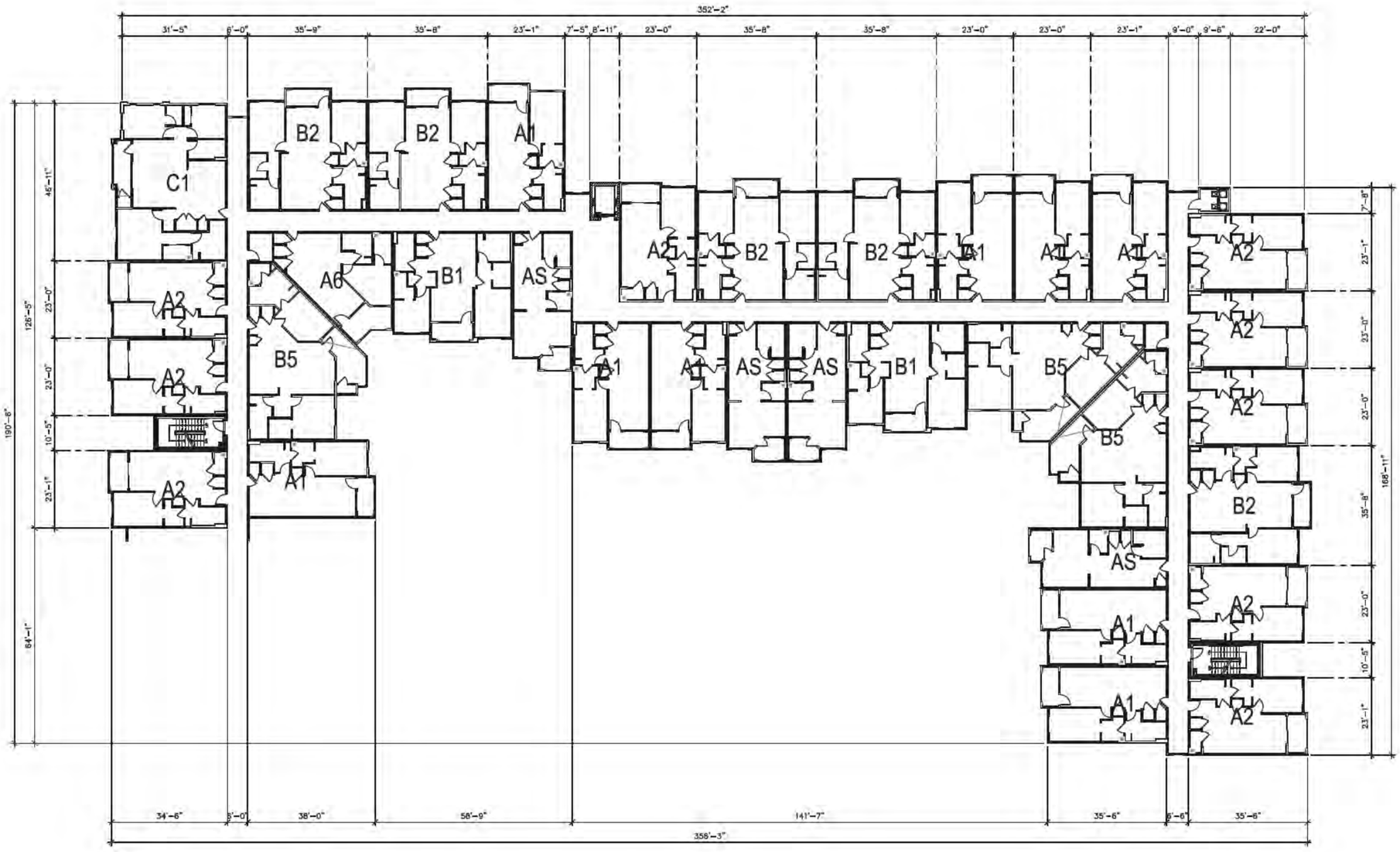

THIRD FLOOR PLAN

BUILDING 1 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.

11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0000 Fax 602.285.0029

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Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
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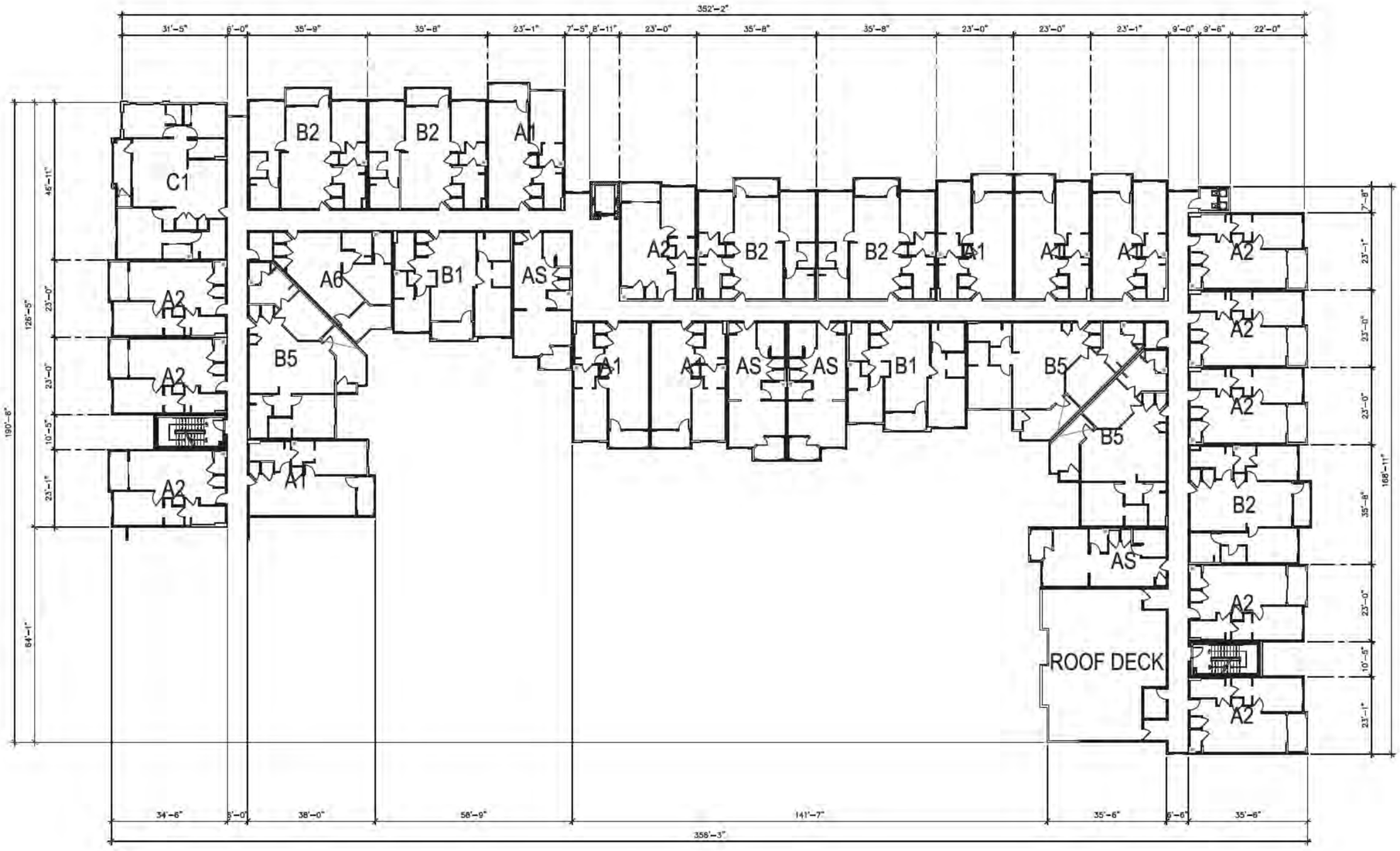

FOURTH FLOOR PLAN

BUILDING 1 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0000 Fax 602.285.0029

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A3.4

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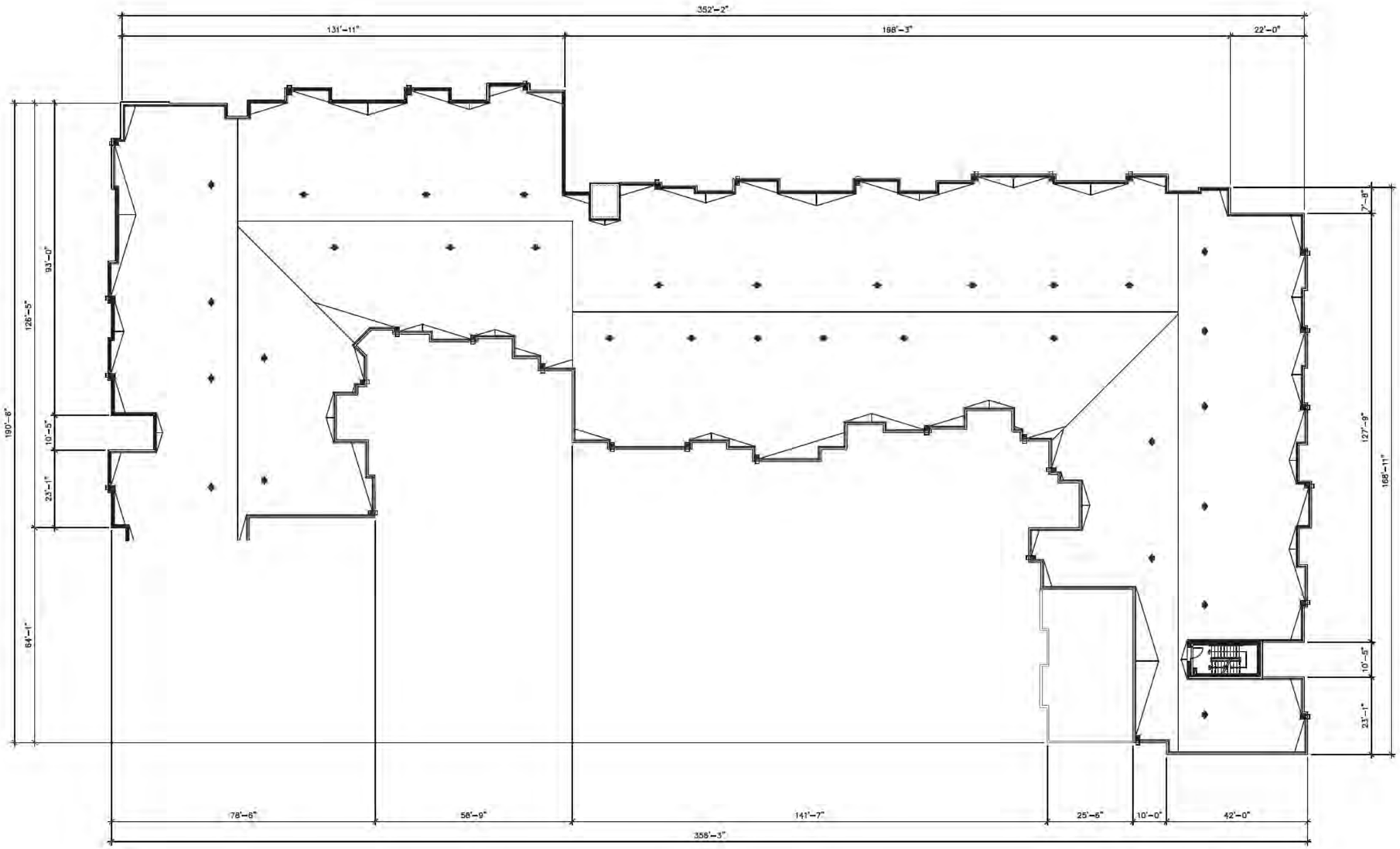

FIRST FLOOR PLAN

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JOB NO:	23-031
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SHEET NO:	

A3.5

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GENERAL ELEVATION NOTES:

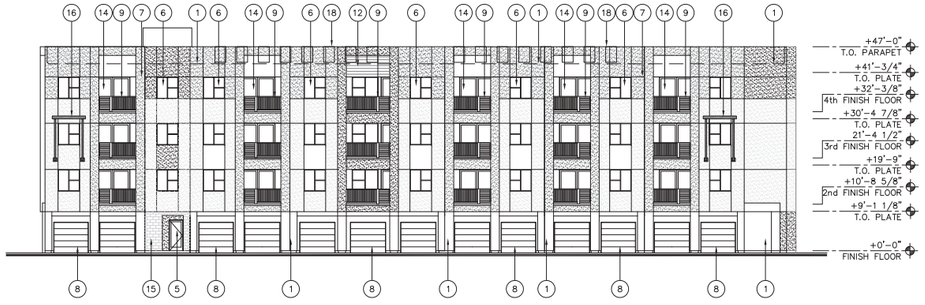
1. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
2. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL 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 FOOR 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.

EXTERIOR COLOR SCHEME

A	BODY COLOR 1	DUNN EDWARDS DEW381 DROPLETS	F	METAL SCREENS	ALUMINUM CLEAR ANODIZED FINISH
B	BODY COLOR 2	DUNN EDWARDS DE6376 LOOKING GLASS	G	MASONRY VENEER	TRENWYTH HIGH POLISH 4107 8"X16"
C	BODY COLOR 3	BENJAMIN MOORE AC-34 CAPE HATTERAS SAND	H	RAILING, DOORS & METAL CANOPIES	SHERWIN WILLIAMS SW6258 TRICON BLACK
D	BODY COLOR 4	BENJAMIN MOORE 2139-10 RIVER ROCK	I	WINDOW / STOREFRONT FRAMES	DARK BRONZE
E	BODY COLOR 5 & LAP SIDING	DUNN EDWARDS DE6105 WEATHERED LEATHER	J	FIBER CEMENT PANELS	BENJAMIN MOORE 2112-70 AMERICAN WHITE

ELEVATION KEY NOTES: (#)

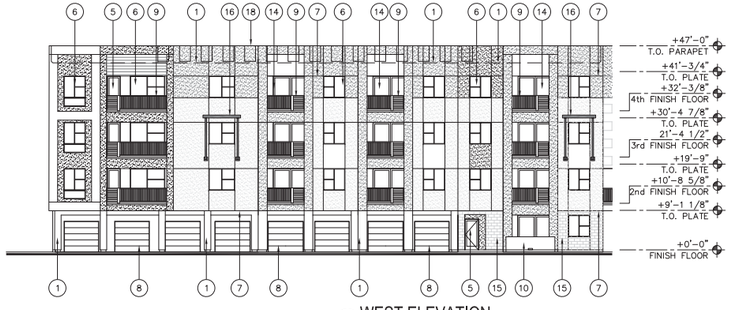
1. EXTERIOR STUCCO SYSTEM
2. METAL PARAPET CAP
3. STOREFRONT SYSTEM
4. FOAM POP-OUT
5. DOOR PER PLAN
6. WINDOW PER PLAN
7. STUCCO CONTROL JOINT
8. GARAGE DOOR
9. METAL PATIO/BALCONY RAILING
10. FRAMED PATIO/BALCONY WALL
11. TOWER ELEMENT.
12. HORIZONTAL LAP SIDING.
13. DECORATIVE METAL FEATURE.
14. SLIDING GLASS DOOR PER PLAN.
15. MASONRY VENEER
16. METAL AWNINGS
17. TELESCOPING DOOR SYSTEM
18. MECHANICAL EQUIPMENT BEYOND, SCREENED BY PARAPET WALLS
19. FIBER CEMENT SIDING



A EAST ELEVATION



B NORTH ELEVATION



C WEST ELEVATION

BUILDING 1 - ELEVATIONS

biltform architecture

biltform architecture group, inc.

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Phone 602.285.9200 Fax 602.285.9229

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JOB NO: 23-031

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

SHEET NO:

A3.6

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GENERAL 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.
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EXTERIOR COLOR SCHEME

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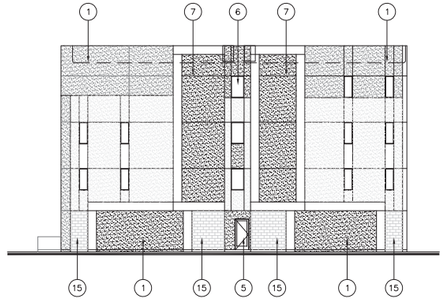
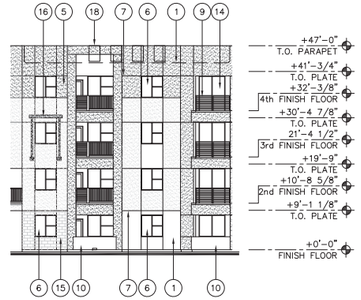
B	BODY COLOR 2	DUNN EDWARDS DE6376 LOOKING GLASS	G	MASONRY VENEER	TRENWYTH HIGH POLISH 4107 8"X16"
C	BODY COLOR 3	BENJAMIN MOORE AC-34 CAPE HATTERAS SAND	H	RAILING, DOORS & METAL CANOPIES	SHERWIN WILLIAMS SW6258 TRICON BLACK
D	BODY COLOR 4	BENJAMIN MOORE 2139-10 RIVER ROCK	I	WINDOW / STOREFRONT FRAMES	DARK BRONZE
E	BODY COLOR 5 & LAP SIDING	DUNN EDWARDS DE6105 WEATHERED LEATHER	J	FIBER CEMENT PANELS	BENJAMIN MOORE 2112-70 AMERICAN WHITE

ELEVATION KEY NOTES: (#)

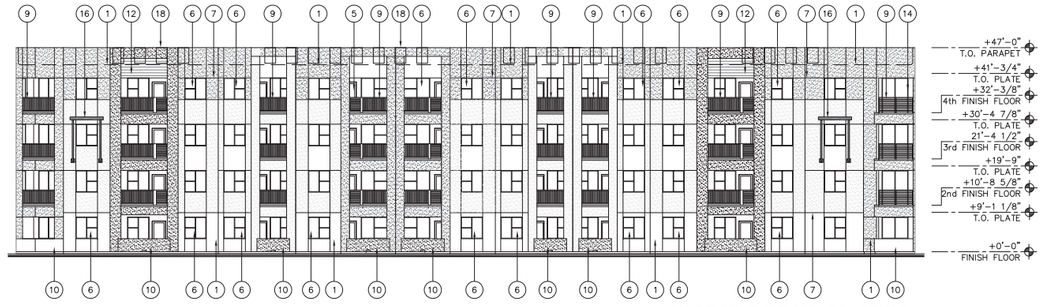
1. EXTERIOR STUCCO SYSTEM
2. METAL PARAPET CAP
3. STOREFRONT SYSTEM
4. FOAM POP-OUT
5. DOOR PER PLAN
6. WINDOW PER PLAN
7. STUCCO CONTROL JOINT
8. GARAGE DOOR
9. METAL PATIO/BALCONY RAILING
10. FRAMED PATIO/BALCONY WALL
11. TOWER ELEMENT.
12. HORIZONTAL LAP SIDING.
13. DECORATIVE METAL FEATURE.
14. SLIDING GLASS DOOR PER PLAN.
15. MASONRY VENEER
16. METAL AWNINGS
17. TELESCOPING DOOR SYSTEM
18. MECHANICAL EQUIPMENT BEYOND, SCREENED BY PARAPET WALLS
19. FIBER CEMENT SIDING



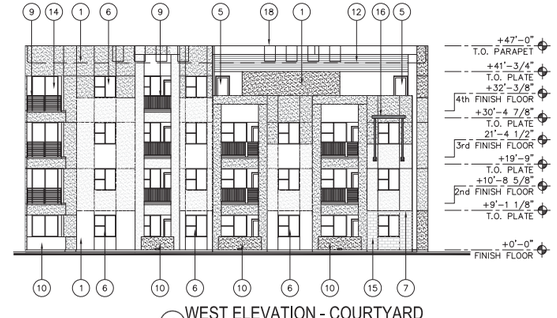
B - SOUTH ELEVATION - COURTYARD



A - EAST ELEVATION - COURTYARD



C - NORTH ELEVATION - COURTYARD



D - WEST ELEVATION - COURTYARD

BUILDING 1 - ELEVATIONS

biltform architecture

biltform architecture group, inc.

11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN

Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING

8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING
RESUBMITTAL
-

REVISIONS:
1 - -
2
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4
5
6

JOB NO: 23-031
SCALE: 3/32" = 1'-0"
SHEET NO:

A3.7

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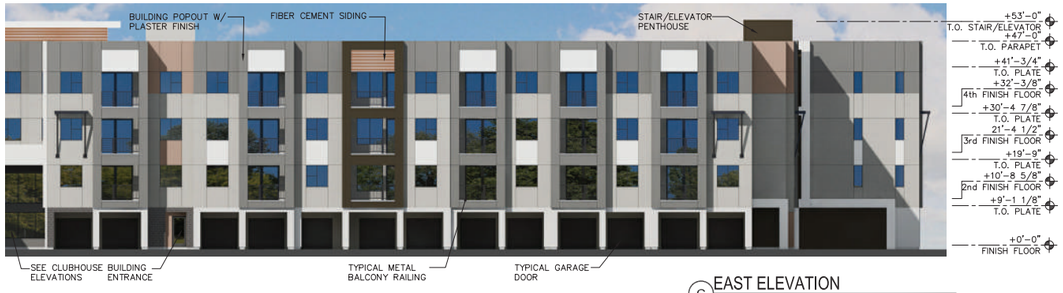
A NORTH ELEVATION



B WEST ELEVATION



C EAST ELEVATION



D SOUTH COURTYARD ELEVATION

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biltform architecture group, inc.
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phoenix . arizona 85020
Phone 602.285.9200
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TOLL BROTHERS UPTOWN

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BUILDING 1
COLOR ELEVATION
N.T.S

EX2

preliminary not for construction

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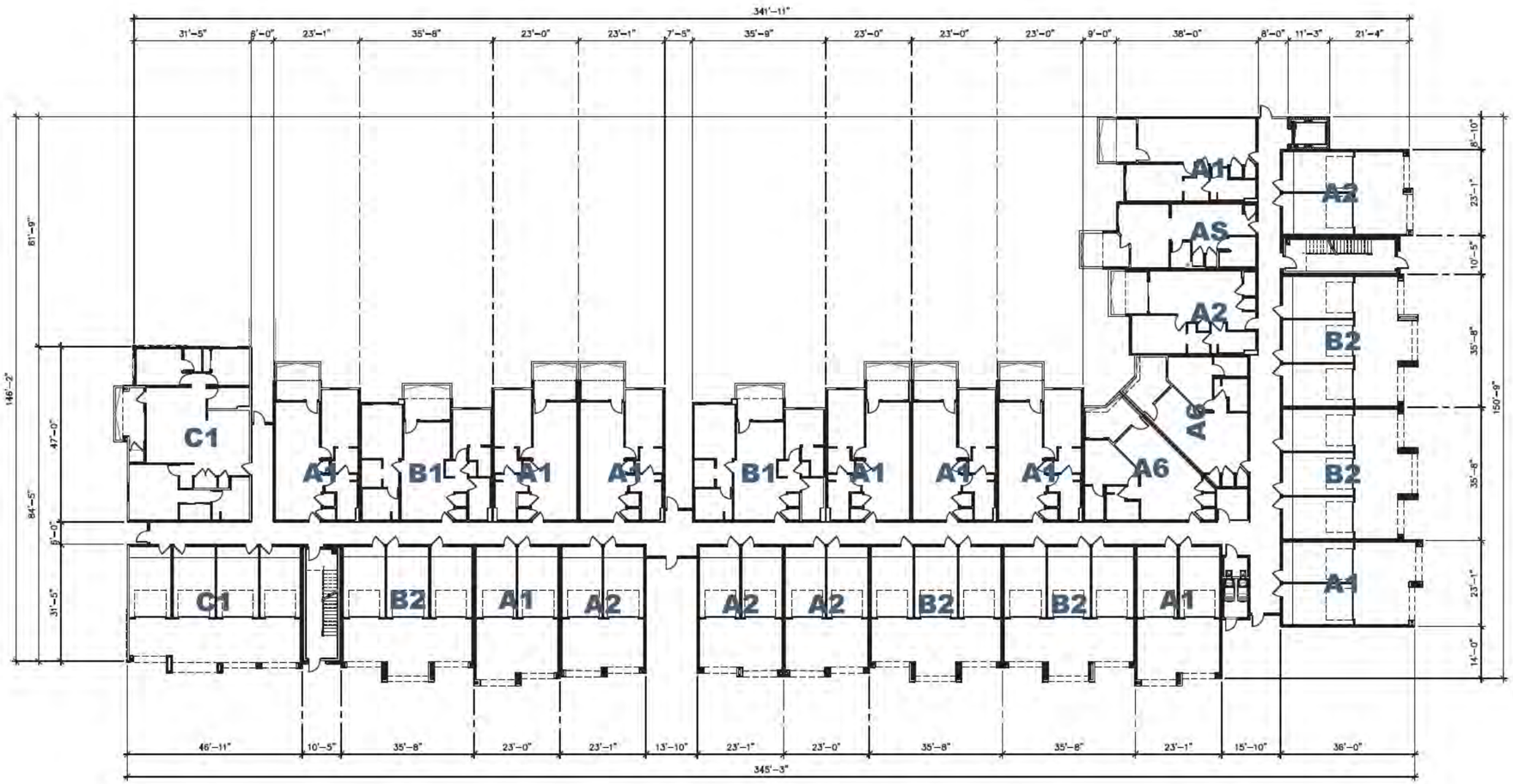

FIRST FLOOR PLAN

BUILDING 2 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.
11450 north cave creek road . suite 11
phoenix . arizona 85020
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CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
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PLANNING
RESUBMITTAL
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A4.1

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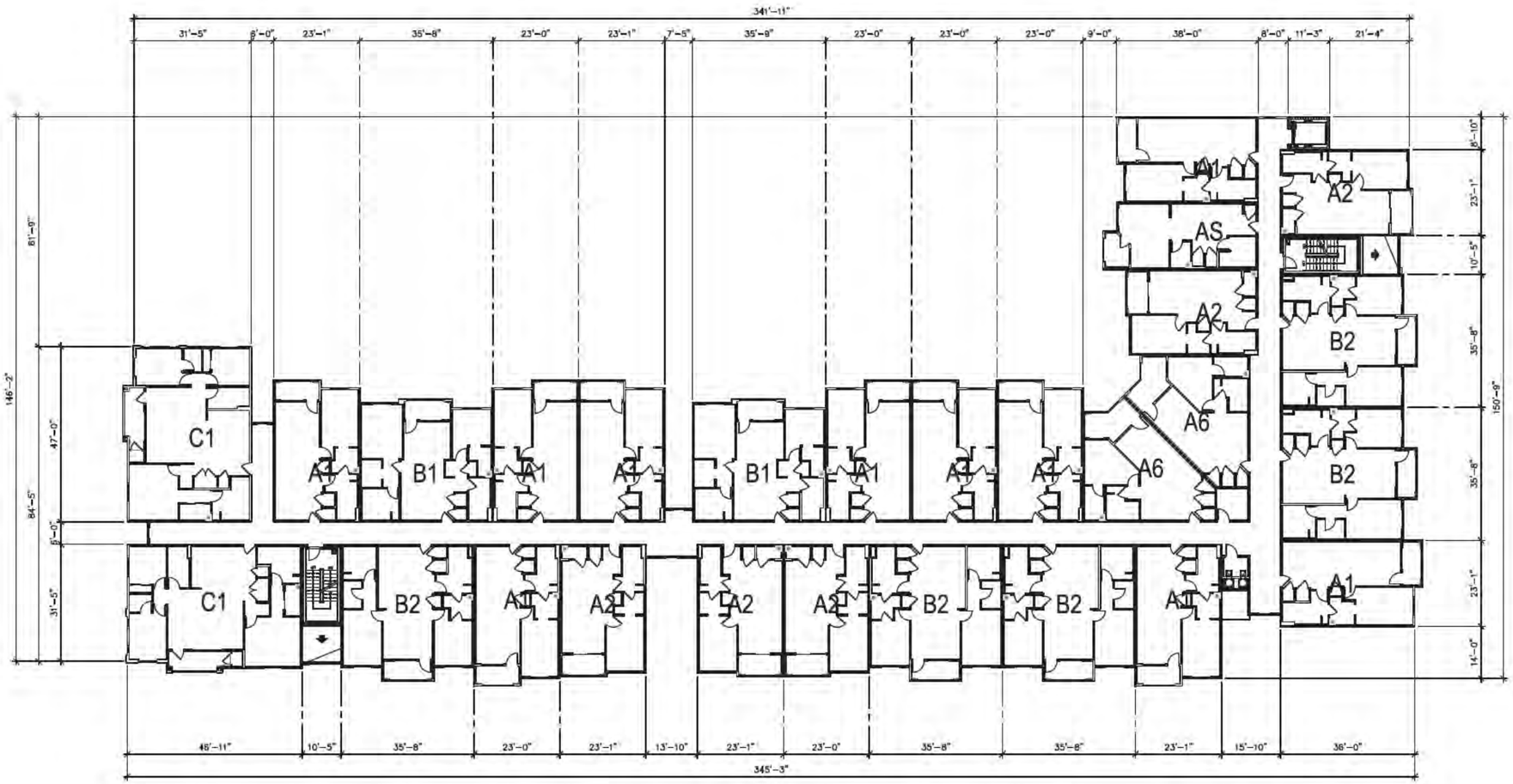

SECOND FLOOR PLAN

BUILDING 2 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0000 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

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RESUBMITTAL
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A4.2

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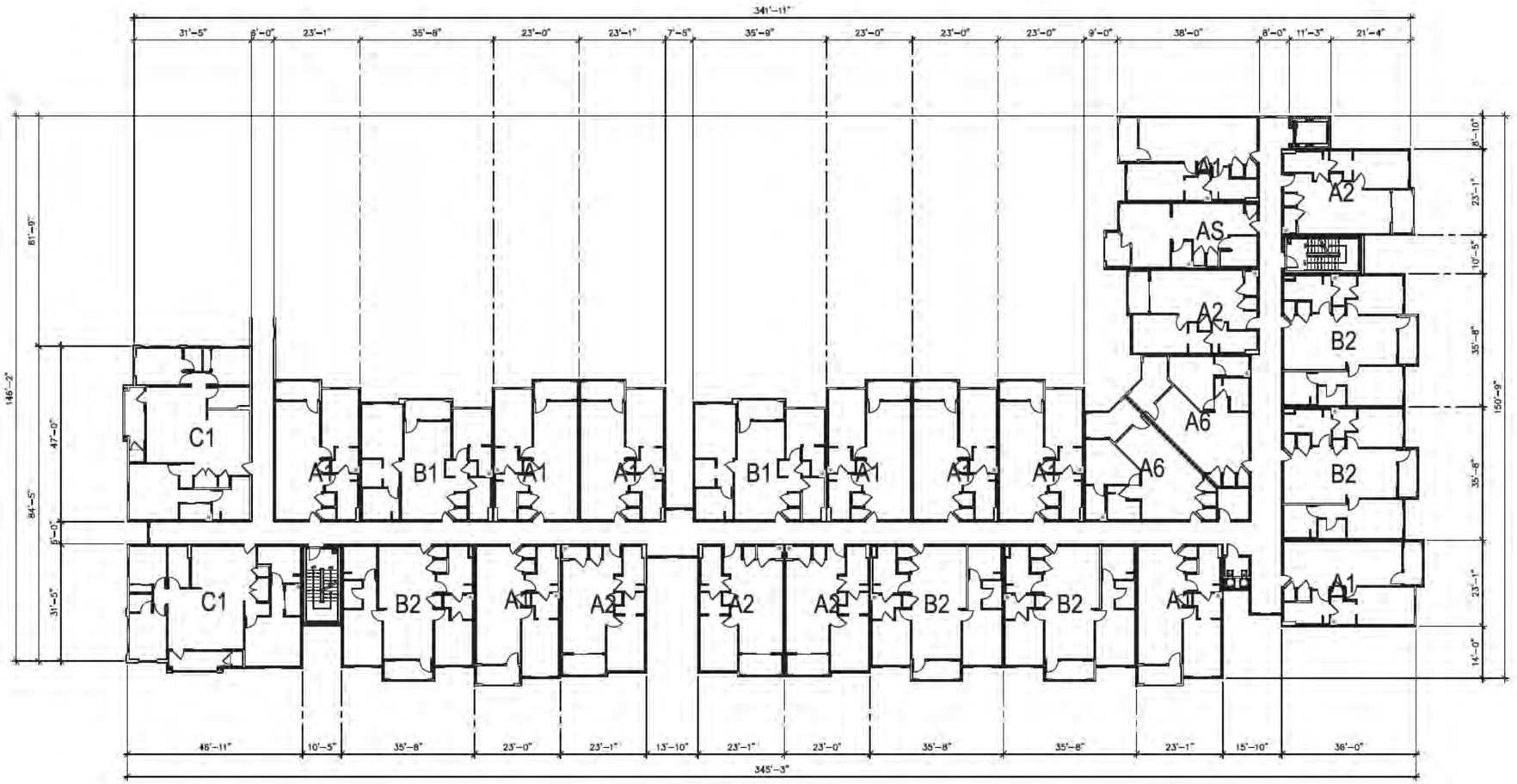

THIRD FLOOR PLAN

BUILDING 2 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0000 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
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JOB NO:	23-031
SCALE:	1/16"=1'-0"
SHEET NO:	

A4.3

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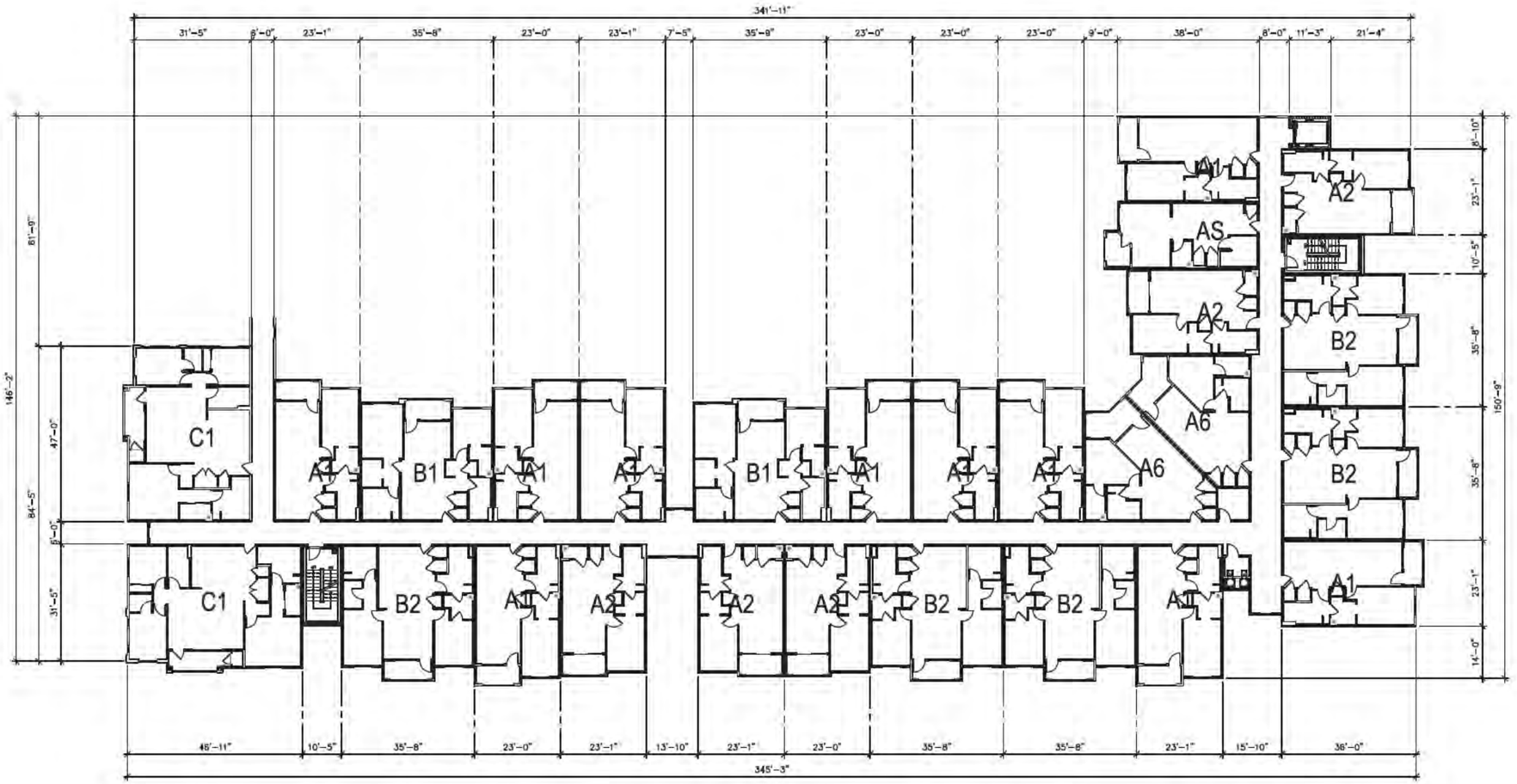

FOURTH FLOOR PLAN

BUILDING 2 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0000 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
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RESUBMITTAL
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A4.4

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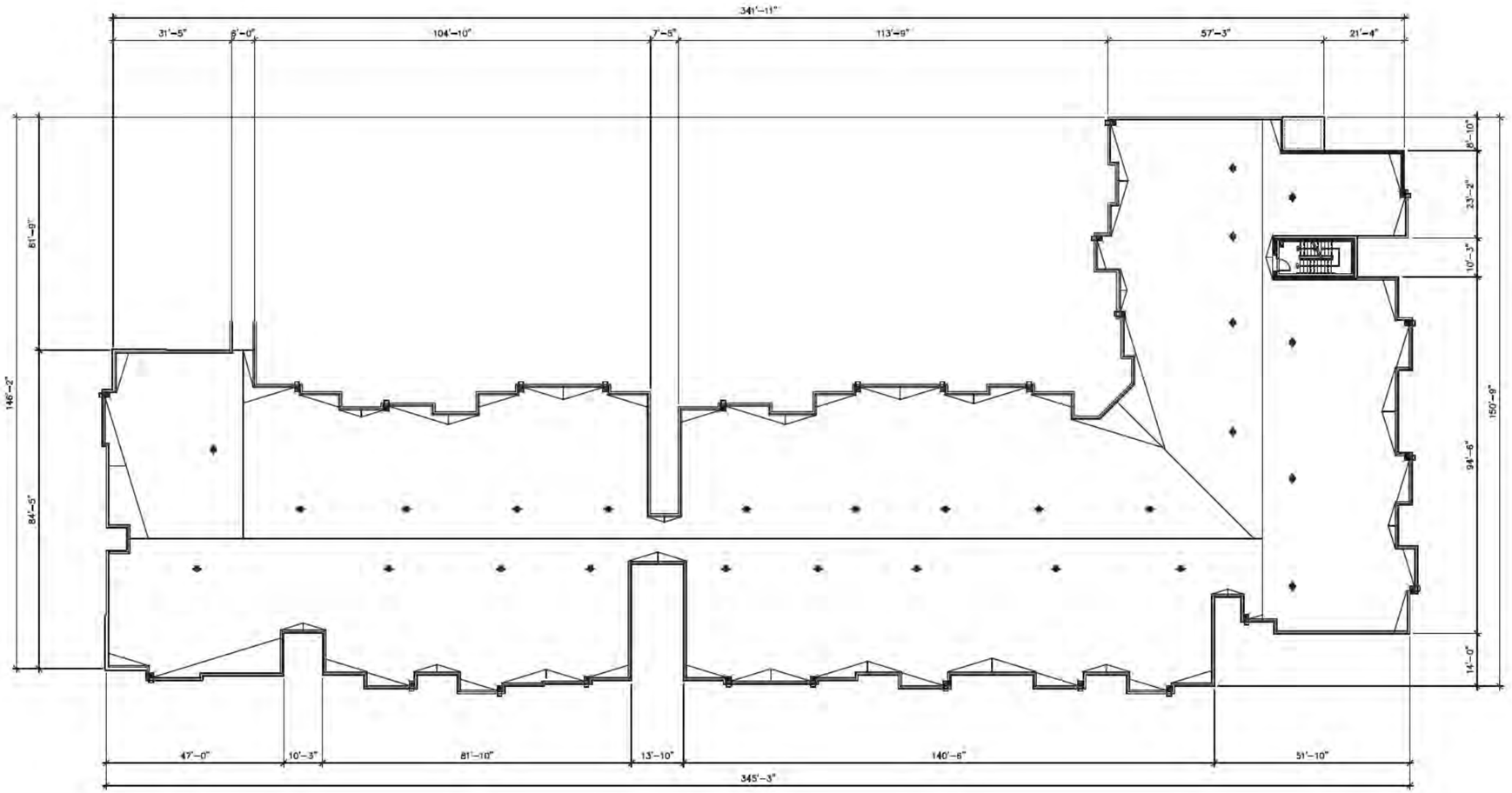

ROOF PLAN

BUILDING 2 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.
11450 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0090 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
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RESUBMITTAL
-

REVISIONS:	
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JOB NO: 23-031
SCALE: 1/16"=1'-0"
SHEET NO:

A4.5

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GENERAL 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 FOOR 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.

EXTERIOR COLOR SCHEME

A	BODY COLOR 1	DUNN EDWARDS DEW381 DROPLETS	F	METAL SCREENS	ALUMINUM CLEAR ANODIZED FINISH
B	BODY COLOR 2	DUNN EDWARDS DE6376 LOOKING GLASS	G	MASONRY VENEER	TRENWYTH HIGH POLISH 4107 8"X16"
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17. TELESCOPING DOOR SYSTEM
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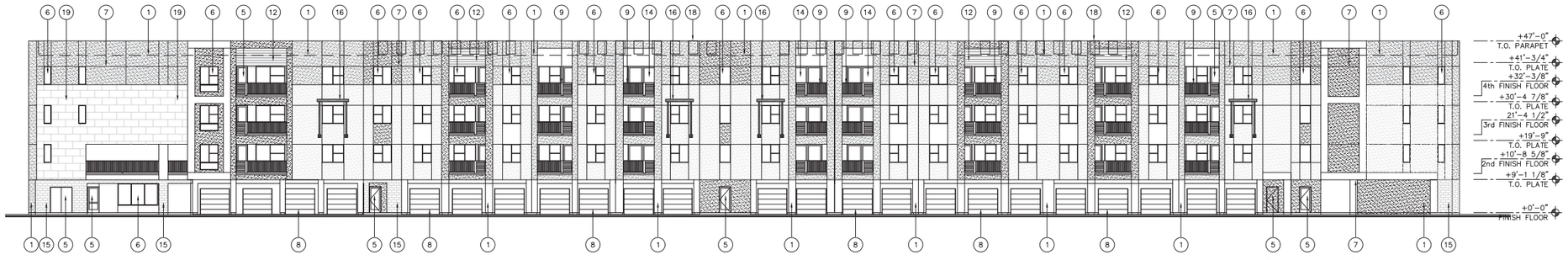
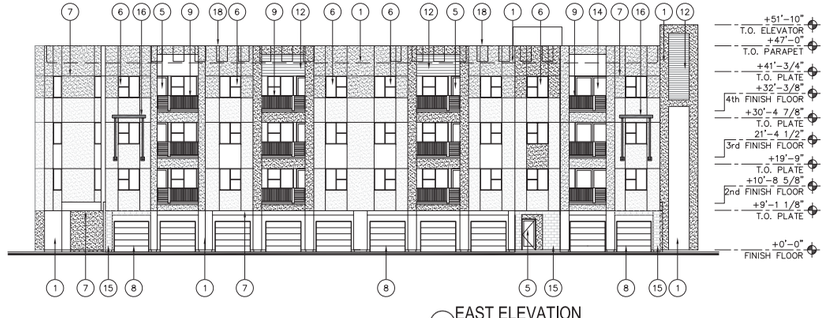
19. FIBER CEMENT SIDING



A WEST ELEVATION



B SOUTH ELEVATION



C EAST ELEVATION

BUILDING 2 - ELEVATIONS

biltform architecture

biltform architecture group, inc.

11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN

Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING

8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING
RESUBMITTAL
-

REVISIONS:
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6

JOB NO: 23-031
SCALE: 3/32" = 1'-0"
SHEET NO:

A4.6

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B	BODY COLOR 2	DUNN EDWARDS DE6376 LOOKING GLASS	G	MASONRY VENEER	TRENWYTH HIGH POLISH 4107 8"X16"
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ELEVATION KEY NOTES: (#)

1. EXTERIOR STUCCO SYSTEM
2. METAL PARAPET CAP
3. STOREFRONT SYSTEM
4. FOAM POP-OUT
5. DOOR PER PLAN
6. WINDOW PER PLAN
7. STUCCO CONTROL JOINT
8. GARAGE DOOR
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12. HORIZONTAL LAP SIDING.
13. DECORATIVE METAL FEATURE.
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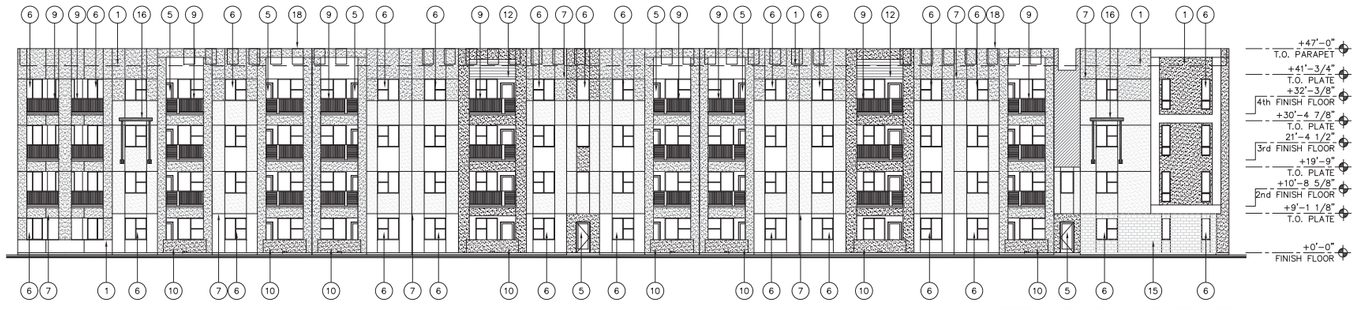
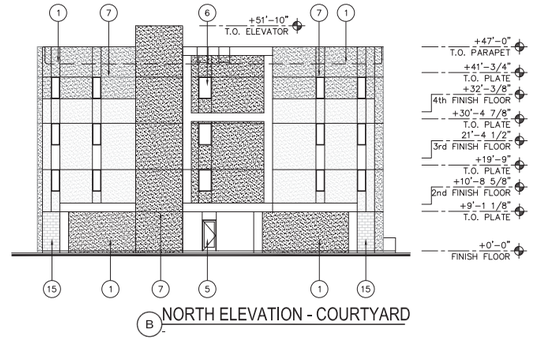
15. MASONRY VENEER
16. METAL AWNINGS
17. TELESCOPING DOOR SYSTEM
18. MECHANICAL EQUIPMENT BEYOND, SCREENED BY PARAPET WALLS
19. FIBER CEMENT SIDING



A WEST ELEVATION - COURTYARD



C NORTH ELEVATION - COURTYARD



B NORTH ELEVATION - COURTYARD

BUILDING 2 - ELEVATIONS

biltform architecture

biltform architecture group, inc.

11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN

Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING

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RESUBMITTAL
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REVISIONS:

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JOB NO: 23-031
SCALE: 3/32" = 1'-0"
SHEET NO:

A4.7

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A NORTH COURTYARD ELEVATION



B WEST ELEVATION



C EAST ELEVATION



D SOUTH ELEVATION

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phoenix . arizona 85020
Phone 602.285.9200
www.biltform.com

TOLL BROTHERS UPTOWN

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07/29/2024

BUILDING 2
COLOR ELEVATION
N.T.S

EX3

preliminary not for construction

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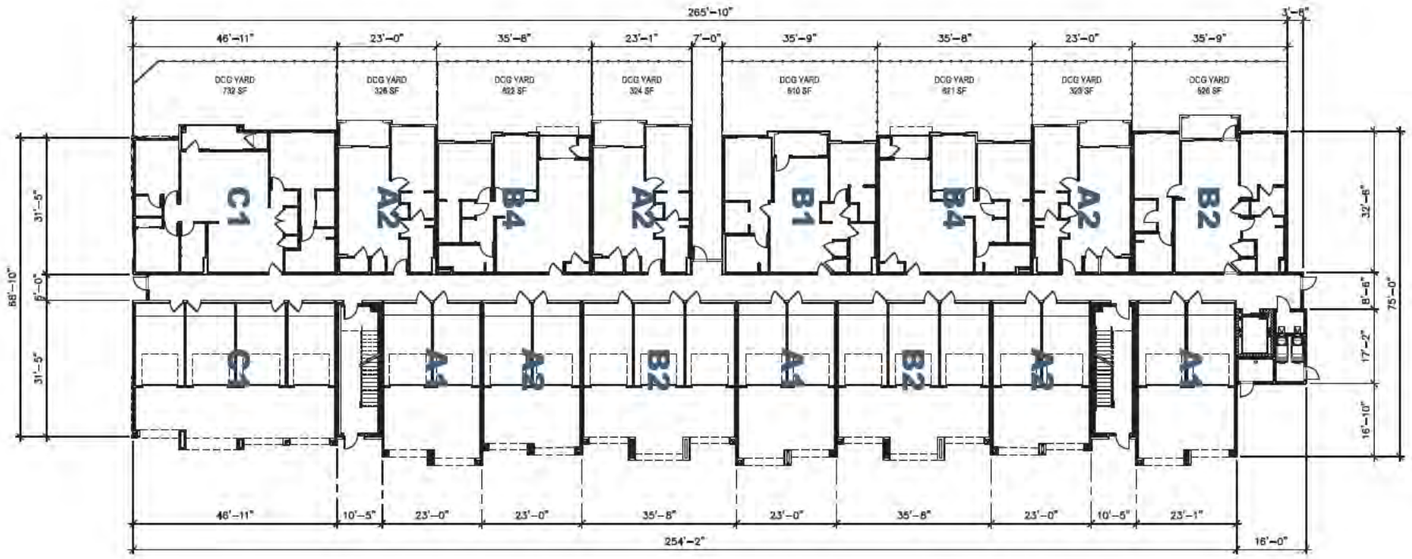
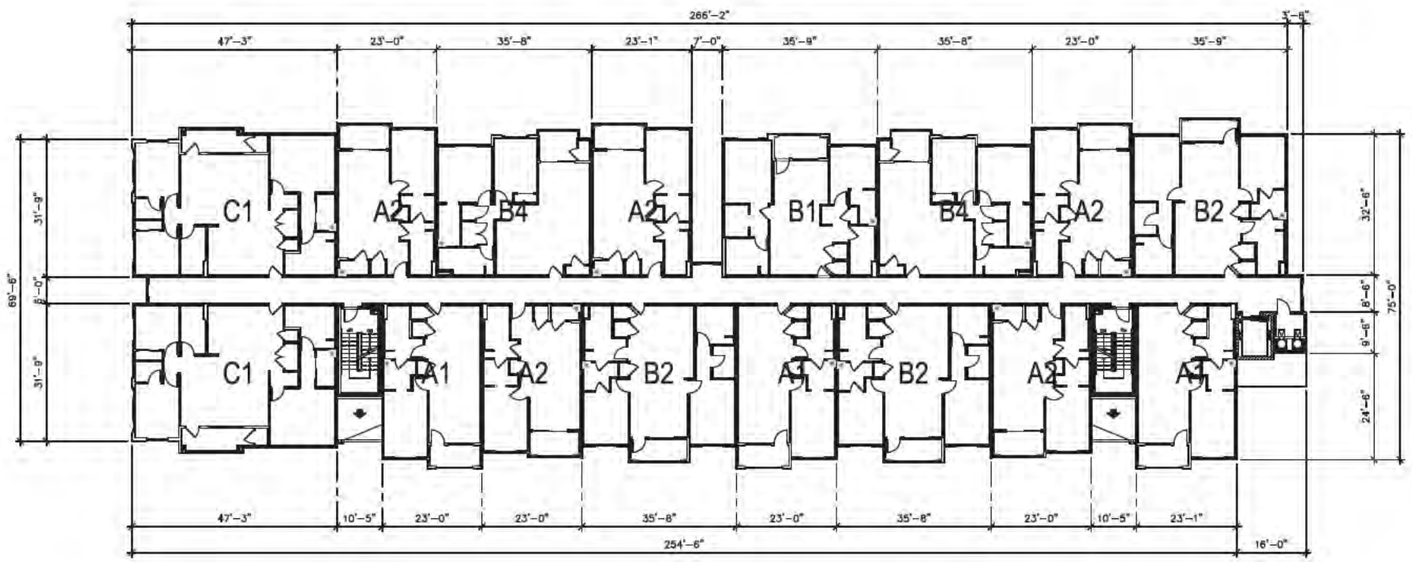


FIRST FLOOR PLAN



SECOND FLOOR PLAN

BUILDING 3 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
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EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

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PLANNING
RESUBMITTAL
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REVISIONS:
1 - -
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JOB NO: 23-031
SCALE: 1/16"=1'-0"
SHEET NO:

A5.1

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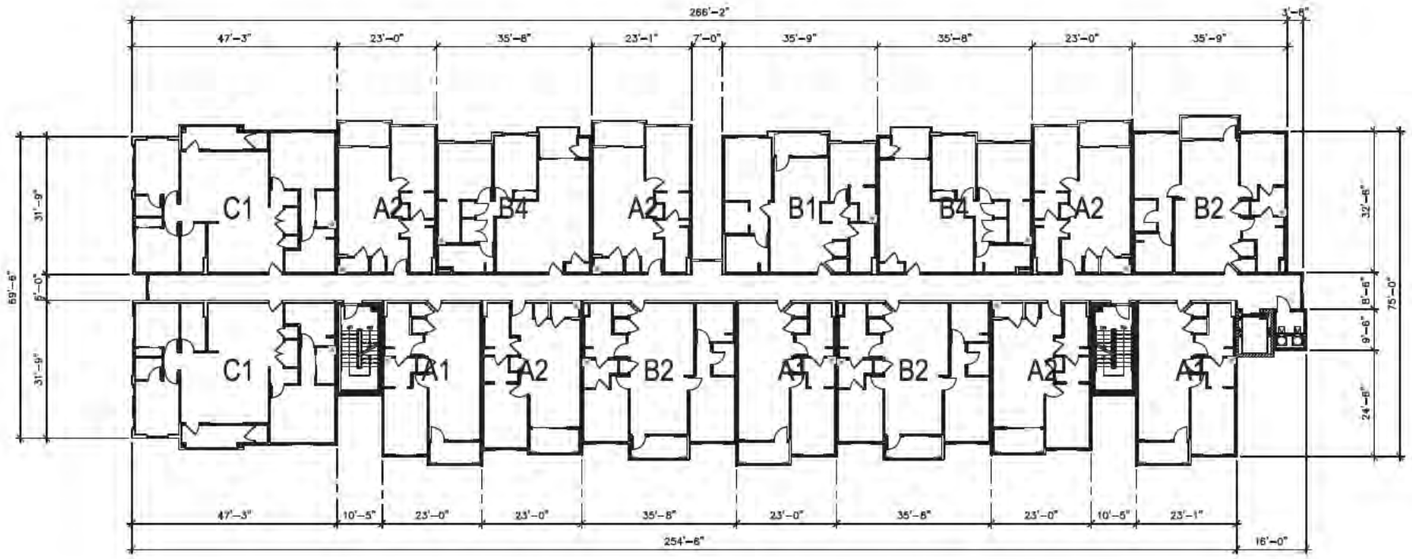
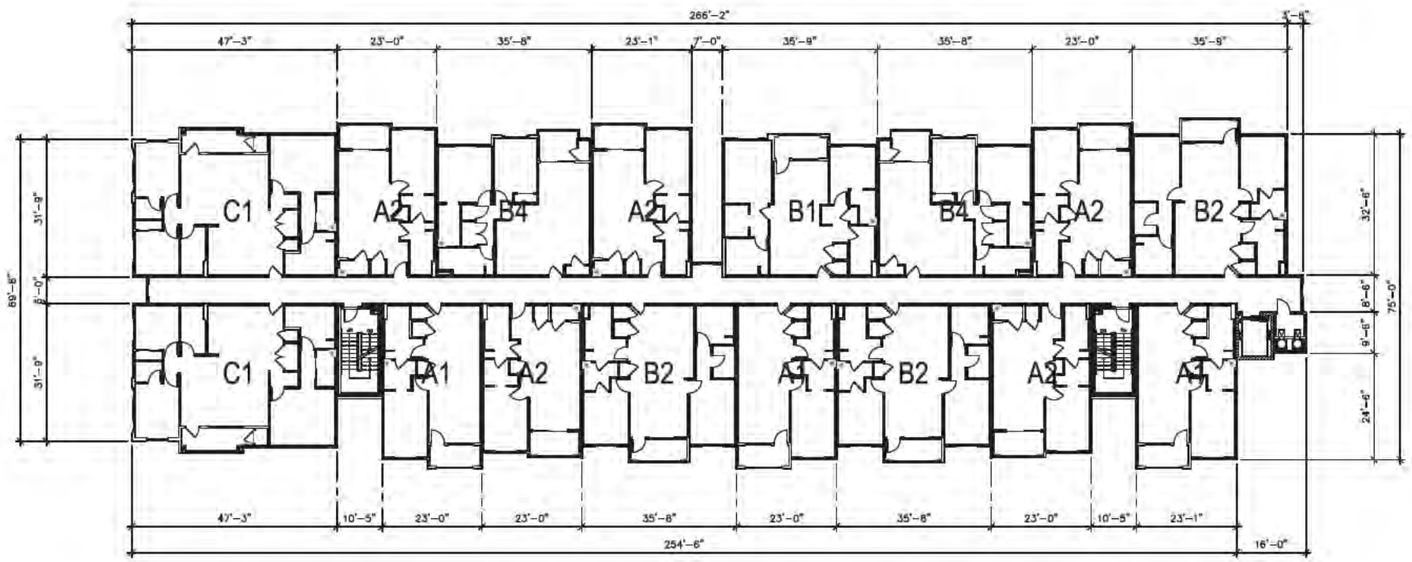


THIRD FLOOR PLAN



FOURTH FLOOR PLAN

BUILDING 3 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0000 Fax 602.285.0029

EXPIRES 9/30/25

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Apartment Homes
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8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING
RESUBMITTAL
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REVISIONS:
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JOB NO: 24031
SCALE: 1/16"=1'-0"
SHEET NO:

A5.2

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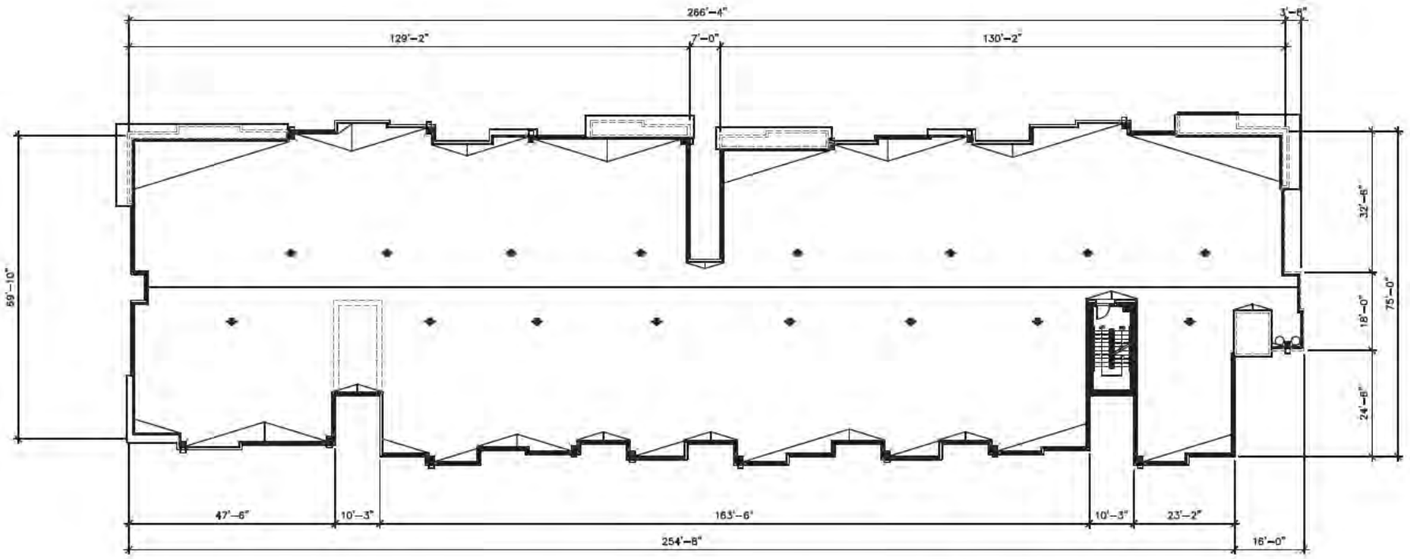

ROOF PLAN

BUILDING 3 - FLOOR PLANS

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biltform architecture group, inc.
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EXPIRES 9/30/25

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JOB NO:	23-031
SCALE:	1/16"= 1'-0"
SHEET NO:	

A5.3

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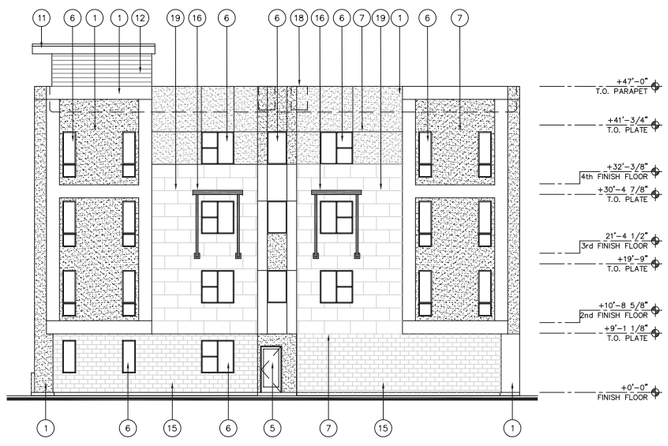
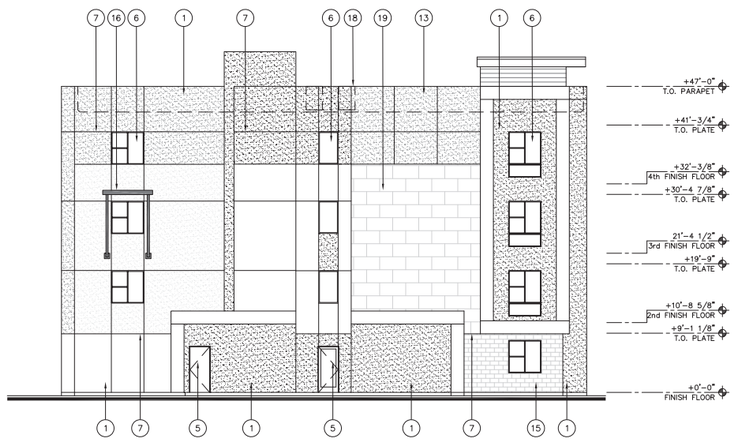
A WEST ELEVATION



C SOUTH ELEVATION



B NORTH ELEVATION



D EAST ELEVATION

ELEVATION KEY NOTES: (#)

1. EXTERIOR STUCCO SYSTEM
2. METAL PARAPET CAP
3. STOREFRONT SYSTEM
4. FOAM POP-OUT
5. DOOR PER PLAN
6. WINDOW PER PLAN
7. STUCCO CONTROL JOINT
8. GARAGE DOOR
9. METAL PATIO/BALCONY RAILING
10. FRAMED PATIO/BALCONY WALL
11. TOWER ELEMENT.
12. HORIZONTAL LAP SIDING.
13. DECORATIVE METAL FEATURE.
14. SLIDING GLASS DOOR PER PLAN.
15. MASONRY VENEER
16. METAL AWNINGS
17. TELESCOPING DOOR SYSTEM
18. MECHANICAL EQUIPMENT BEYOND, SCREENED BY PARAPET WALLS
19. FIBER CEMENT SIDING

EXTERIOR COLOR SCHEME

A	BODY COLOR 1	DUNN EDWARDS DEW381 DROPLETS
B	BODY COLOR 2	DUNN EDWARDS DE6376 LOOKING GLASS
C	BODY COLOR 3	BENJAMIN MOORE AC-34 CAPE HATTERAS SAND
D	BODY COLOR 4	BENJAMIN MOORE 2139-10 RIVER ROCK
E	BODY COLOR 5 & LAP SIDING	DUNN EDWARDS DE6105 WEATHERED LEATHER
F	METAL SCREENS	ALUMINUM CLEAR ANODIZED FINISH
G	MASONRY VENEER	TRENWYTH HIGH POLISH 4107 8"X16"
H	RAILING, DOORS & METAL CANOPIES	SHERWIN WILLIAMS SW6258 TRICON BLACK
I	WINDOW / STOREFRONT FRAMES	DARK BRONZE
J	FIBER CEMENT PANELS	BENJAMIN MOORE 2112-70 AMERICAN WHITE

GENERAL 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.
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5. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

BUILDING 3 - ELEVATIONS

biltform architecture

biltform architecture group, inc.

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EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING RESUBMITTAL
-

REVISIONS:
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JOB NO: 23-031
SCALE: 3/32" = 1'-0"
SHEET NO:

A5.4

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A WEST ELEVATION



C SOUTH ELEVATION



B NORTH ELEVATION



D EAST ELEVATION

TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

BUILDING 3
COLOR ELEVATION
N.T.S

07/29/2024
EX4
preliminary not for construction

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Phone 602.285.9200
www.biltform.com

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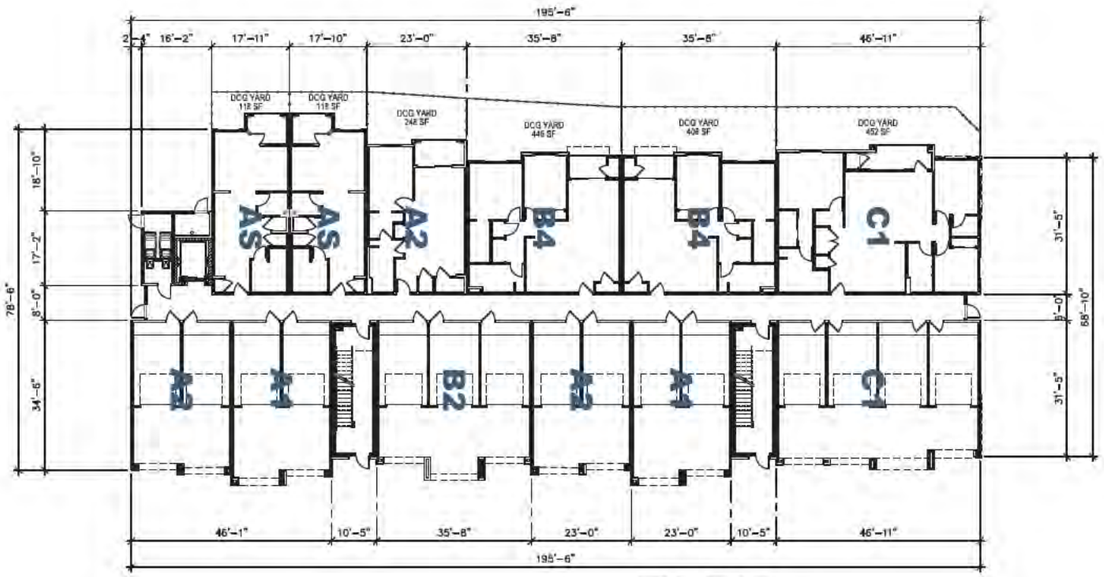
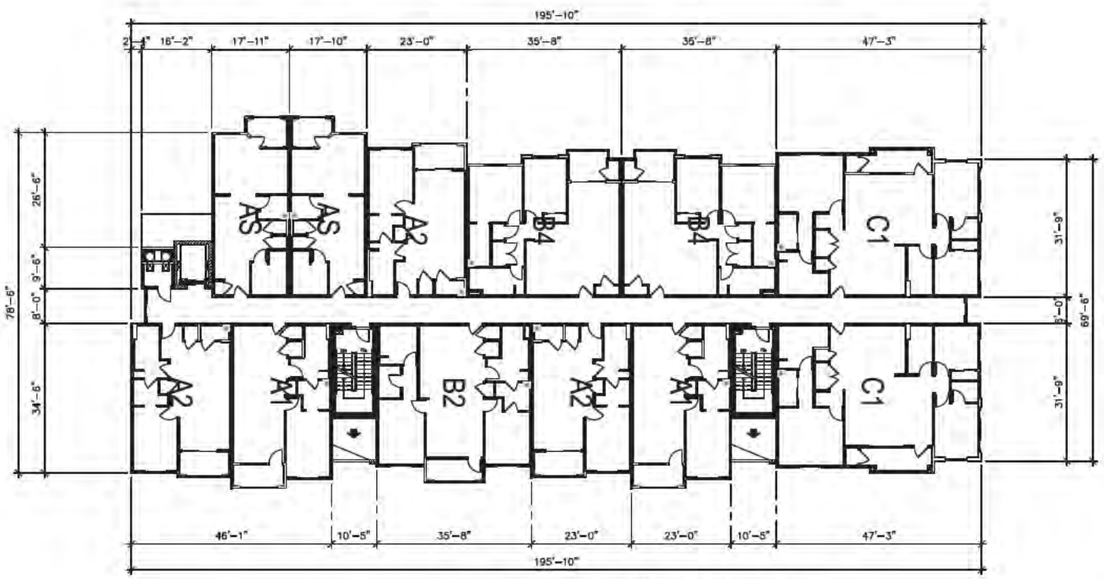


FIRST FLOOR PLAN



SECOND FLOOR PLAN

BUILDING 4 - FLOOR PLANS

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0093 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
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PLANNING
RESUBMITTAL
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A6.1

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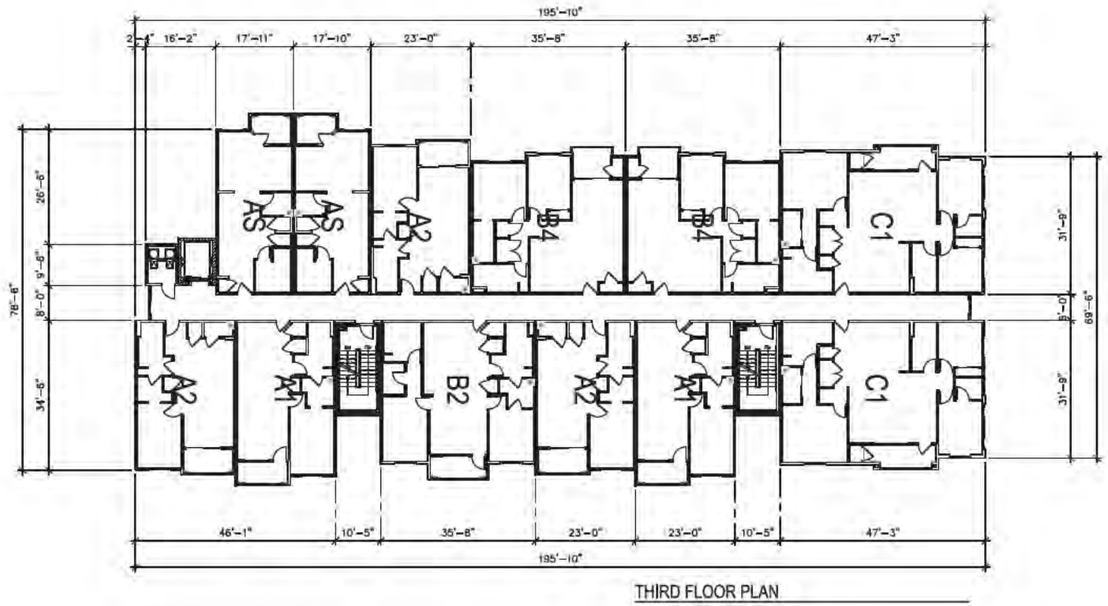
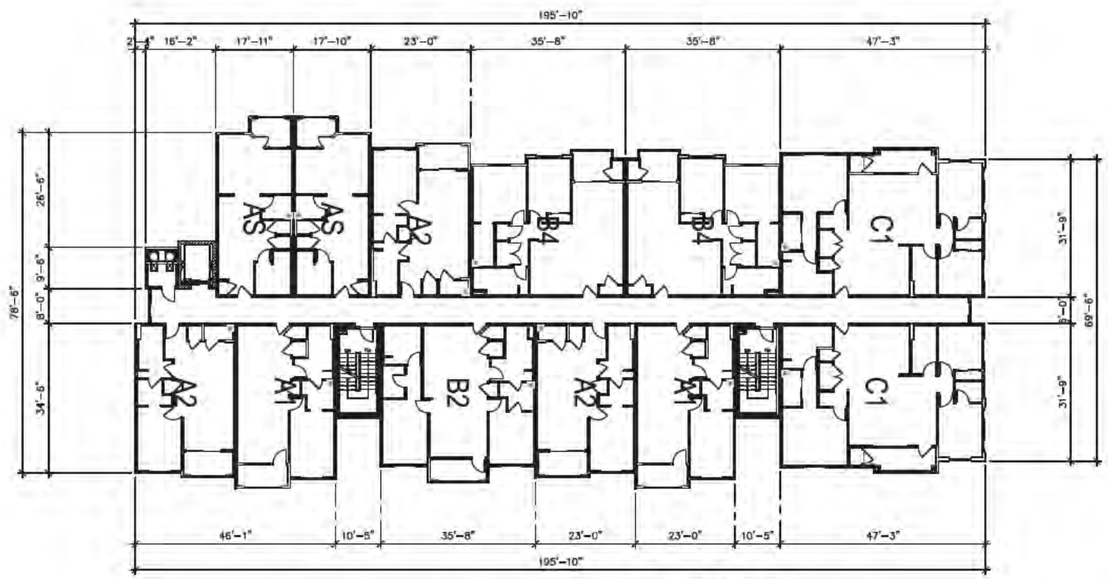


THIRD FLOOR PLAN



FOURTH FLOOR PLAN

BUILDING 4 - FLOOR PLANS

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EXPIRES 9/30/25

PLANNING
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A6.2

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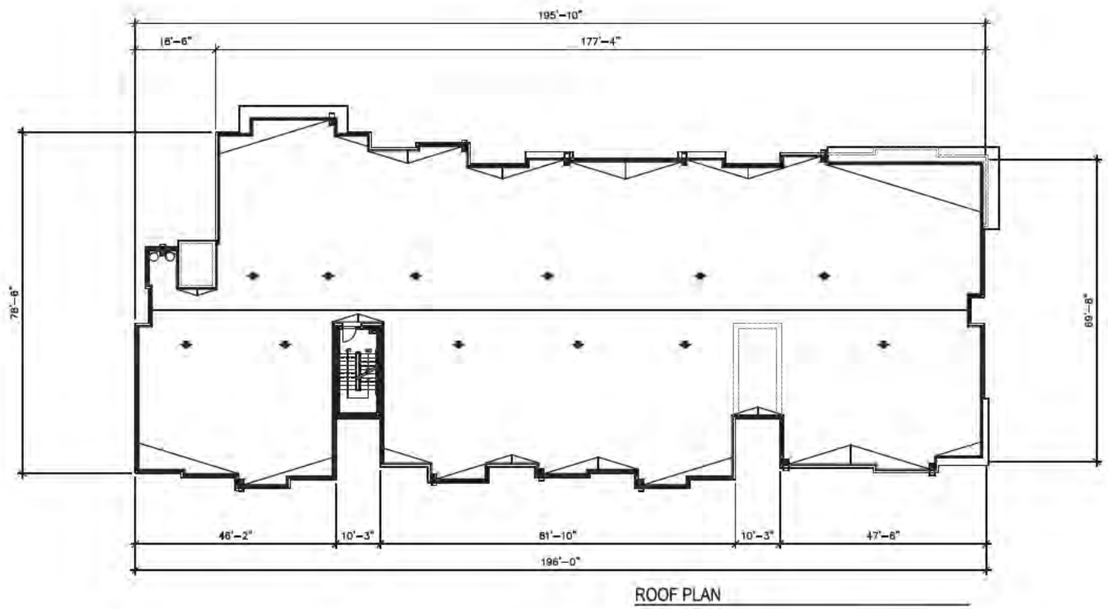

ROOF PLAN

BUILDING 4 - FLOOR PLANS

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PLANNING
RESUBMITTAL
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A6.3

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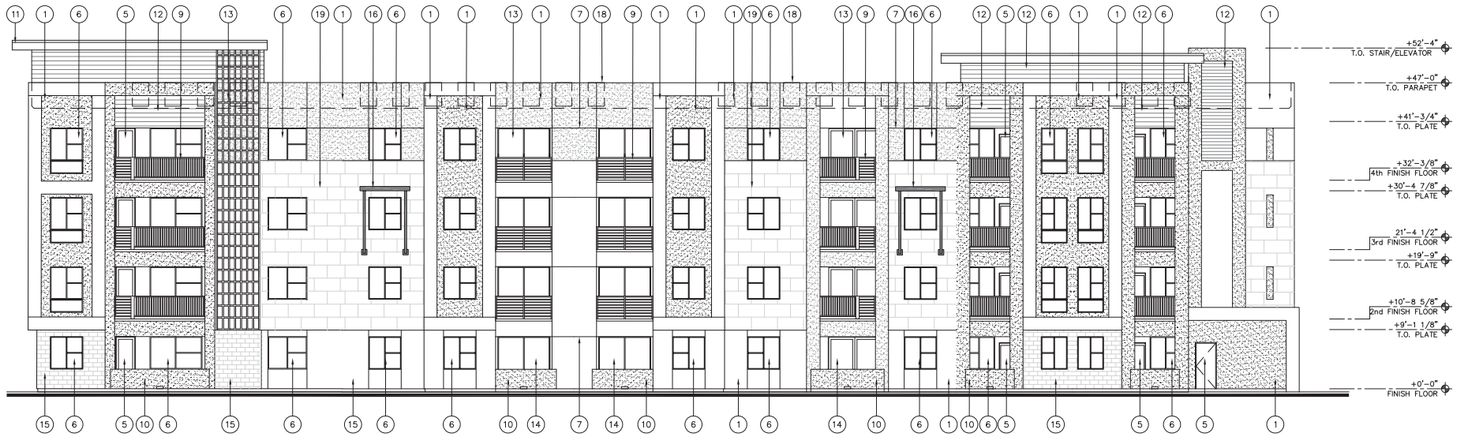
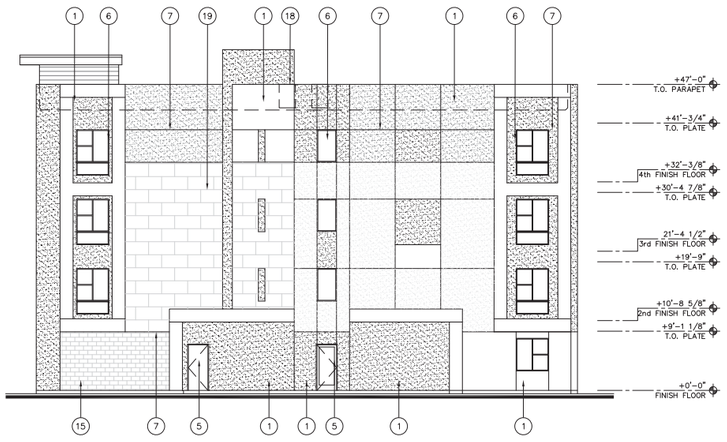
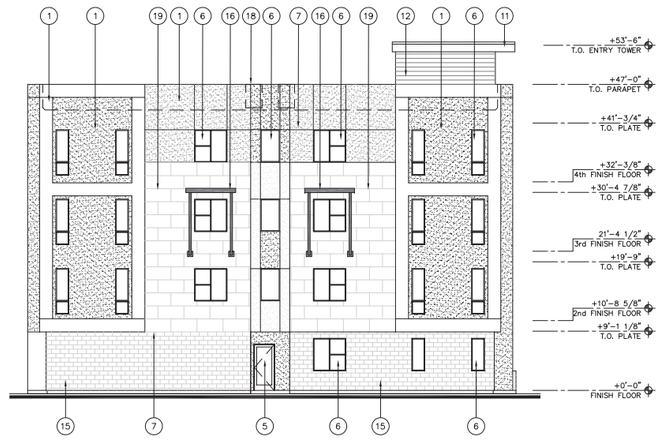


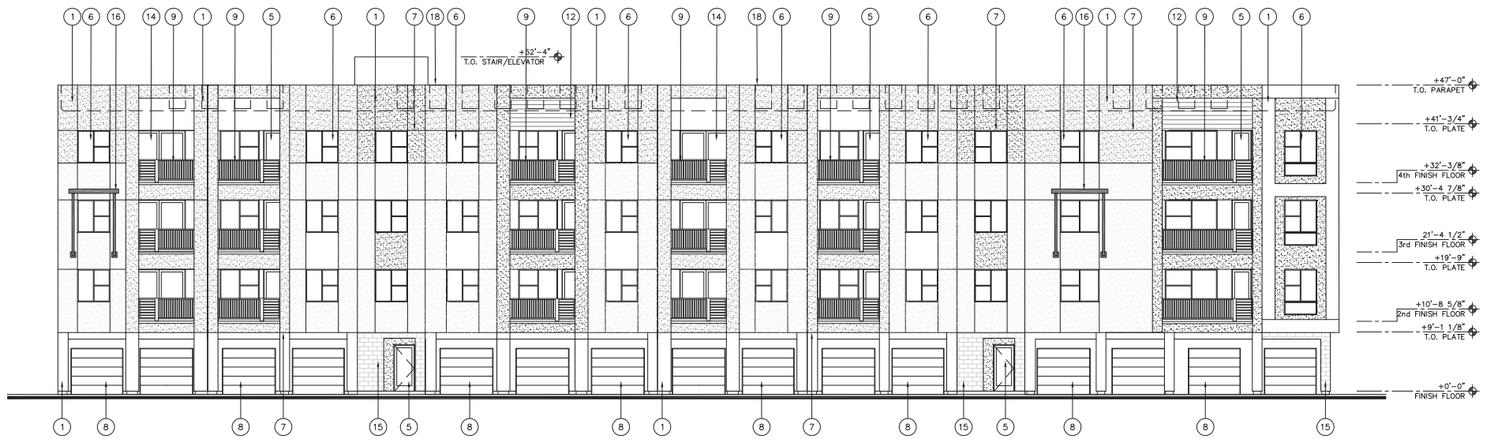
A WEST ELEVATION



C SOUTH ELEVATION



B NORTH ELEVATION



D EAST ELEVATION

ELEVATION KEY NOTES: (#)

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2. METAL PARAPET CAP
3. STOREFRONT SYSTEM
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5. DOOR PER PLAN
6. WINDOW PER PLAN
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5. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

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TOLL BROTHERS UPTOWN

Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING

8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING RESUBMITTAL

REVISIONS:
1 – –
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JOB NO: 23-031
SCALE: 3/32" = 1'-0"
SHEET NO:

A6.4

BUILDING 4 - ELEVATIONS

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A WEST ELEVATION



C SOUTH ELEVATION



B NORTH ELEVATION



D EAST ELEVATION

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07/29/2024

BUILDING 4
COLOR ELEVATION
N.T.S

EX5

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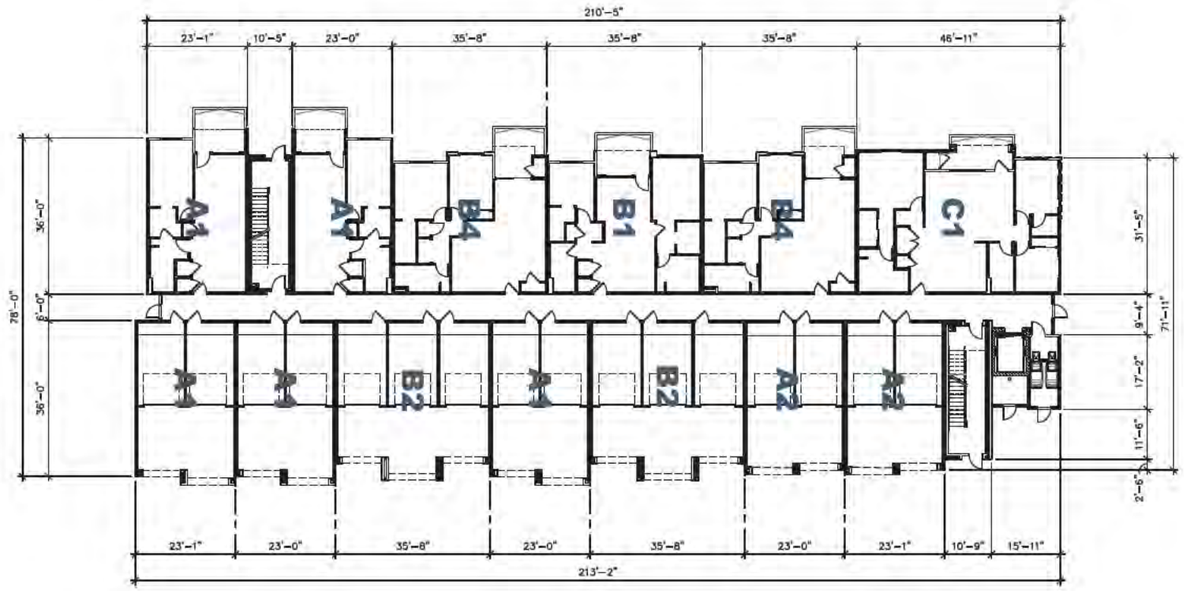
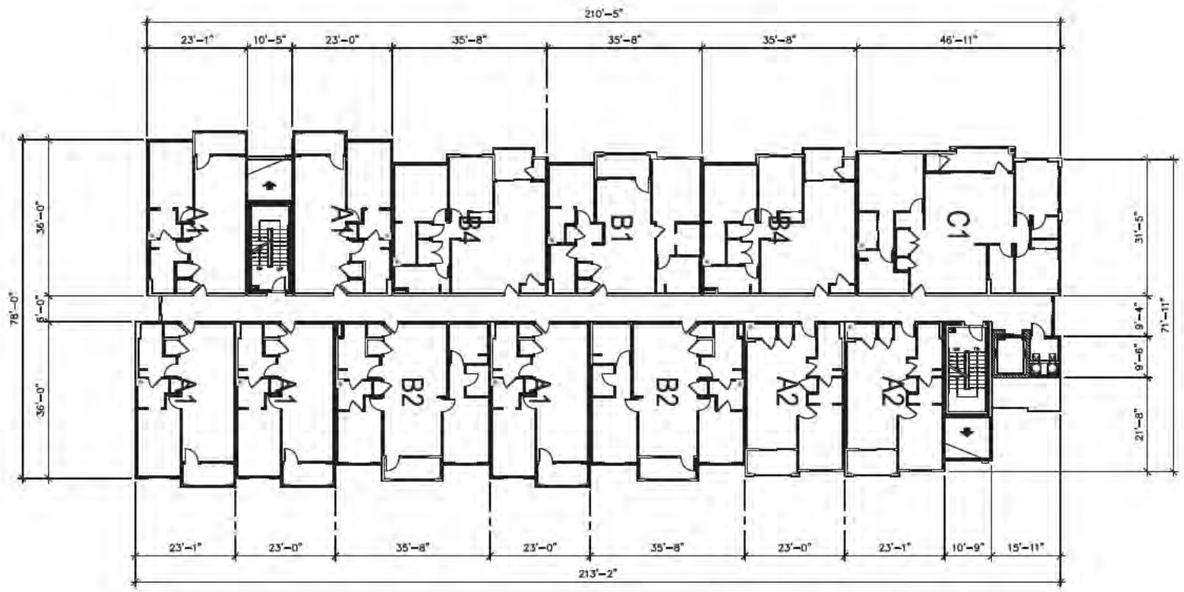


FIRST FLOOR PLAN



SECOND FLOOR PLAN

BUILDING 5 - FLOOR PLANS

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11460 north cave creek road . suite 11
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PLANNING
RESUBMITTAL
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JOB NO: 23-031
SCALE: 1/16"=1'-0"
SHEET NO:

A7.1

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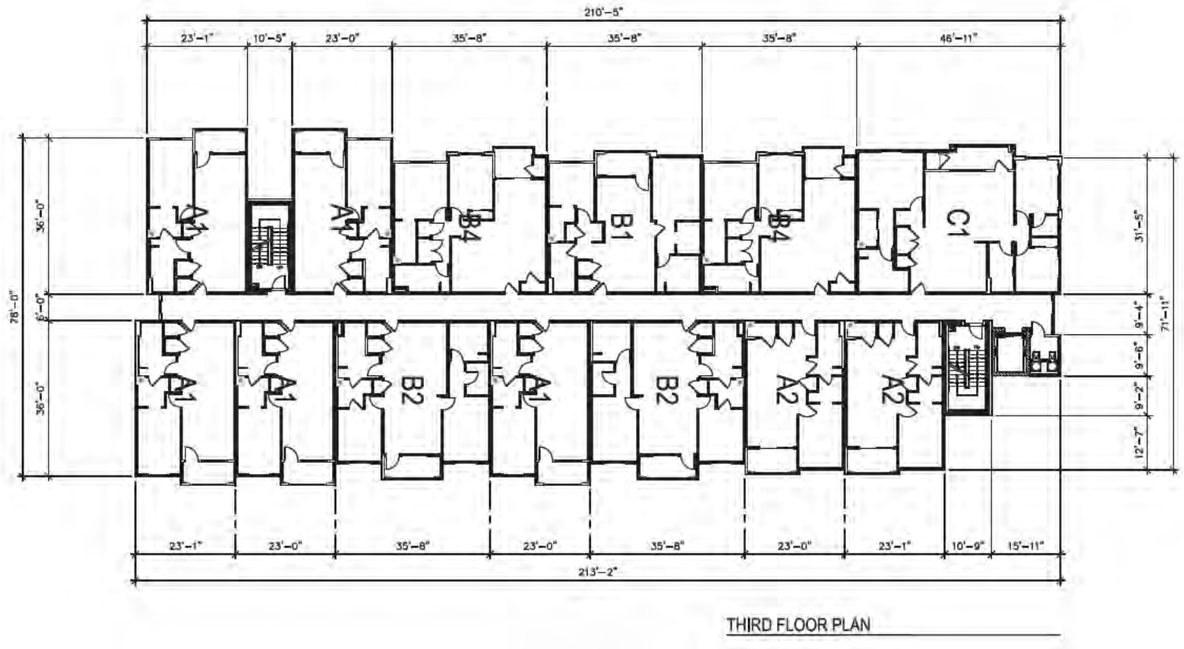
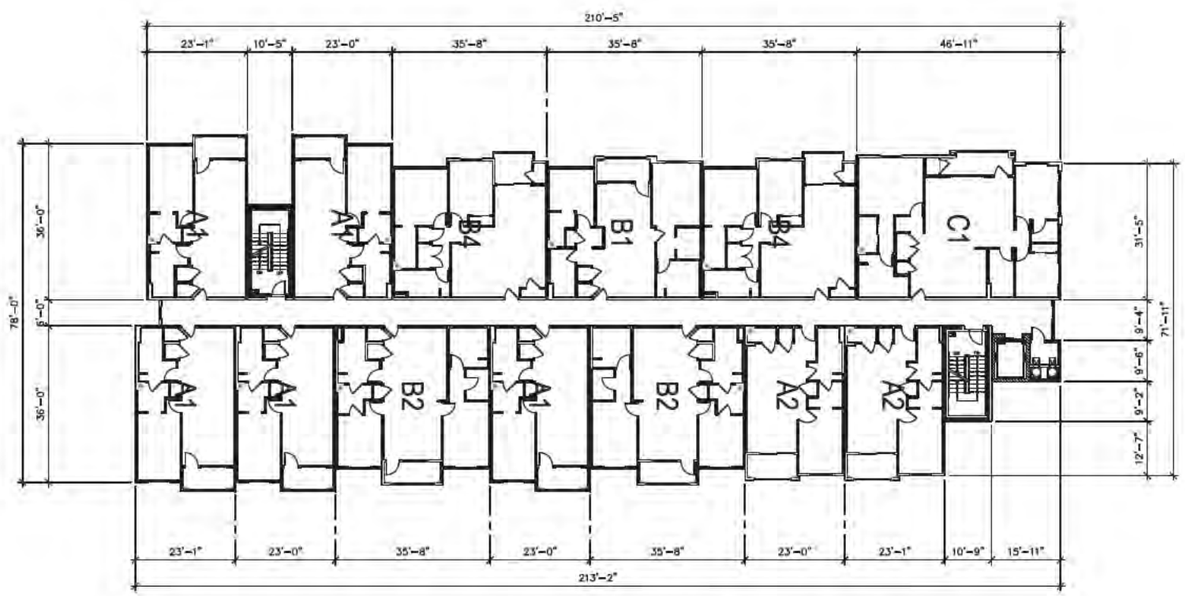


THIRD FLOOR PLAN



FOURTH FLOOR PLAN

BUILDING 5 - FLOOR PLANS

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PLANNING
RESUBMITTAL
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JOB NO: 23-031
SCALE: 1/16" = 1'-0"
SHEET NO:

A7.2

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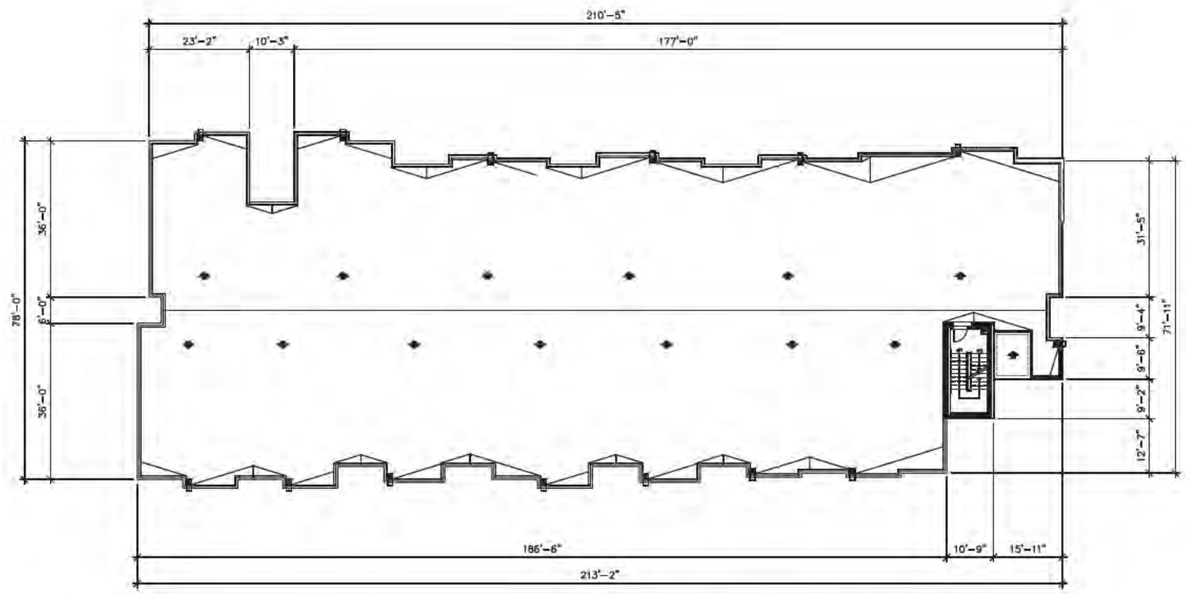

ROOF PLAN

BUILDING 5 - FLOOR PLANS

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PLANNING
RESUBMITTAL
-

REVISIONS:	
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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A7.3

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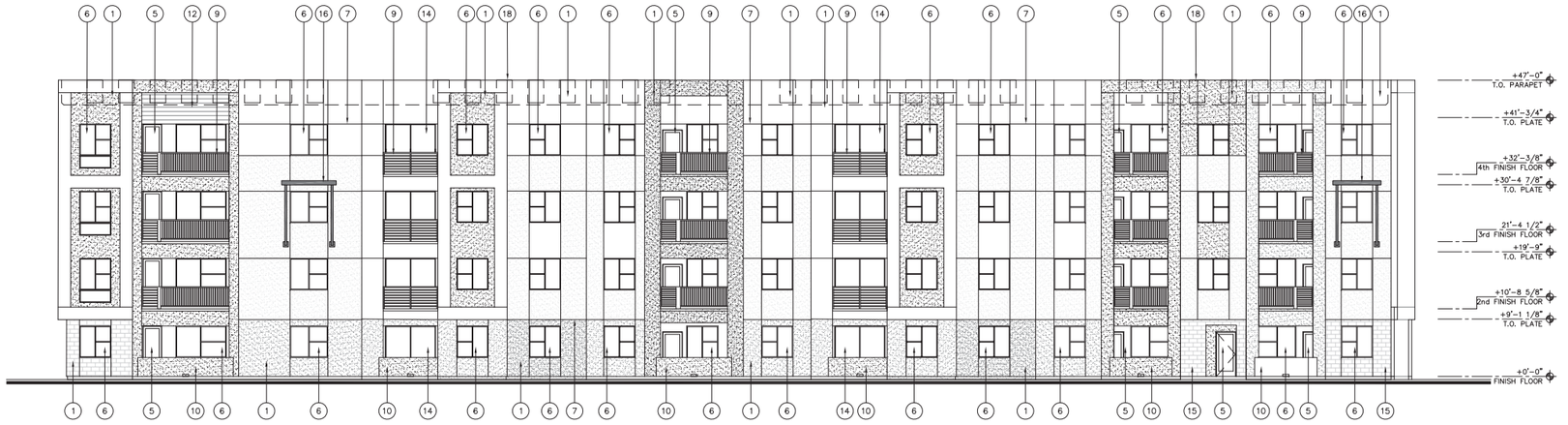
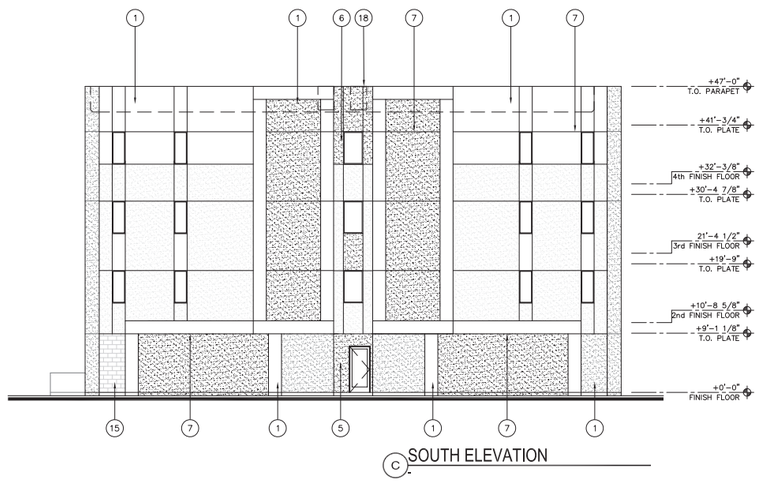
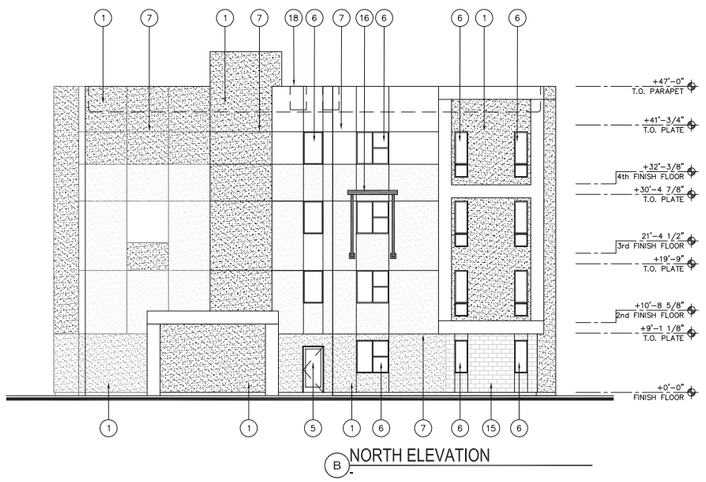


A WEST ELEVATION



C SOUTH ELEVATION



B NORTH ELEVATION



D EAST ELEVATION

ELEVATION KEY NOTES: (#)

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2. METAL PARAPET CAP
3. STOREFRONT SYSTEM
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REVISIONS:
1 - -
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JOB NO: 23-031
SCALE: 3/32" = 1'-0"
SHEET NO:

A7.4

BUILDING 5 - ELEVATIONS

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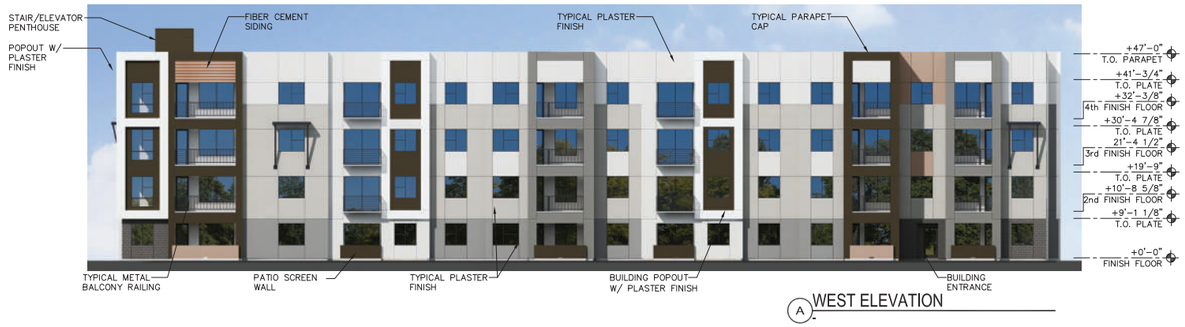
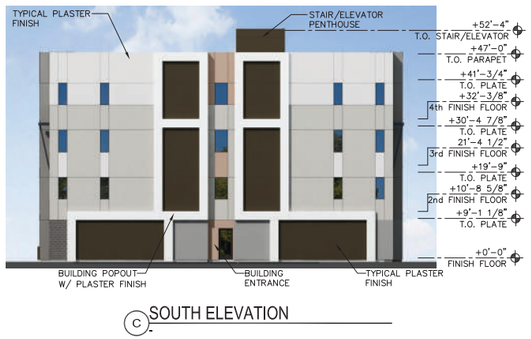
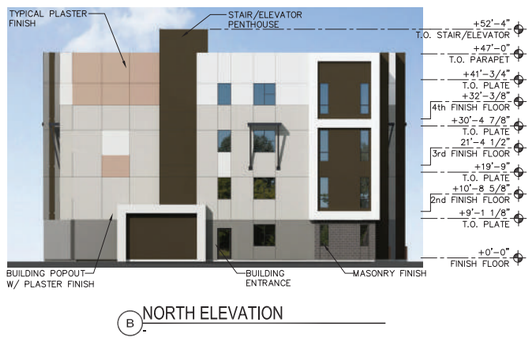


A WEST ELEVATION



C SOUTH ELEVATION



B NORTH ELEVATION



D EAST ELEVATION

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TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

BUILDING 5
COLOR ELEVATION
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EX6
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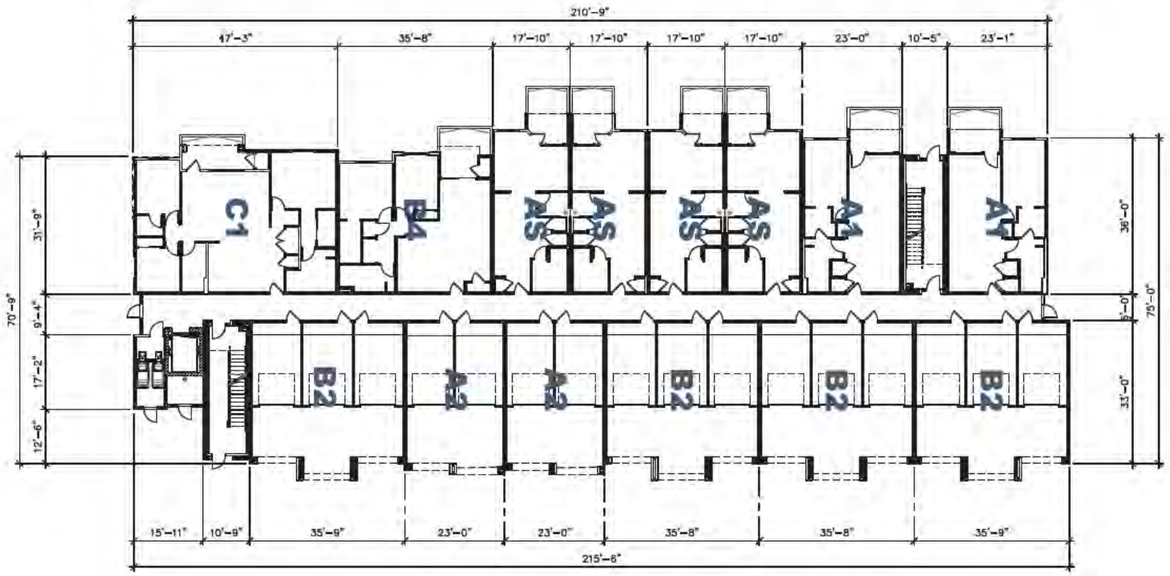
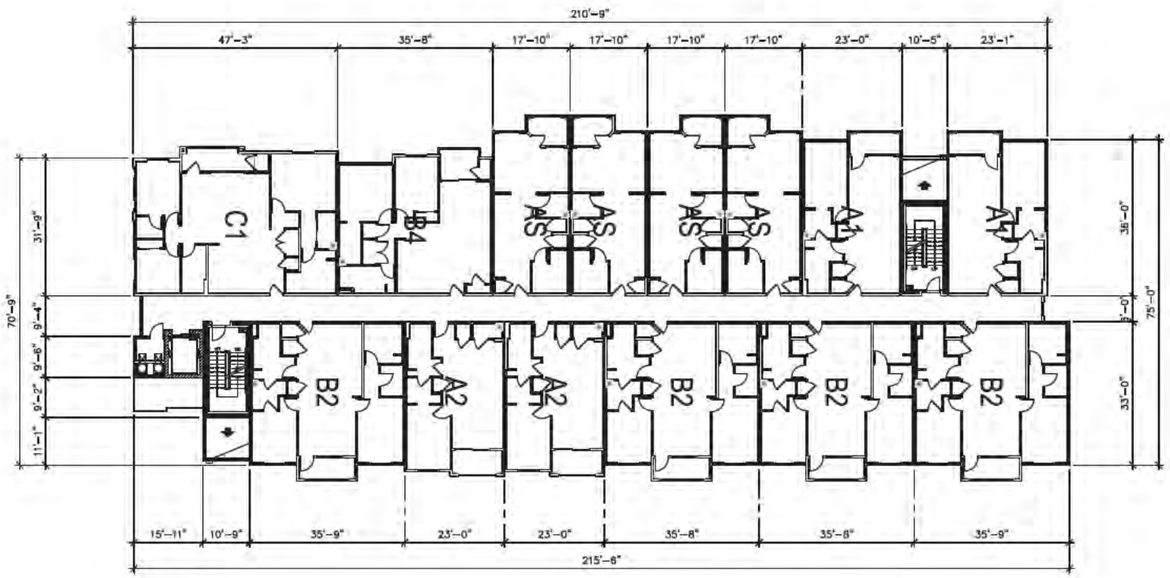


FIRST FLOOR PLAN



FOURTH FLOOR PLAN

BUILDING 6 - FLOOR PLANS

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TOLL BROTHERS UPTOWN
Apartment Homes
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TOLL BROTHERS APARTMENT LIVING
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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A8.1

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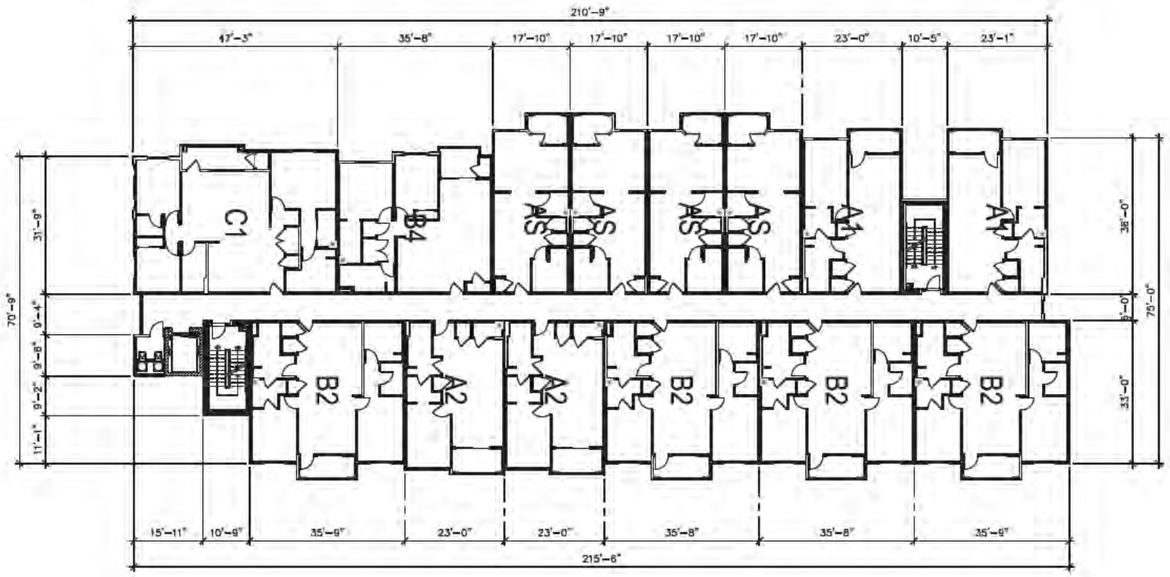
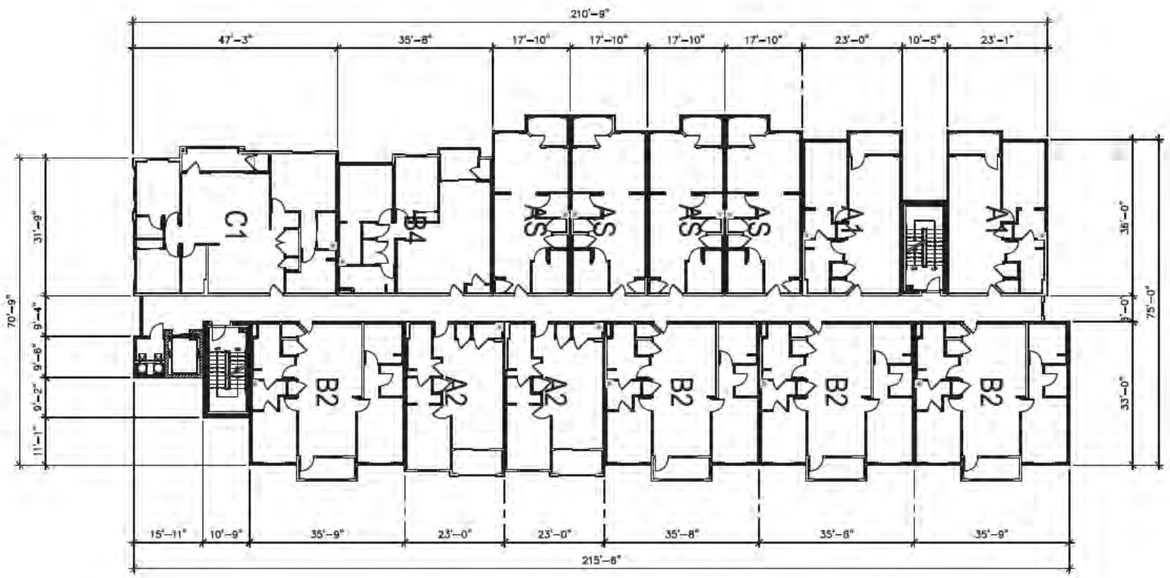


THIRD FLOOR PLAN



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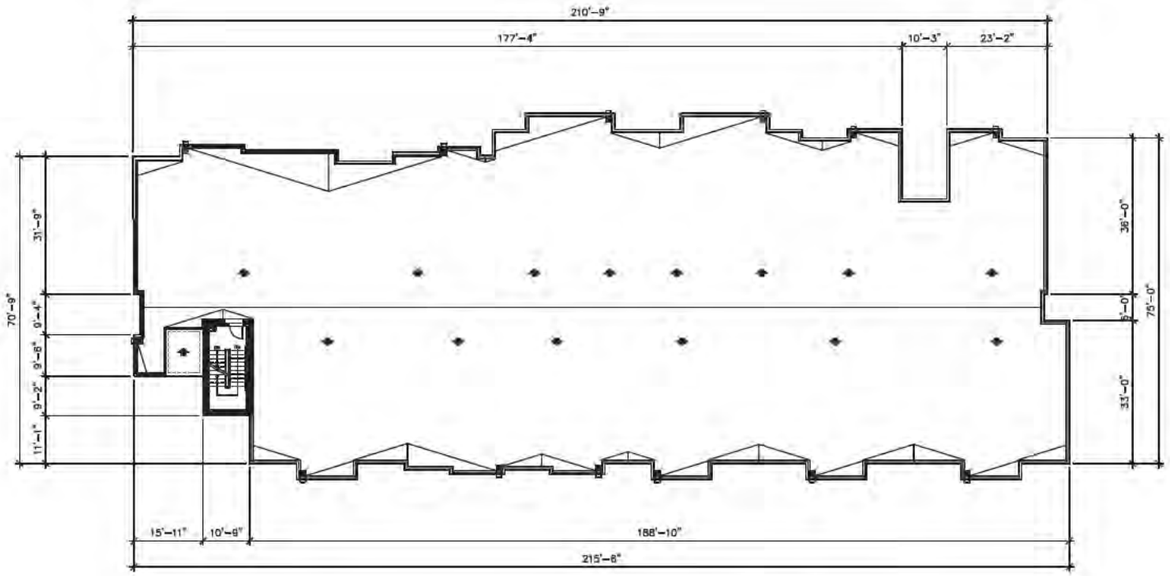

ROOF PLAN

BUILDING 6 - FLOOR PLANS

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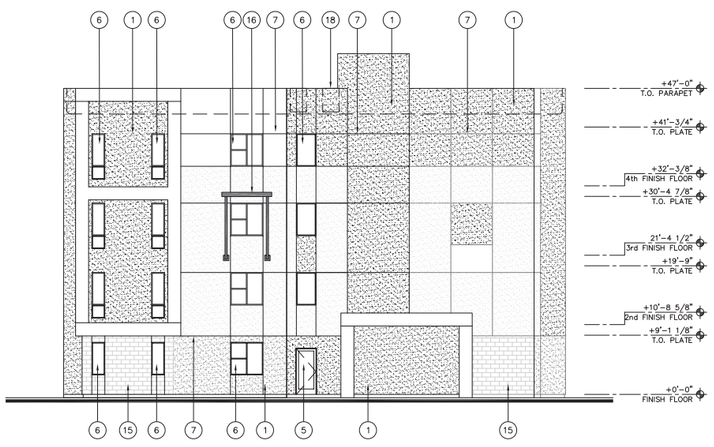
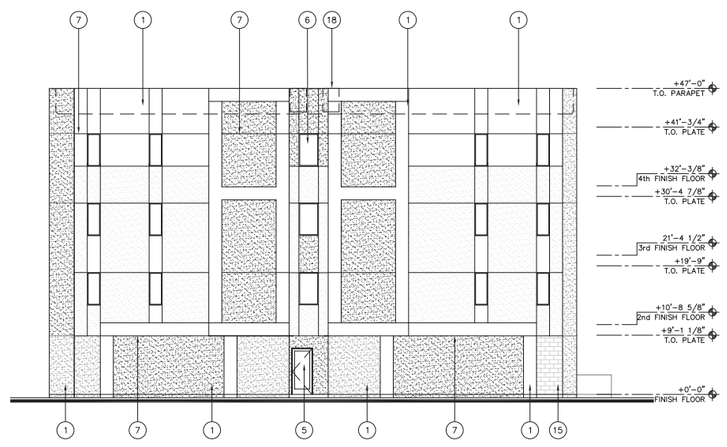
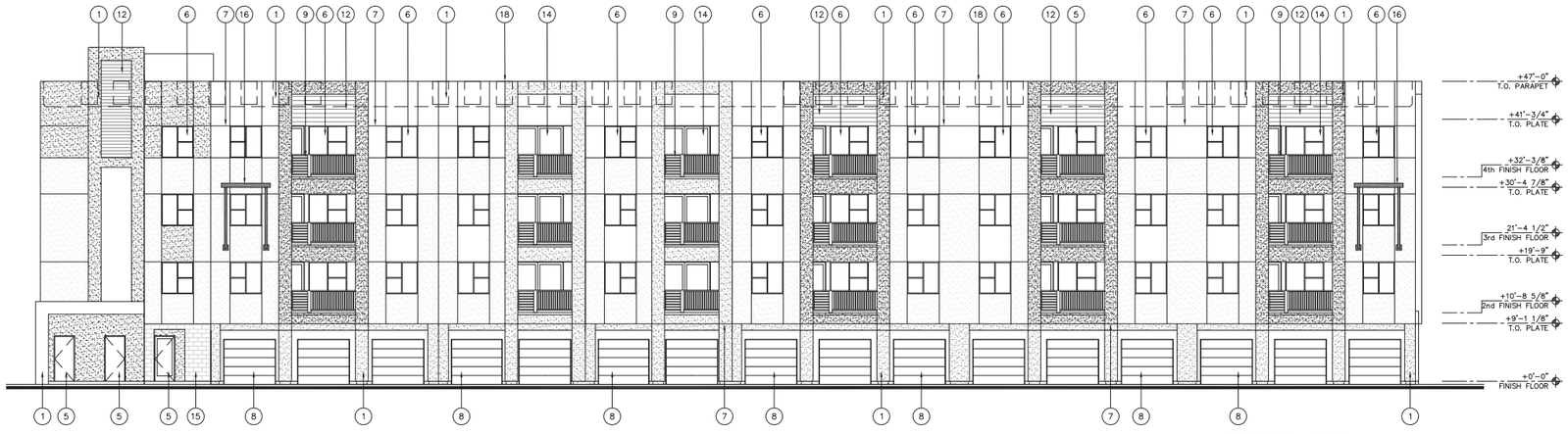
A WEST ELEVATION



C SOUTH ELEVATION



B NORTH ELEVATION



D EAST ELEVATION

ELEVATION KEY NOTES: (#)

1. EXTERIOR STUCCO SYSTEM
2. METAL PARAPET CAP
3. STOREFRONT SYSTEM
4. FOAM POP-OUT
5. DOOR PER PLAN
6. WINDOW PER PLAN
7. STUCCO CONTROL JOINT
8. GARAGE DOOR
9. METAL PATIO/BALCONY RAILING
10. FRAMED PATIO/BALCONY WALL
11. TOWER ELEMENT.
12. HORIZONTAL LAP SIDING.
13. DECORATIVE METAL FEATURE.
14. SLIDING GLASS DOOR PER PLAN.
15. MASONRY VENEER
16. METAL AWNINGS
17. TELESCOPING DOOR SYSTEM
18. MECHANICAL EQUIPMENT BEYOND, SCREENED BY PARAPET WALLS
19. FIBER CEMENT SIDING

EXTERIOR COLOR SCHEME

A	BODY COLOR 1	DUNN EDWARDS DEW381 DROPLETS
B	BODY COLOR 2	DUNN EDWARDS DE6376 LOOKING GLASS
C	BODY COLOR 3	BENJAMIN MOORE AC-34 CAPE HATTERAS SAND
D	BODY COLOR 4	BENJAMIN MOORE 2139-10 RIVER ROCK
E	BODY COLOR 5 & LAP SIDING	DUNN EDWARDS DE6105 WEATHERED LEATHER
F	METAL SCREENS	ALUMINUM CLEAR ANODIZED FINISH
G	MASONRY VENEER	TRENWYTH HIGH POLISH 4107 8"X16"
H	RAILING, DOORS & METAL CANOPIES	SHERWIN WILLIAMS SW6258 TRICON BLACK
I	WINDOW / STOREFRONT FRAMES	DARK BRONZE
J	FIBER CEMENT PANELS	BENJAMIN MOORE 2112-70 AMERICAN WHITE

GENERAL ELEVATION NOTES:

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5. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

BUILDING 6 - ELEVATIONS

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TOLL BROTHERS UPTOWN

Apartment Homes
CHANDLER, ARIZONA

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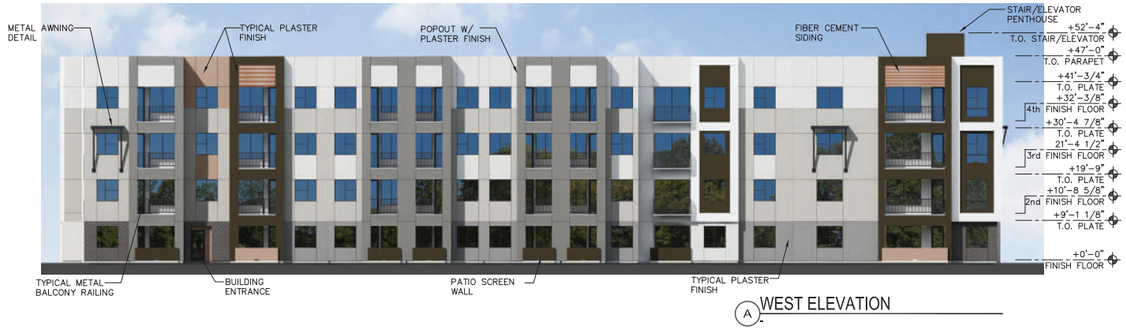

A WEST ELEVATION



C SOUTH ELEVATION



B NORTH ELEVATION



D EAST ELEVATION

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EX7

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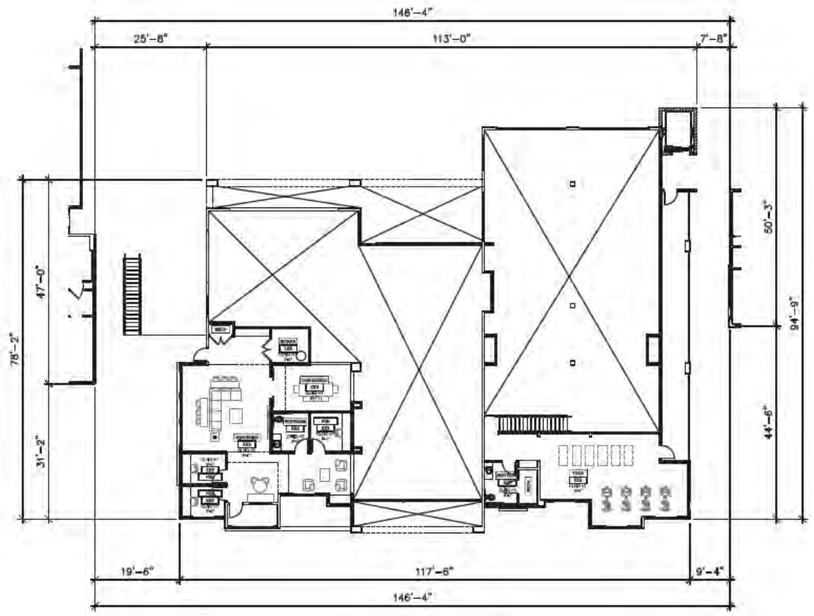
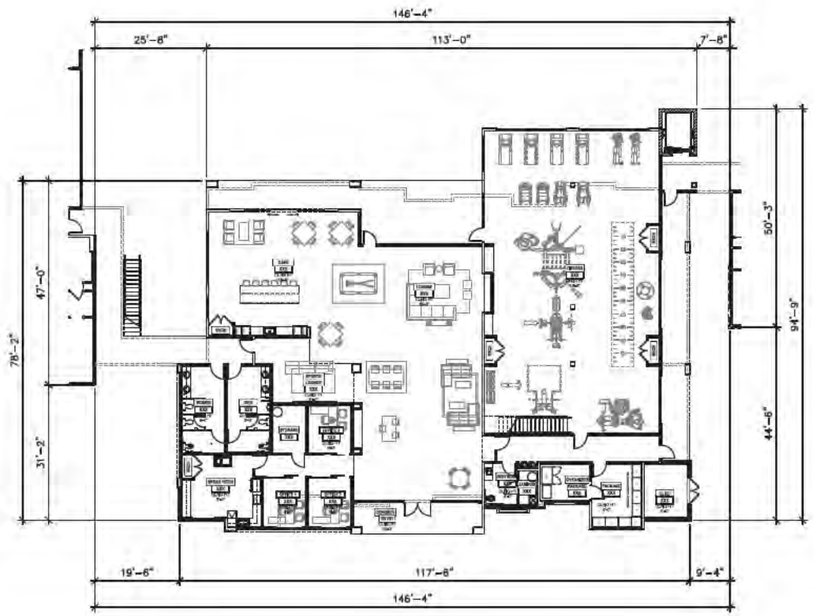


SECOND FLOOR PLAN



FIRST FLOOR PLAN

CLUBHOUSE
BUILDING - FLOOR PLANS

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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	A9.1

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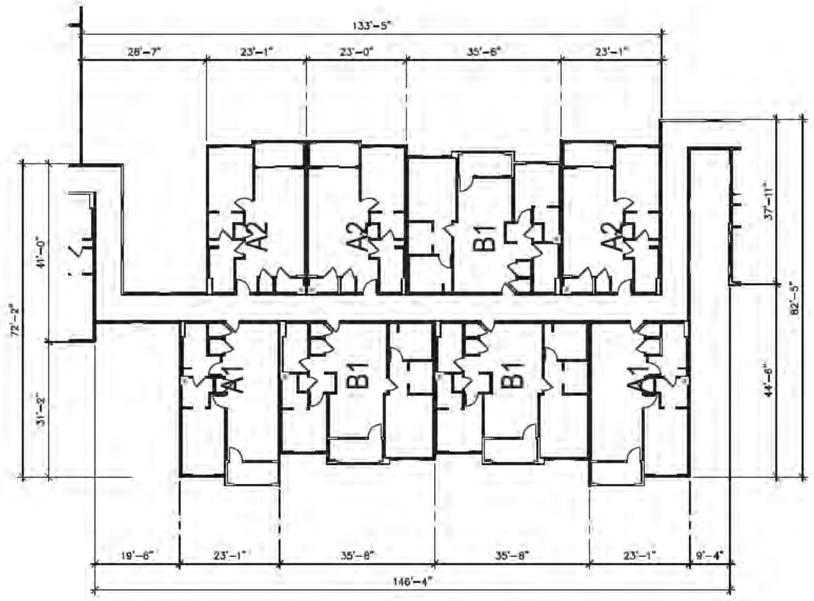
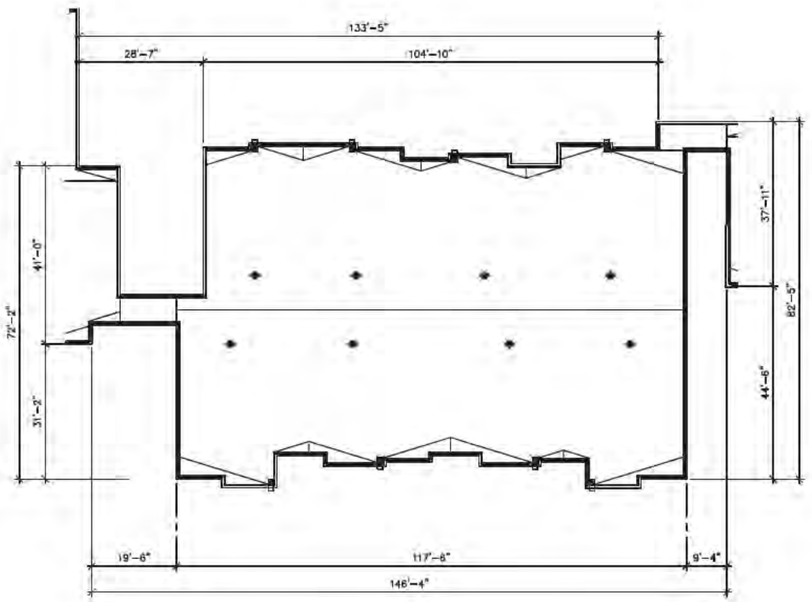
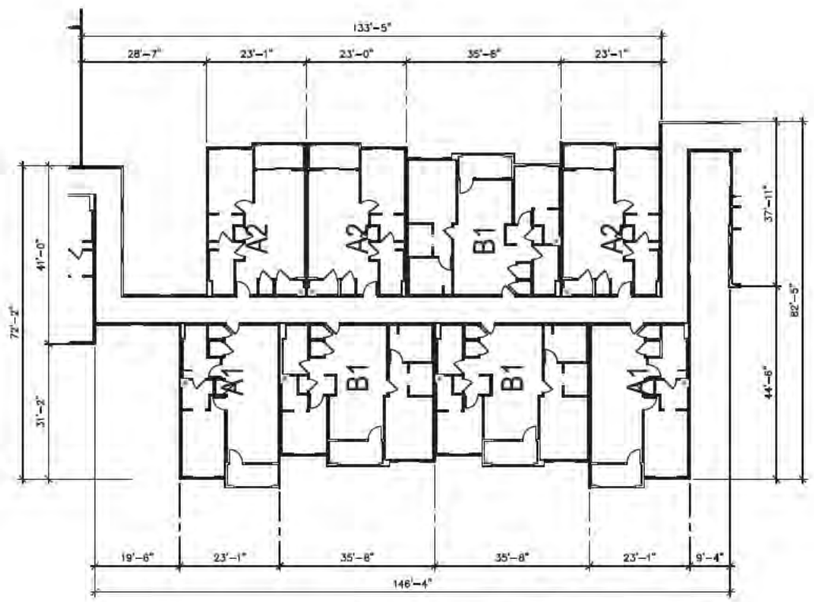


FOURTH FLOOR PLAN



ROOF PLAN



THIRD FLOOR PLAN

CLUBHOUSE
BUILDING - FLOOR PLANS

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JOB NO:	23-031
SCALE:	1/16" = 1'-0"
SHEET NO:	

A9.2

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GENERAL ELEVATION NOTES:

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EXTERIOR COLOR SCHEME

A	BODY COLOR 1	DUNN EDWARDS DEW381 DROPLETS	F	METAL SCREENS	ALUMINUM CLEAR ANODIZED FINISH
B	BODY COLOR 2	DUNN EDWARDS DE6376 LOOKING GLASS	G	MASONRY VENEER	TRENWYTH HIGH POLISH 4107 8"X16"
C	BODY COLOR 3	BENJAMIN MOORE AC-34 CAPE HATTERAS SAND	H	RAILING, DOORS & METAL CANOPIES	SHERWIN WILLIAMS SW6258 TRICON BLACK
D	BODY COLOR 4	BENJAMIN MOORE 2139-10 RIVER ROCK	I	WINDOW / STOREFRONT FRAMES	DARK BRONZE
E	BODY COLOR 5 & LAP SIDING	DUNN EDWARDS DE6105 WEATHERED LEATHER	J	FIBER CEMENT PANELS	BENJAMIN MOORE 2112-70 AMERICAN WHITE

ELEVATION KEY NOTES: (#)

1. EXTERIOR STUCCO SYSTEM
2. METAL PARAPET CAP
3. STOREFRONT SYSTEM
4. FOAM POP-OUT
5. DOOR PER PLAN
6. WINDOW PER PLAN
7. STUCCO CONTROL JOINT
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9. METAL PATIO/BALCONY RAILING
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13. DECORATIVE METAL FEATURE.
14. SLIDING GLASS DOOR PER PLAN.
15. MASONRY VENEER
16. METAL AWNINGS
17. TELESCOPING DOOR SYSTEM
18. MECHANICAL EQUIPMENT BEYOND, SCREENED BY PARAPET WALLS
19. FIBER CEMENT SIDING



A WEST ELEVATION



B EAST ELEVATION - COURTYARD

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SHEET NO:

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CLUBHOUSE
BUILDING - ELEVATIONS

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A WEST ELEVATION



B EAST COURTYARD ELEVATION

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CLUBHOUSE COLOR ELEVATION

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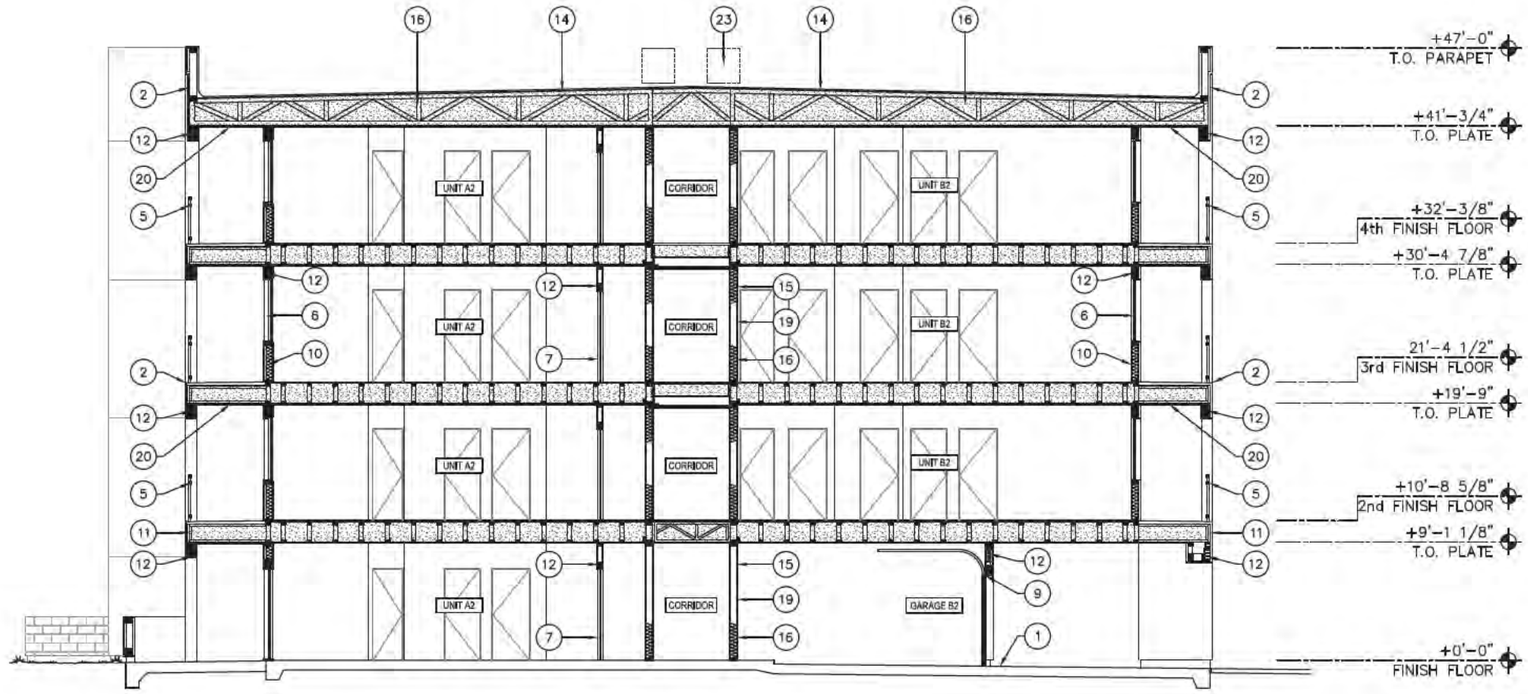

TYPICAL BUILDING SECTION

KEYNOTE SCHEDULE:

1. CONCRETE FOUNDATION – REFER TO STRUCTURAL DRAWINGS.
2. EXTERIOR STUCCO SYSTEM OVER WATERPROOFING MEMBRANE.
3. STONE/BRICK VENEER.
4. PARAPET CAP – REFER TO ROOF PLAN AND DETAILS
5. METAL BALCONY RAILING @ 42" A.F.F.
6. WINDOW – REFER TO UNIT PLANS.
7. DOOR – REFER TO UNIT PLANS.
8. TYPICAL PARAPET BEYOND.
9. GARAGE DOOR ASSEMBLY.
10. WOOD STUD FRAMING
11. PREFAB WOOD TRUSS.
12. BEAM/HEADER.
13. FINISHED GRADE.
14. 1" CLASS "B" SPRAY FOAM ROOFING SYSTEM. INSTALL PER SPECIFICATIONS AND MANUFACTURES INSTRUCTIONS.
15. GYPSUM BOARD FINISH PER ASSEMBLY TYPE.
16. INSULATION – REFER TO INSULATION SCHEDULE THIS SHEET.
17. 2x SILL PLATE
18. DOUBLE 2x TOP PLATE.
19. INTERIOR WALL – 2x FRAMING WITH GYPSUM BOARD FINISH.
20. EXTERIOR GYPSUM SOFFIT BOARD FINISH.
21. SITE PAVING – REFER TO SITE PLAN AND CIVIL.
22. BALCONY – 1 1/2" MIN. HARDROCK CONCRETE OVER PROTECTION BOARD AND WATERPROOFING MEMBRANE. REFER TO SPECIFICATIONS. SLOPE MIN. 1/4" PER FOOT TO DRAIN.
23. MECHANICAL EQUIPMENT – BELOW HEIGHT OF PARAPET.
24. 42" FRAMED EXTENDED PATIO WALL.

INSULATION SCHEDULE:

EXTERIOR WALLS	R-19 at 2x6 WALLS R-13 at 2x4 WALLS
ROOF	R-38 BATTS TO FILL CAVITY
FLOOR/CEILING	BATT OR BLOWN INSULATION TO FILL CAVITY
GARAGE CEILING	BATT OR BLOWN INSULATION TO FILL CAVITY
PARTY WALLS	3" SOUND BATTS EACH SIDE
CORRIDOR WALLS	3.5" SOUND BATTS

GENERAL INSULATION NOTE:

FILL FLOOR/CEILING AND ROOF/CEILING CAVITY WITH NON-COMBUSTIBLE BATT INSULATION

BUILDING COMPONENT SCHEDULE:

BUILDING ELEMENT	CONSTRUCTION TYPE V-A	DETAIL REFERENCE
EXTERIOR BEARING WALL	1 HOUR RATED	3/FR1
INTERIOR BEARING WALL	1 HOUR RATED	10/FR1
INTERIOR NON-BEARING WALL	NON-RATED	17/FR2
UNIT SEPARATION WALL	1 HOUR RATED	2/FR1
FLOOR/CEILING ASSEMBLY (UNIT SEPARATION)	1 HOUR RATED	4/FR1
FLOOR/CEILING ASSEMBLY (CORRIDORS)	1 HOUR RATED	5/FR1
ROOF/CEILING ASSEMBLY	1 HOUR RATED	7/FR1
STAIR ENCLOSURE CORRIDOR WALL	2 HOUR RATED	19/FR2
STAIR ENCLOSURE UNIT SEPARATION WALL	2 HOUR RATED	19/FR2
STAIR ENCLOSURE EXTERIOR WALL	2 HOUR RATED	22/FR2
ELEVATOR SHAFT	2 HOUR RATED	19/FR2

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0200 Fax 602.285.0229

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BUILDING SECTIONS

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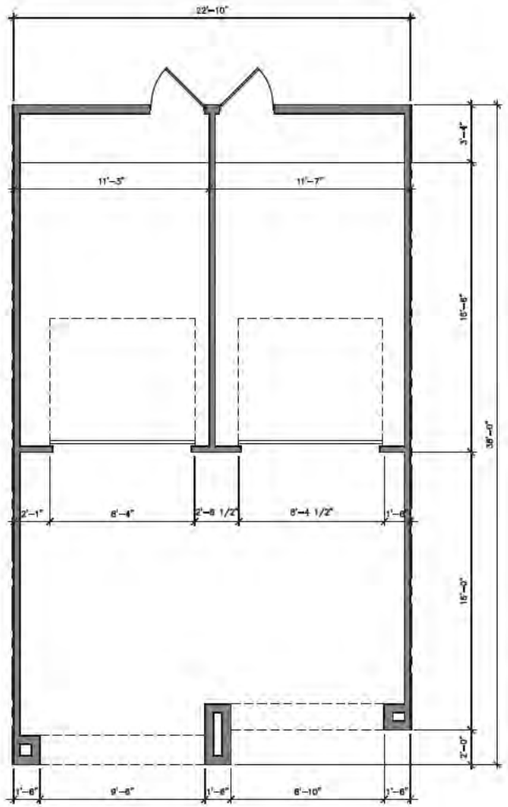
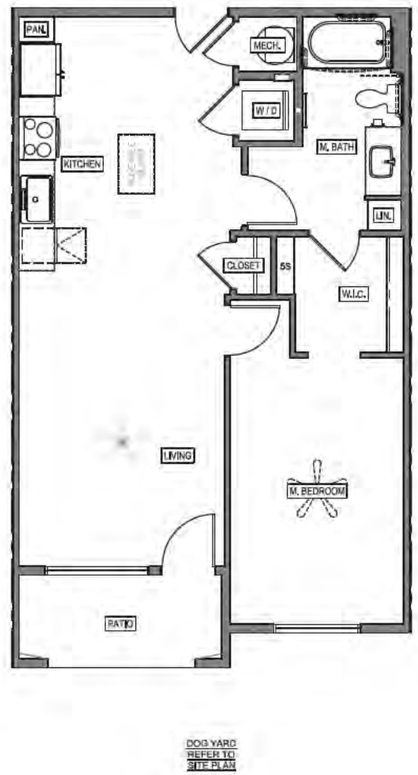


UNIT A1 - GARAGE
TYPICAL

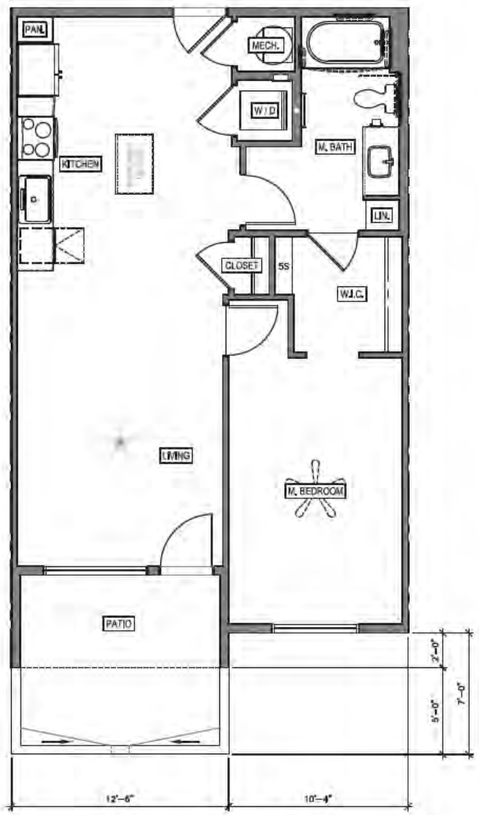
GROSS AREA:	
GARAGE:	459 S.F.
TANDEM PARKING:	393 S.F.
TOTAL	852 S.F.



DOG YARD
REFER TO
SITE PLAN

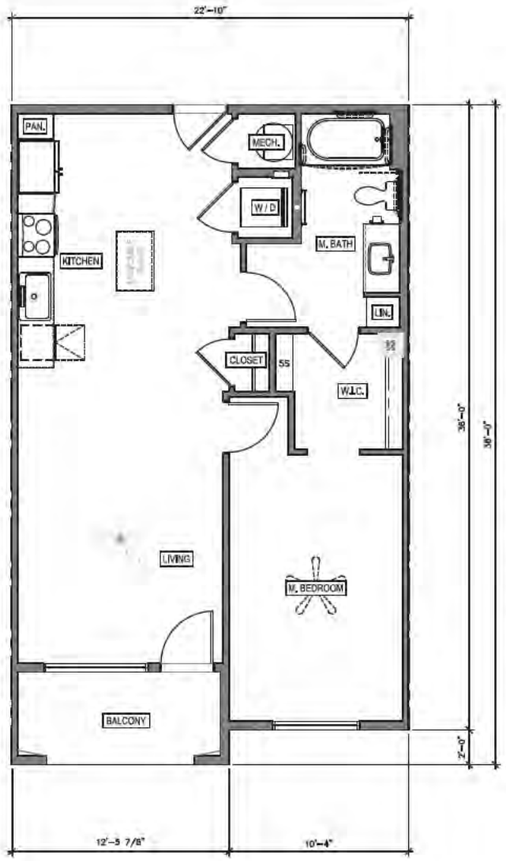
UNIT A1.2
1ST FLOOR - BUILDING 4 DOG YARD

GROSS LIVABLE AREA:	
LIVABLE:	787 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	60 S.F.
TOTAL	852 S.F.



UNIT A1 1
1ST FLOOR

GROSS LIVABLE AREA:	
LIVABLE:	787 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	128 S.F.
TOTAL	915 S.F.



UNIT A1
UPPER FLOORS

GROSS LIVABLE AREA:	
LIVABLE:	787 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	65 S.F.
TOTAL	852 S.F.

FLOOR PLAN
UNIT A1 & A1 GARAGE

biltform architecture
biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0260 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING
RESUBMITTAL
-

REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4" = 1'-0"

SHEET NO:

A2.1.0

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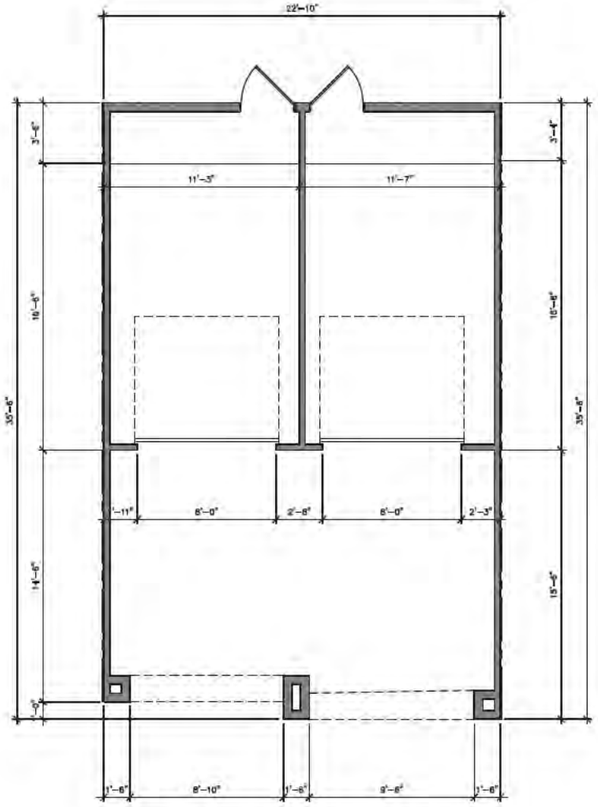
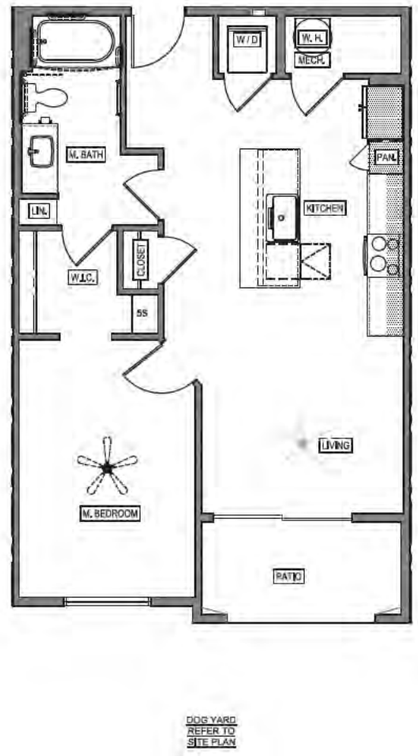


UNIT A2 - GARAGE
TYPICAL

GROSS AREA:	
GARAGE:	460 S.F.
TANDEM PARKING:	345 S.F.
TOTAL	805 S.F.



DOG YARD
REFER TO
SITE PLAN

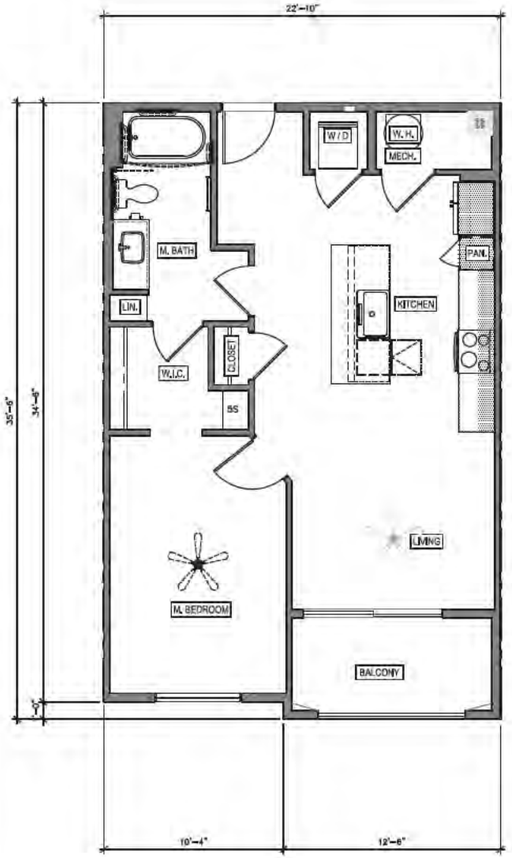
UNIT A2.3
1ST FLOOR - BUILDING 4 DOG YARD

GROSS LIVABLE AREA:	
LIVABLE:	735 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	70 S.F.
TOTAL	805 S.F.



UNIT A2.1 & A2.2
1ST FLOOR

GROSS LIVABLE AREA:	
LIVABLE:	735 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	128 S.F.
TOTAL	863 S.F.



UNIT A2
UPPER FLOORS

GROSS LIVABLE AREA:	
LIVABLE:	735 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	70 S.F.
TOTAL	805 S.F.

FLOOR PLAN
UNIT A2 & A2 GARAGE

biltform
architecture
biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0093 Fax 602.285.0029

EXPIRES 9/30/25

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Apartment Homes
CHANDLER, ARIZONA

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PLANNING
RESUBMITTAL
-

REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4" = 1'-0"
SHEET NO:	A2.2.0

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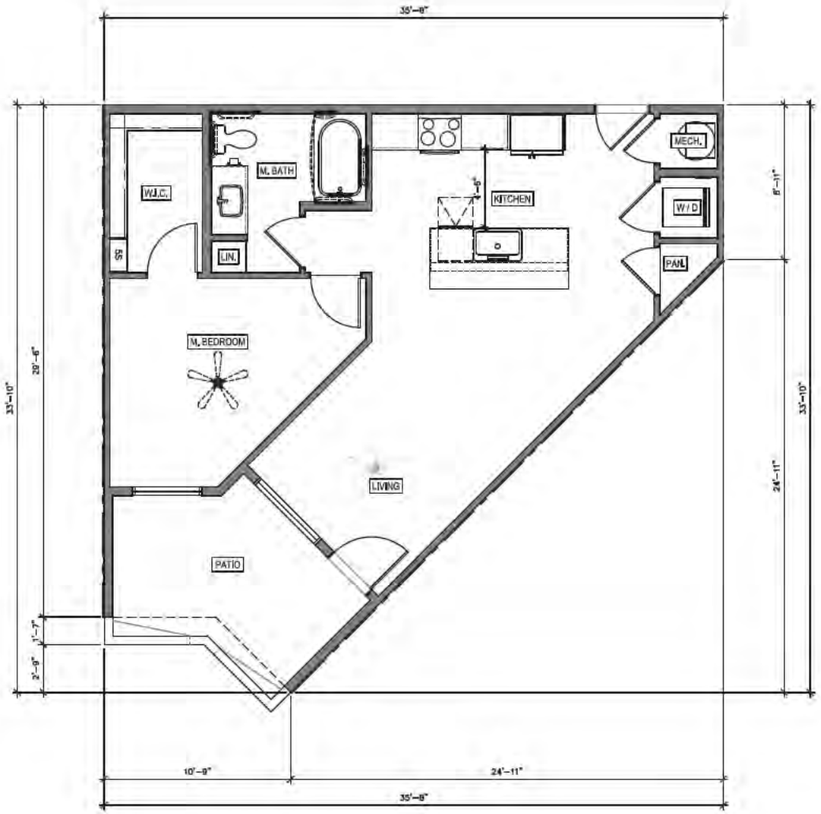
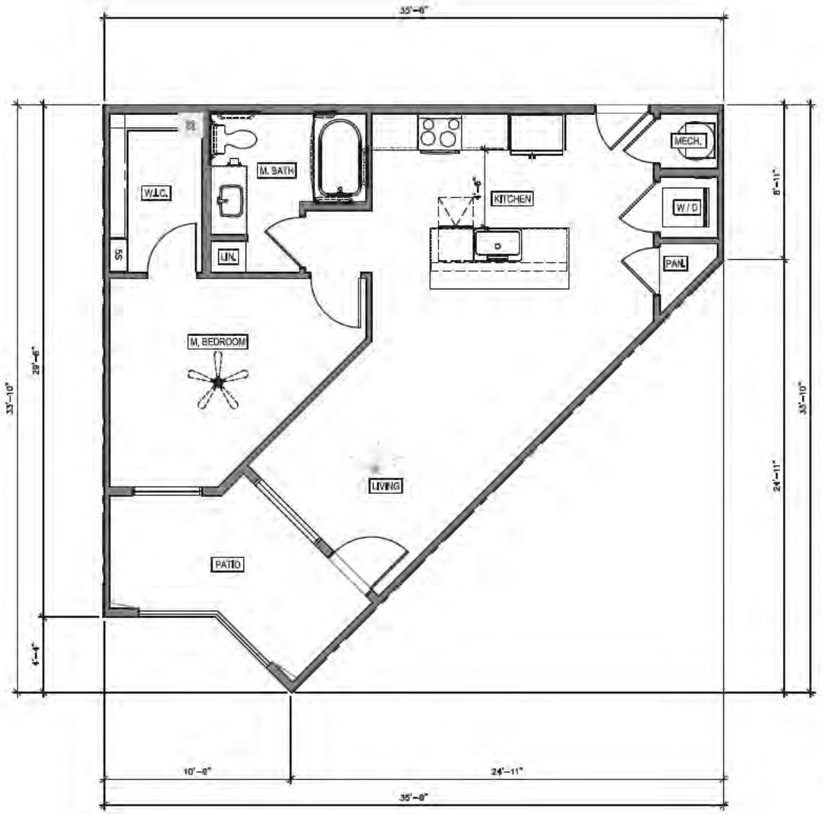


UNIT A6.1
1ST FLOOR

GROSS LIVABLE AREA:	
LIVABLE:	752 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	128 S.F.
TOTAL	880 S.F.



UNIT A6
UPPER FLOORS

GROSS LIVABLE AREA:	
LIVABLE:	752 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	110 S.F.
TOTAL	862 S.F.

FLOOR PLAN
UNIT A6

biltform architecture
biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0260 Fax 602.285.0259

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
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CHANDLER, ARIZONA

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PLANNING
RESUBMITTAL
-

REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4"=1'-0"
SHEET NO:	

A2.3.0

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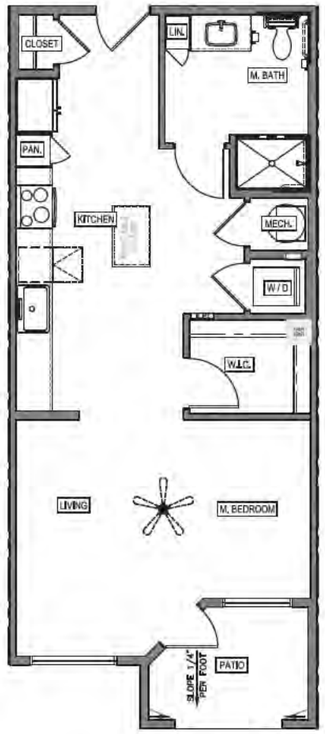
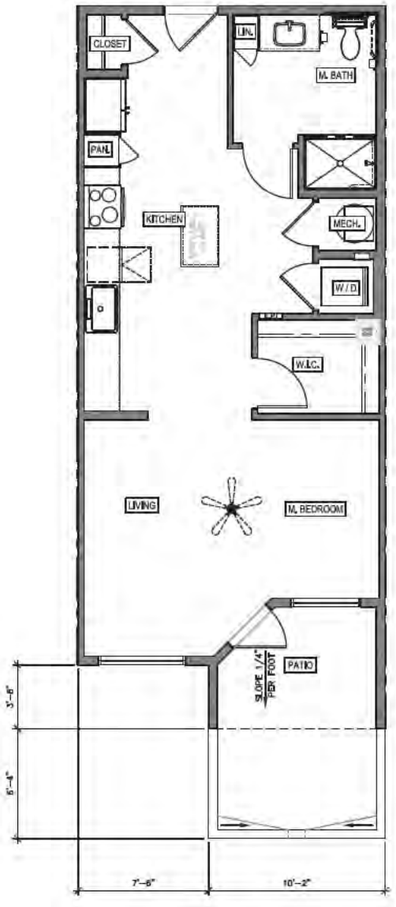


DOG YARD
REFER TO
SITE PLAN

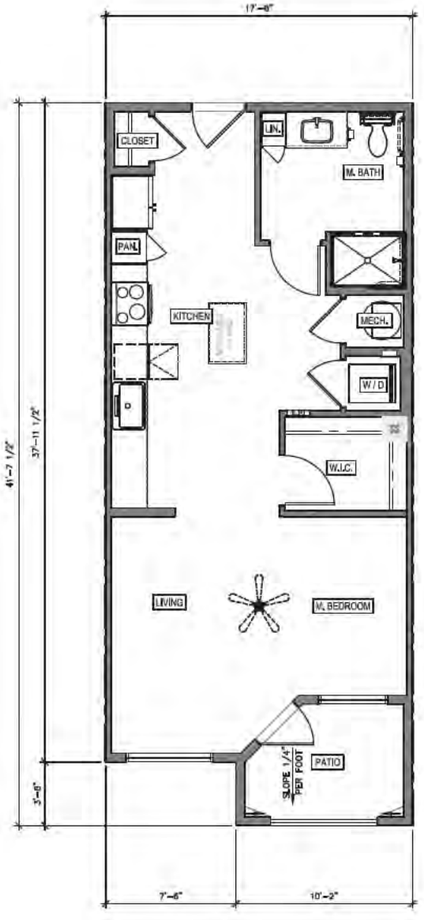
UNIT AS.3
1ST FLOOR - DOG YARD

GROSS LIVABLE AREA:	
LIVABLE:	650 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	64 S.F.
TOTAL	714 S.F.



UNIT AS.1 & AS.2
1ST FLOOR

GROSS LIVABLE AREA:	
LIVABLE:	650 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	128 S.F.
TOTAL	778 S.F.



UNIT AS
UPPER FLOORS

GROSS LIVABLE AREA:	
LIVABLE:	650 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	64 S.F.
TOTAL	714 S.F.

FLOOR PLAN
UNIT AS

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0093 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
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PLANNING
RESUBMITTAL
-

REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4" = 1'-0"
SHEET NO:	A2.4.0

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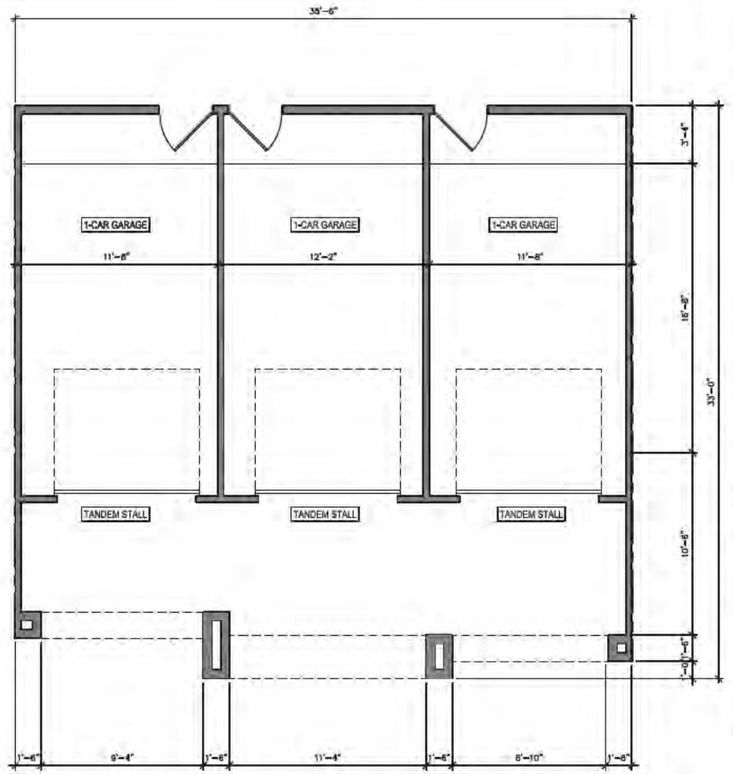

UNIT B1
UPPER FLOORS

GROSS LIVABLE AREA:	
LIVABLE:	1,068 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	72 S.F.
TOTAL	1,140 S.F.

UNIT B1 - GARAGE
TYPICAL

GROSS AREA:	
GARAGE:	713 S.F.
TANDEM PARKING:	427 S.F.
TOTAL	1,140 S.F.

FLOOR PLANS
UNIT B1 & B1 GARAGE

biltform architecture
biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0260 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

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RESUBMITTAL
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4" = 1'-0"
SHEET NO:	A2.5.0

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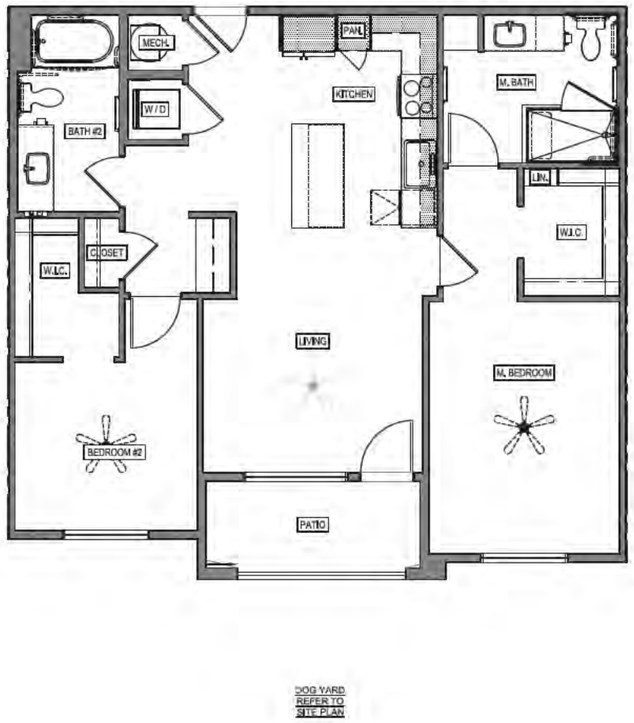
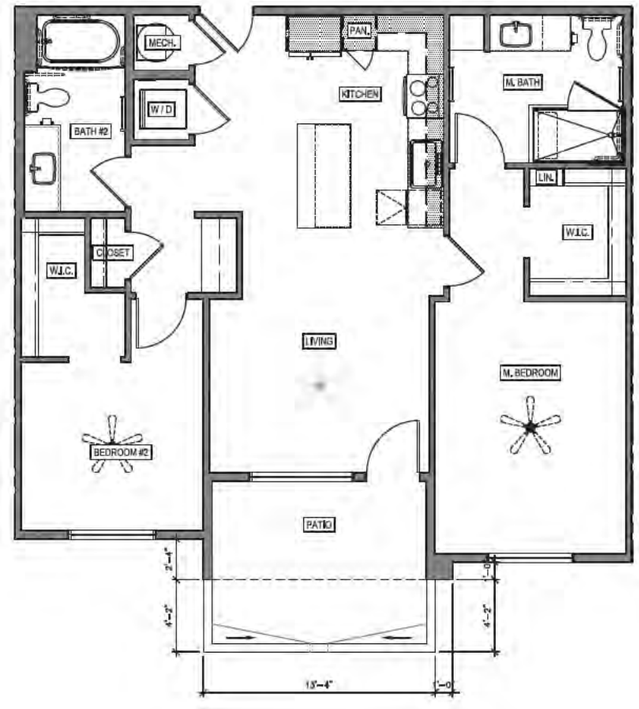


DOG YARD
REFER TO
SITE PLAN

UNIT B1.3
1ST FLOOR - DOG YARD

GROSS LIVABLE AREA:	
LIVABLE:	1,086 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	72 S.F.
TOTAL	1,140 S.F.



UNIT B1.1 & B1.2
1ST FLOOR

GROSS LIVABLE AREA:	
LIVABLE:	1,111 S.F.
STORAGE:	25 S.F.
PATIO:	155 S.F.
TOTAL	1,291 S.F.

FLOOR PLANS
UNIT B1

biltform architecture group, inc
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0260 Fax 602.285.0259

EXPIRES 9/30/25

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RESUBMITTAL
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4" = 1'-0"
SHEET NO:	A2.5.1

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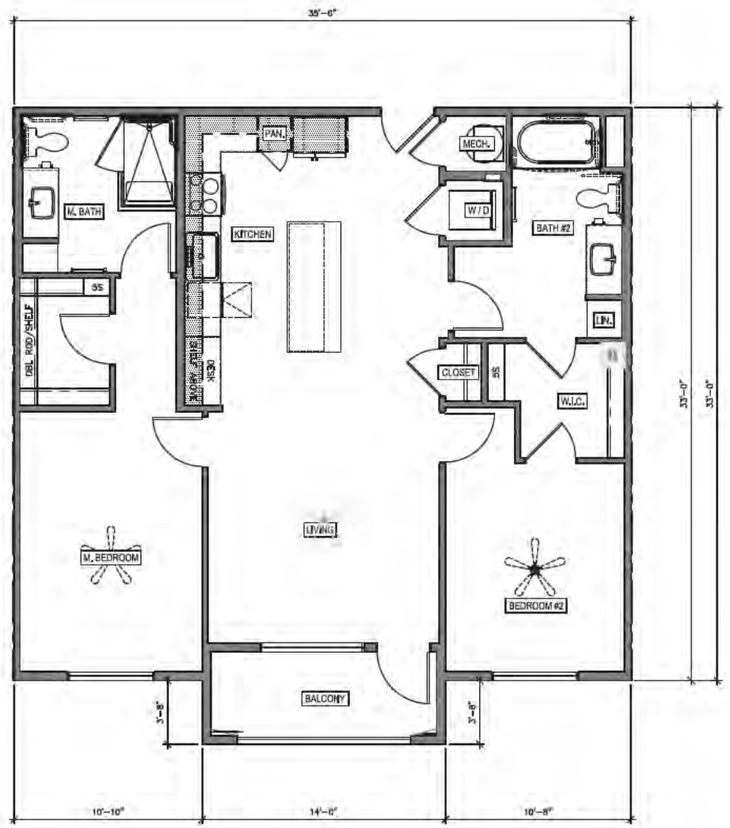
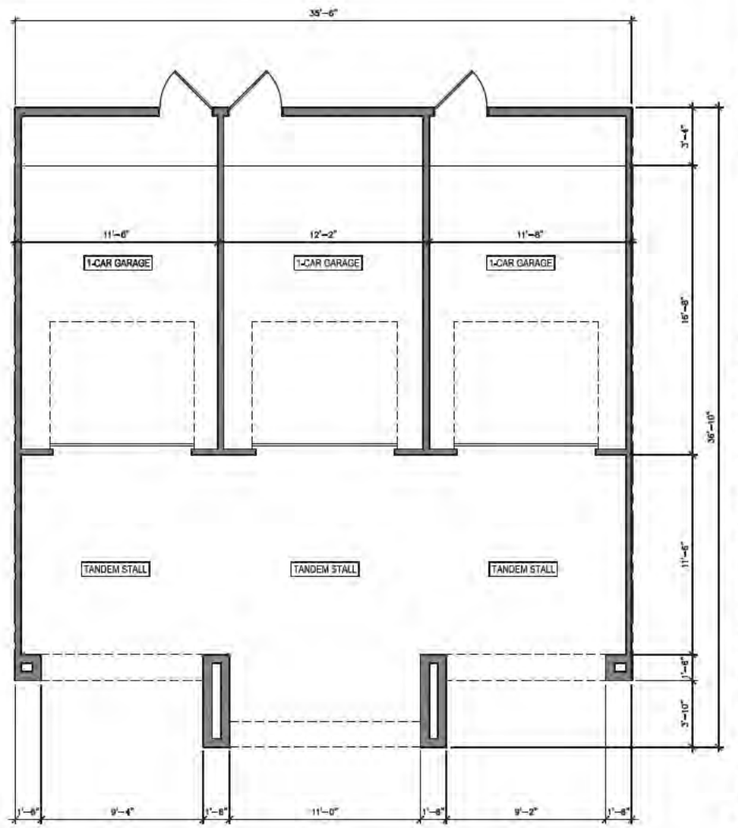


UNIT B2
UPPER FLOORS

GROSS LIVABLE AREA:	
LIVABLE:	1,153 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	73 S.F.
TOTAL	1,226 S.F.



UNIT B2 - GARAGE
TYPICAL

GROSS AREA:	
GARAGE:	711 S.F.
TANDEM PARKING:	515 S.F.
TOTAL	1,226 S.F.

FLOOR PLANS
UNIT B2 & B2 GARAGE

biltform architecture
biltform architecture group, inc
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0093 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING
RESUBMITTAL
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4" = 1'-0"
SHEET NO:	

A2.6.0

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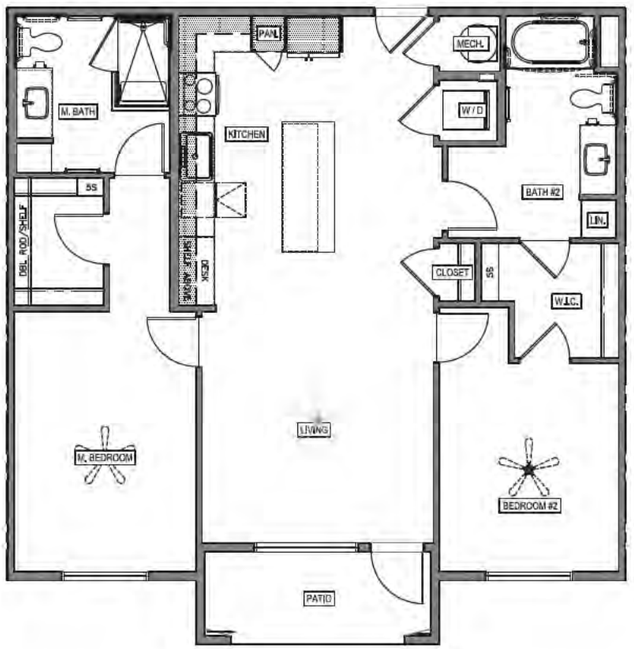
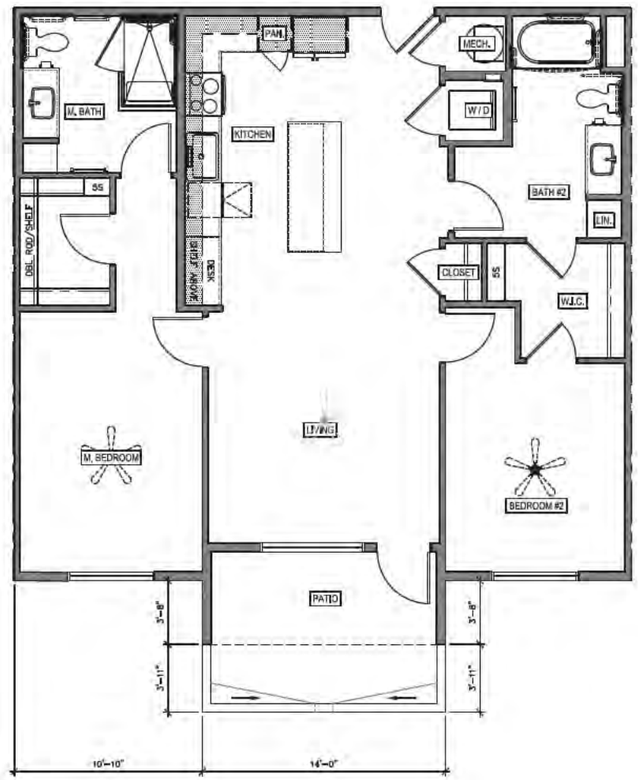


DOG YARD
REFER TO
SITE PLAN

UNIT B2.3
1ST FLOOR - DOG YARD

GROSS LIVABLE AREA:	
LIVABLE:	1,153 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	73 S.F.
TOTAL	1,226 S.F.



UNIT B2.1 & B2.2
1ST FLOOR

GROSS LIVABLE AREA:	
LIVABLE:	1,153 S.F.
STORAGE:	0 S.F.
PATIO/BALCONY:	128 S.F.
TOTAL	1,281 S.F.

FLOOR PLANS
UNIT B2

biltform architecture
biltform architecture group, inc
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0260 Fax 602.285.0229

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING
RESUBMITTAL
-

REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4"=1'-0"
SHEET NO:	A2.6.1

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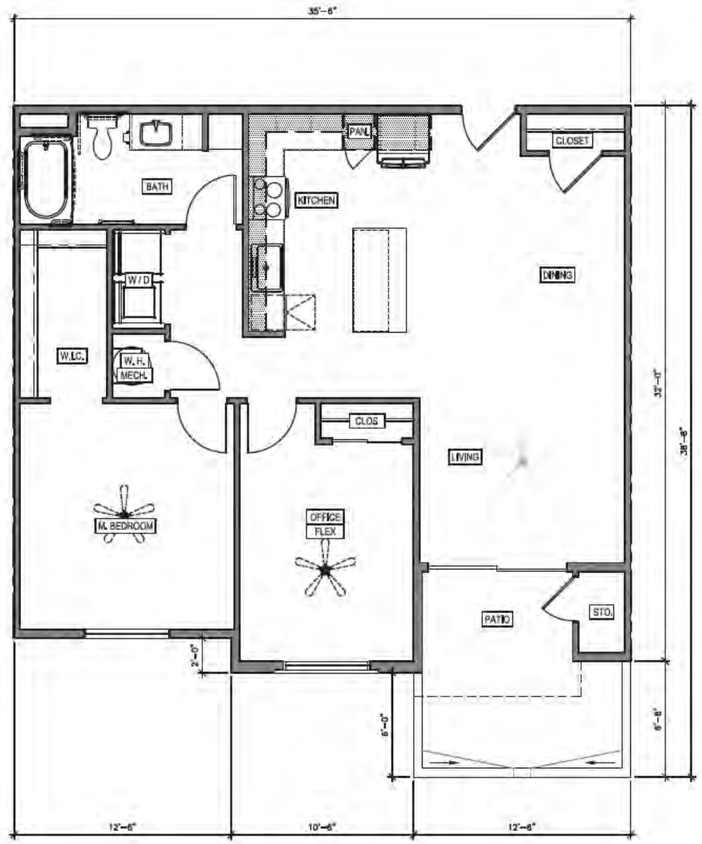
DOG YARD
REFER TO
SITE PLAN

UNIT B4.3

1ST FLOOR - DOG YARD

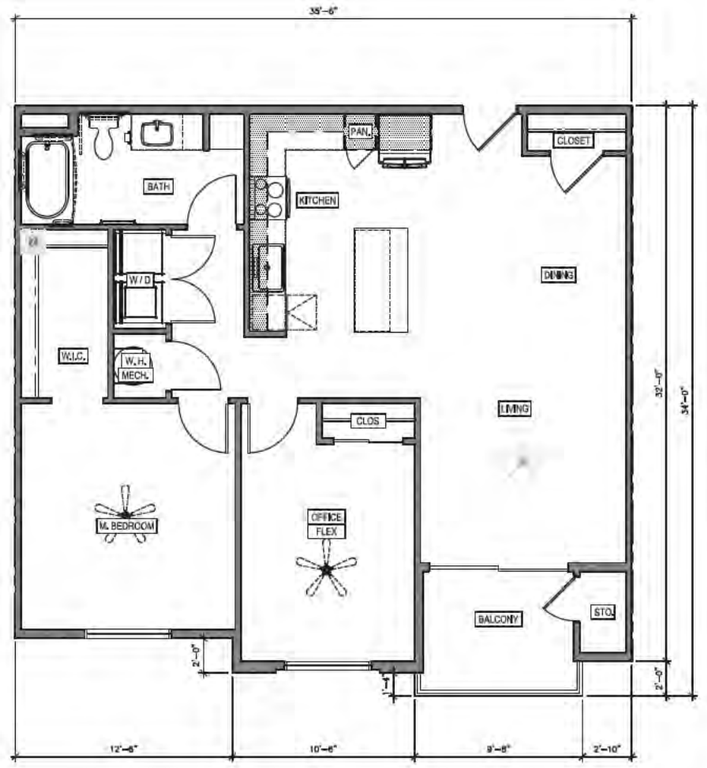
GROSS LIVABLE AREA:	
LIVABLE:	1,067 S.F.
STORAGE:	17 S.F.
PATIO/BALCONY:	64 S.F.
TOTAL	1,148 S.F.



UNIT B4.1 & B4.2

1ST FLOOR

GROSS LIVABLE AREA:	
LIVABLE:	1,067 S.F.
STORAGE:	17 S.F.
PATIO/BALCONY:	128 S.F.
TOTAL	1,212 S.F.



UNIT B4

UPPER FLOORS

GROSS LIVABLE AREA:	
LIVABLE:	1,067 S.F.
STORAGE:	17 S.F.
PATIO/BALCONY:	64 S.F.
TOTAL	1,148 S.F.

FLOOR PLANS
UNIT B4

biltform architecture
architecture
biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0260 Fax 602.285.0029

EXPIRES 9/30/25

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CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
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PLANNING
RESUBMITTAL
-

REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4" = 1'-0"

SHEET NO:

A2.7.0

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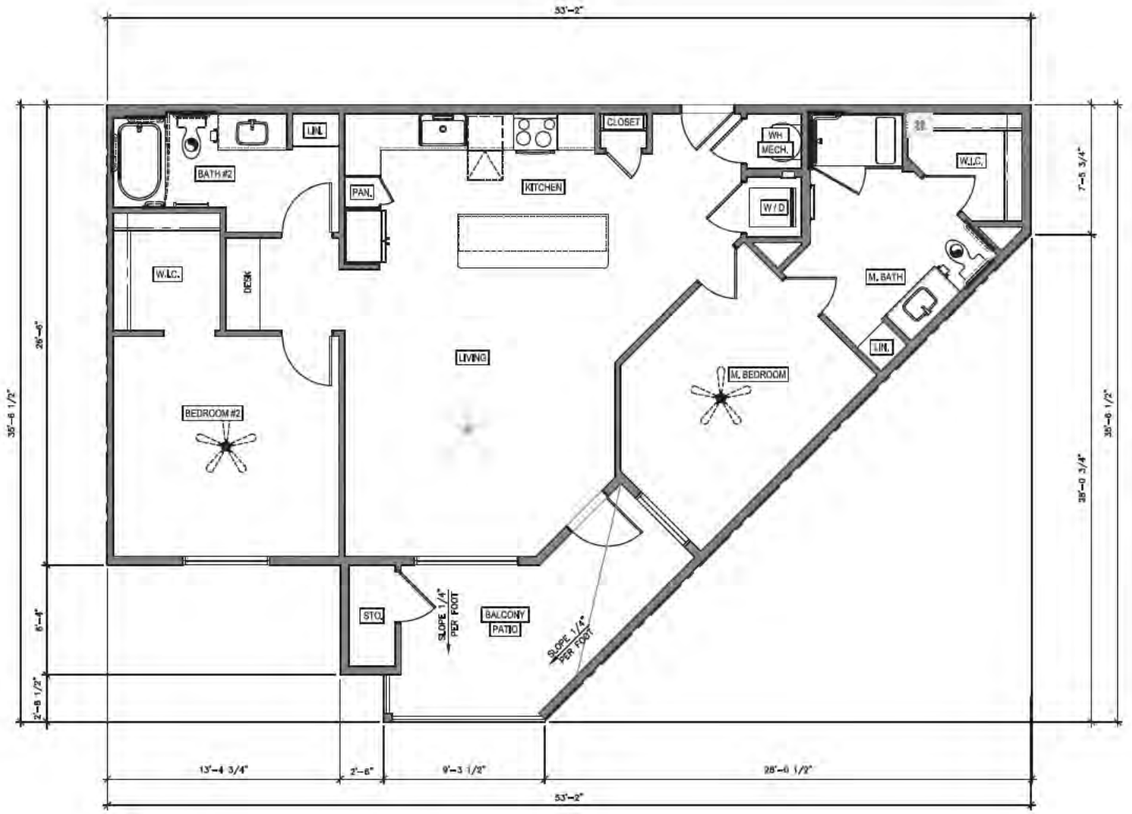

UNIT B5
ALL FLOORS

GROSS LIVABLE AREA:	
LIVABLE:	1208 S.F.
STORAGE:	22 S.F.
PATIO/BALCONY:	133 S.F.
TOTAL	1,363 S.F.

FLOOR PLAN
UNIT B5

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0093 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
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RESUBMITTAL
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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4"=1'-0"
SHEET NO:	

A2.8.0

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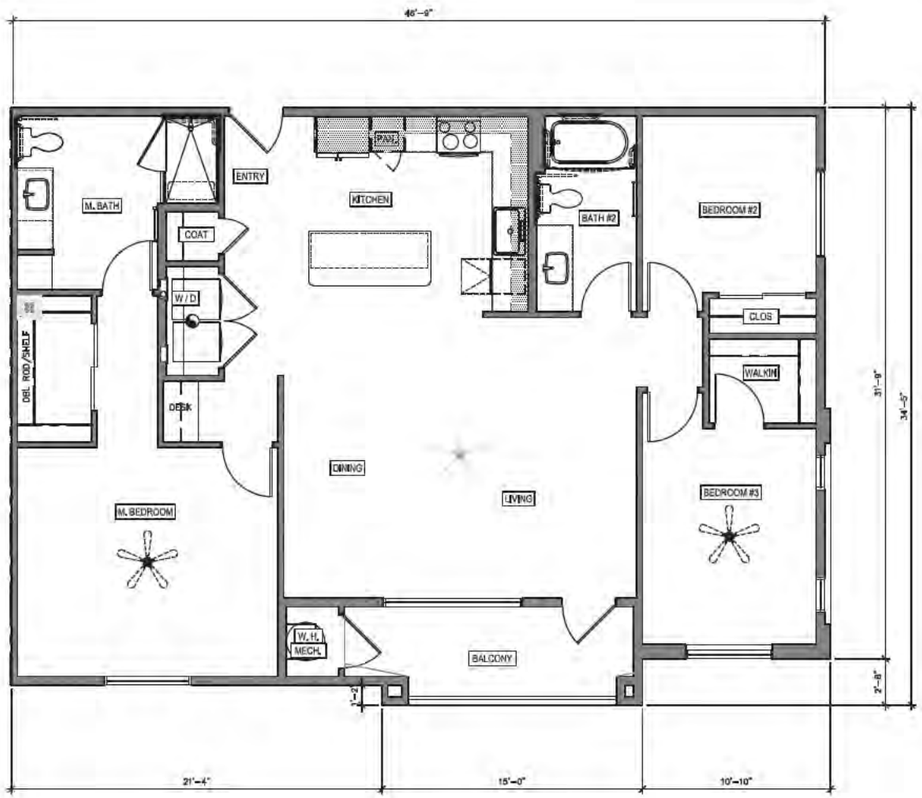
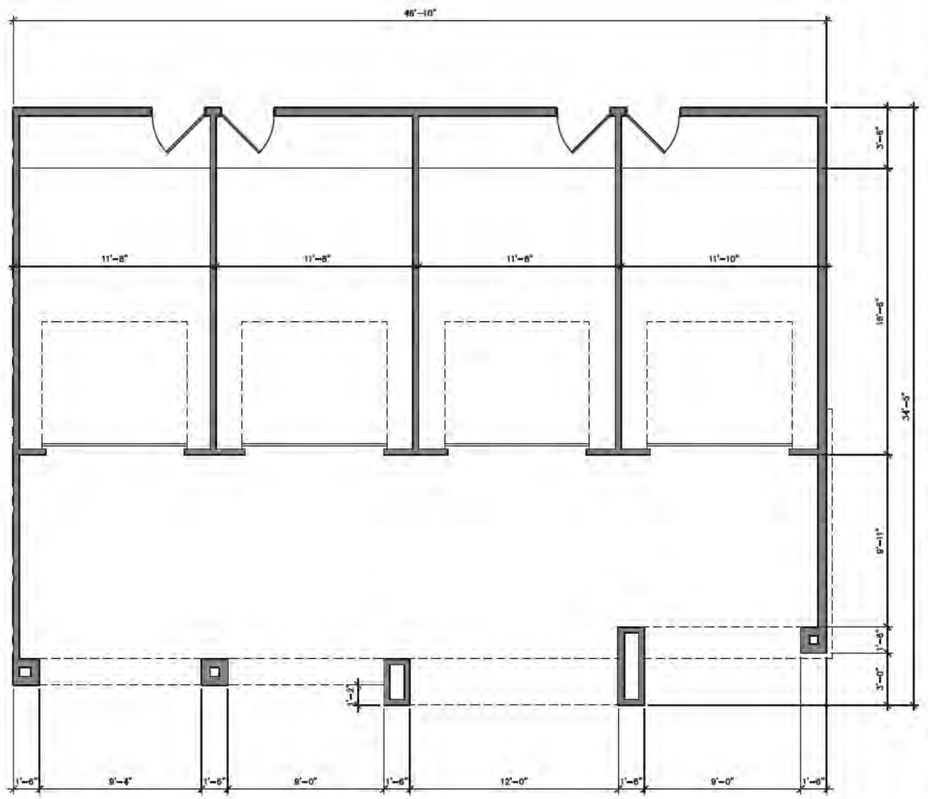


UNIT C1
UPPER FLOORS

GROSS LIVABLE AREA:	
LIVABLE:	1,450 S.F.
STORAGE:	15 S.F.
PATIO/BALCONY:	90 S.F.
TOTAL	1,555 S.F.



UNIT C1 - GARAGE
TYPICAL

GROSS AREA:	
GARAGE:	938 S.F.
TANDEM PARKING:	617 S.F.
TOTAL	1,555 S.F.

FLOOR PLANS
UNIT C1 & C1 GARAGE

biltform architecture
biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0260 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
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PLANNING
RESUBMITTAL
-

REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4"=1'-0"
SHEET NO:	

A2.9.0

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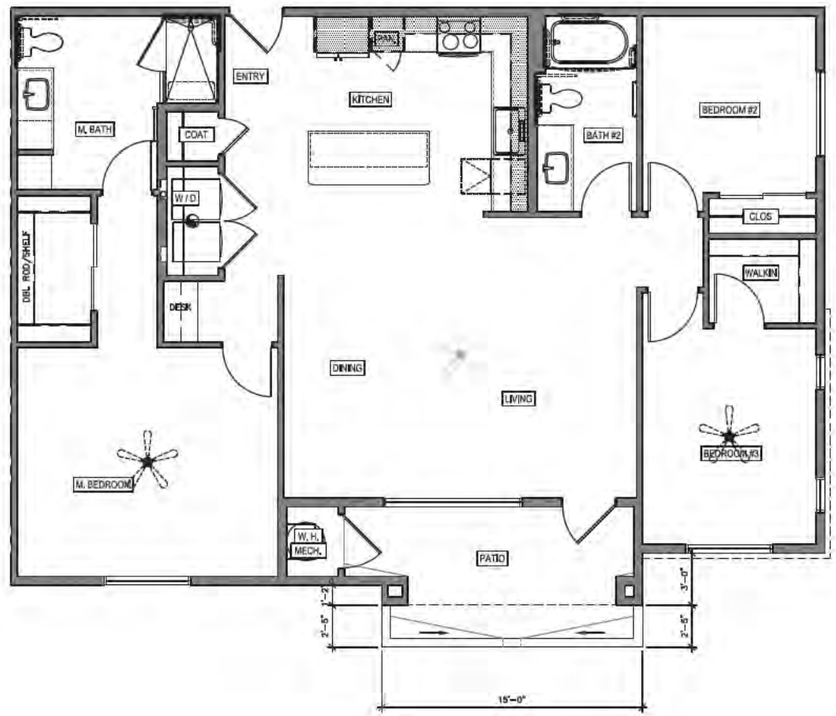

UNIT C1.1 & C1.2
1ST FLOOR

GROSS LIVABLE AREA:	
LIVABLE:	1,466 S.F.
STORAGE:	15 S.F.
PATIO/BALCONY:	129 S.F.
TOTAL	1,594 S.F.

FLOOR PLANS
UNIT C1

biltform architecture

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.0260 Fax 602.285.0259

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REVISIONS:	
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JOB NO:	23-031
SCALE:	1/4"=1'-0"
SHEET NO:	A2.9.1

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TAB F

Toll Brothers Uptown

23-031

Dunn Edwards DEW381 Droplets
Body Color 1

Dunn Edwards DE6376 Looking Glass
Body Color 2

Benjamin Moore AC-34
Cape Hatteras Sand
Body Color 3

Benjamin Moore 2139-10
River Rock
Body Color 4

Dunn Edwards DE6105
Weathered Leather
Body Color 5 & Lap Siding

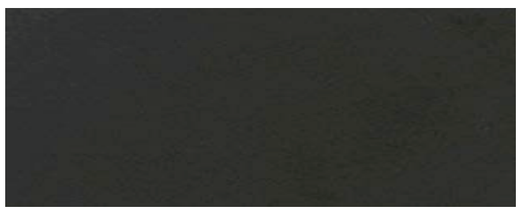
Aluminum Clear
Anodized Finish
Metal Screens



Trenwyth High
Polish 4107 8"x16"
Masonry Veneer



Railings, Doors &
Metal Canopies
Sherwin Williams
SW6258 Tricon
Black



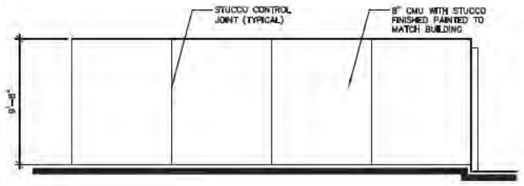
Dark Bronze
Window/
Storefront Frames

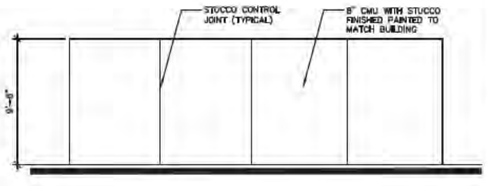
Benjamin Moore
2112-70 American White
Fiber Cement Panels

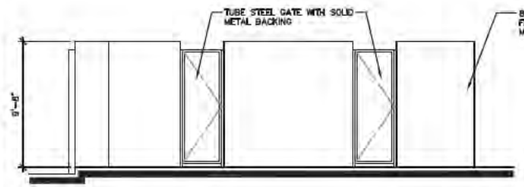
bilt form
architecture

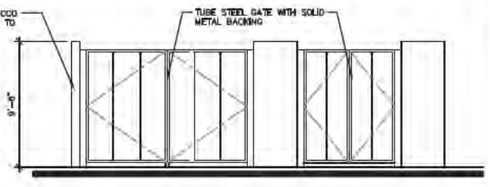
COLOR & MATERIALS EXHIBIT

TAB G

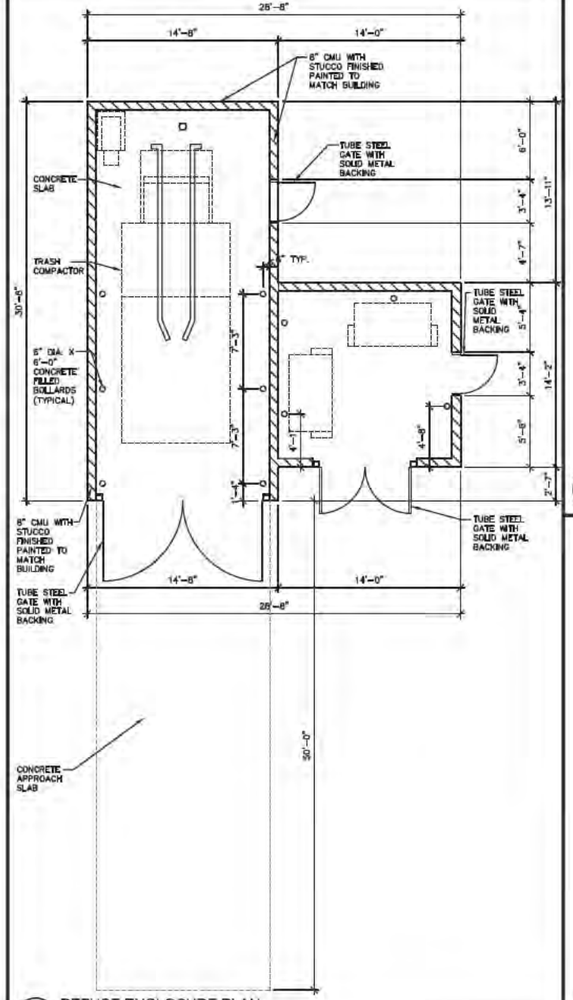




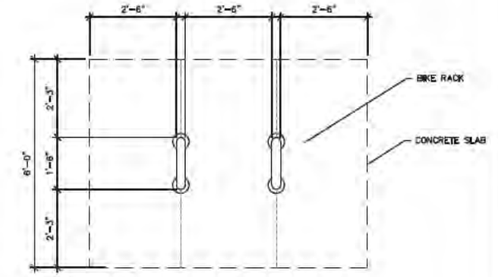




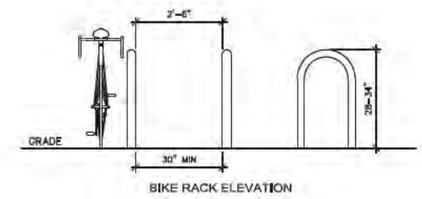
5 REFUSE ENCLOSURE ELEVATION
3/16" = 1'-0"



4 REFUSE ENCLOSURE PLAN
3/16" = 1'-0"

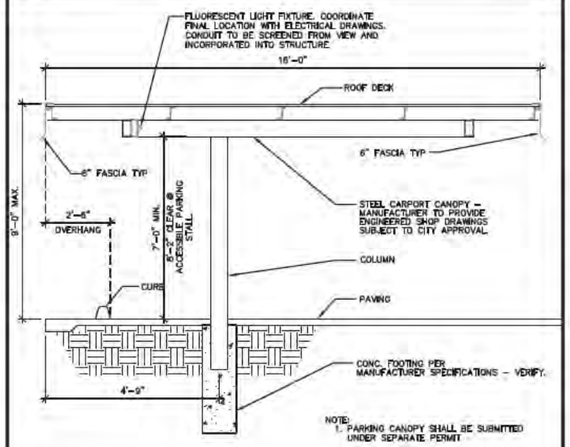


1 BIKE RACK - PLAN VIEW
1/2" = 1'-0"



BIKE RACK ELEVATION

2 BIKE RACK - ELEVATION
1/2" = 1'-0"



3 PARKING CANOPY
3/8" = 1'-0"

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Phone 602.285.0090 Fax 602.285.0029

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

PLANNING RESUBMITTAL
-

REVISIONS:
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JOB NO: 23-031
SCALE: 3/32" = 1'-0"
SHEET NO:

ASD1

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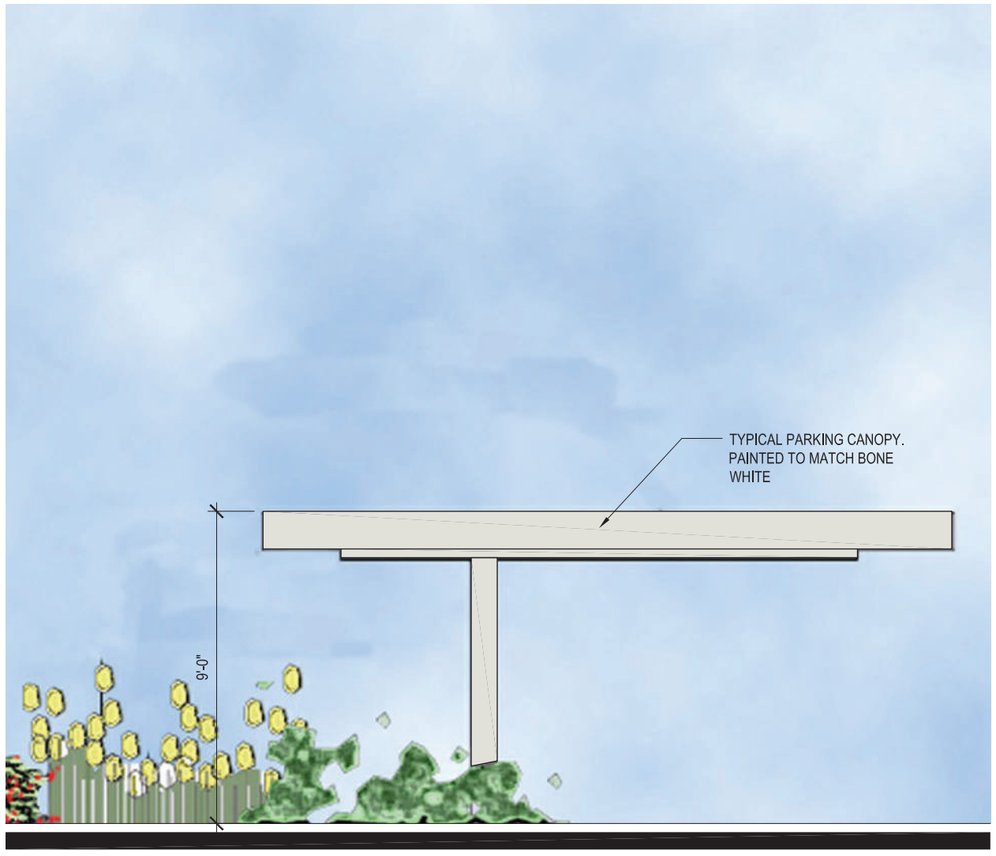

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TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

PARKING CANOPY EXHIBIT

COLOR

N.T.S

05/21/2024

EXA

preliminary not for construction

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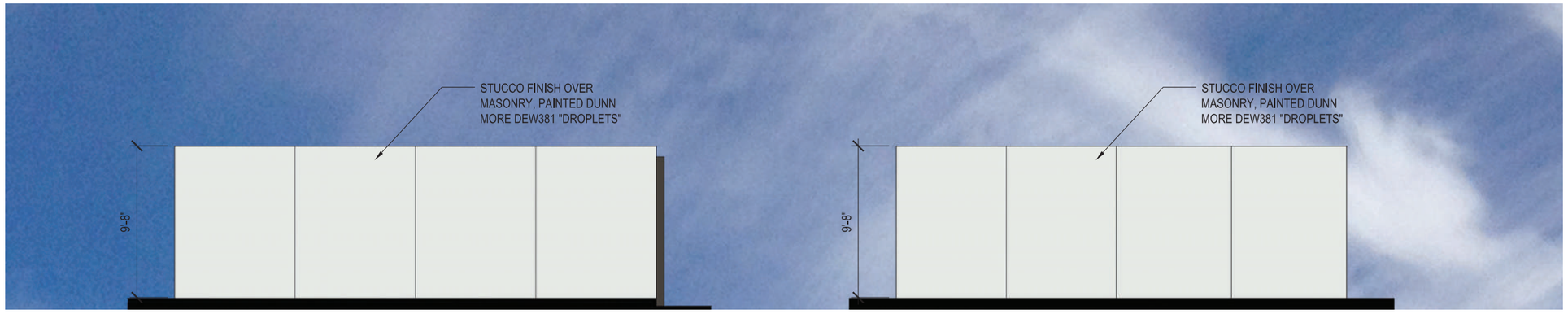

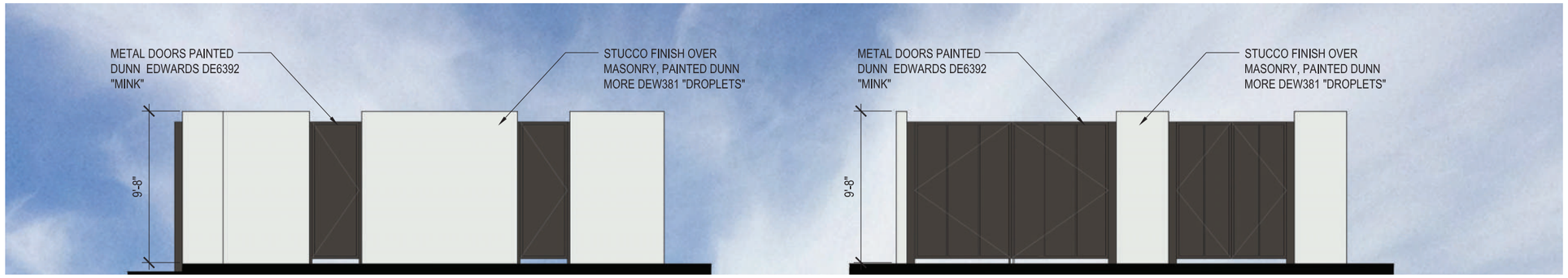

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TOLL BROTHERS UPTOWN

TOLL BROTHERS APARTMENT LIVING

COMPACTOR EXHIBIT
COLOR
N.T.S

05/21/2024
EXB
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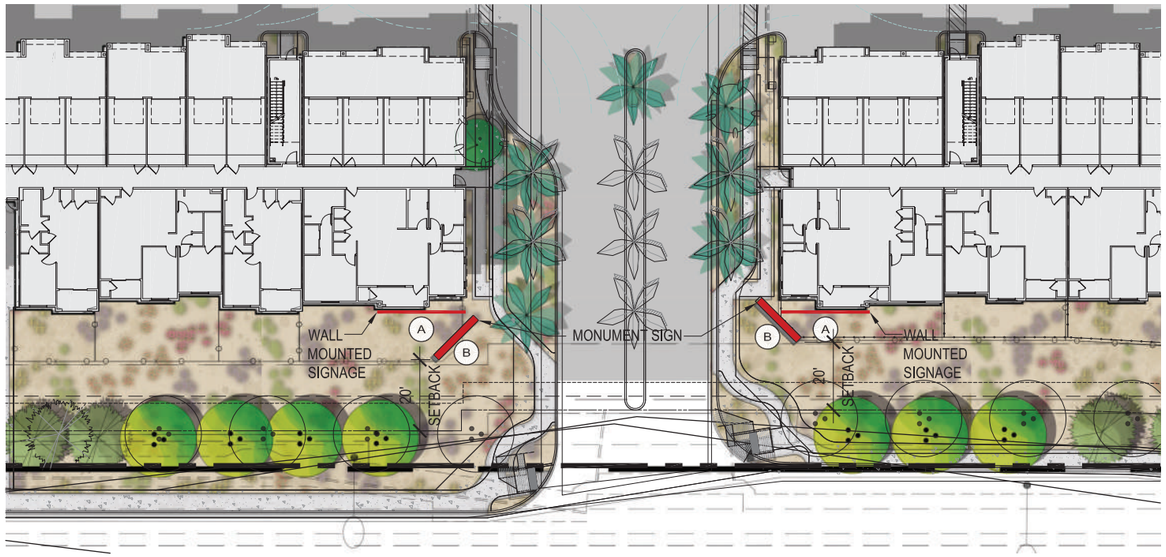

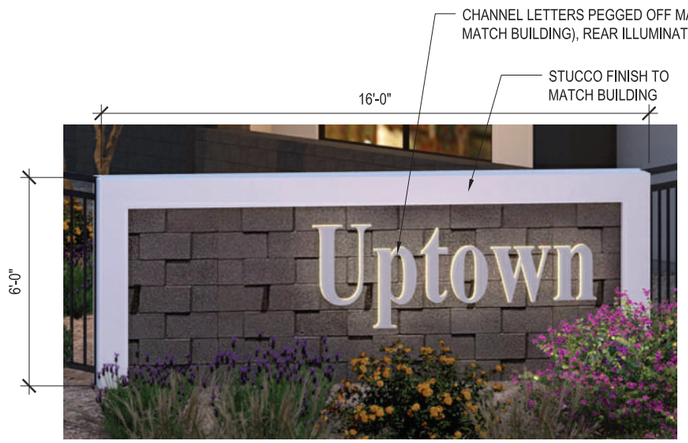

SIGNAGE TO BE ILLUMINATED AS ALLOWED
BY CITY OF CHANDLER SIGN CODE

B MONUMENT SIGNAGE
1/2" = 1'-0"



A BUILDING SIGNAGE
1/4" = 1'-0"

EXHIBITS ARE FOR CONCEPTUAL
PURPOSES ONLY, FINAL SIGNAGE
DESIGN AND LAYOUT BY OTHERS

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TOLL BROTHERS UPTOWN

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BUILDING AND MONUMENT
SIGN EXHIBIT
N.T.S

07/29/2024
EXC
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NORTH

0 15' 30' 60'

SITE LIGHTING ELECTRICAL PLAN

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phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

rtm engineering consultants
74770 Highway 111, Suite 203
Indian Wells, CA 92210
rtmec.com | 760.340.9005

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

100% SCHEMATIC DESIGN
02/16/2024

REVISIONS:	
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JOB NO:	23-031
SCALE:	1" = 30'-0"
SHEET NO:	E1.1

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Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
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100% SCHEMATIC DESIGN
02/16/2024

REVISIONS:
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NORTH

0 15' 30' 60'

JOB NO: 23-031
SCALE: 1" = 30'-0"
SHEET NO:

E1.2

SITE LIGHTING ELECTRICAL PLAN

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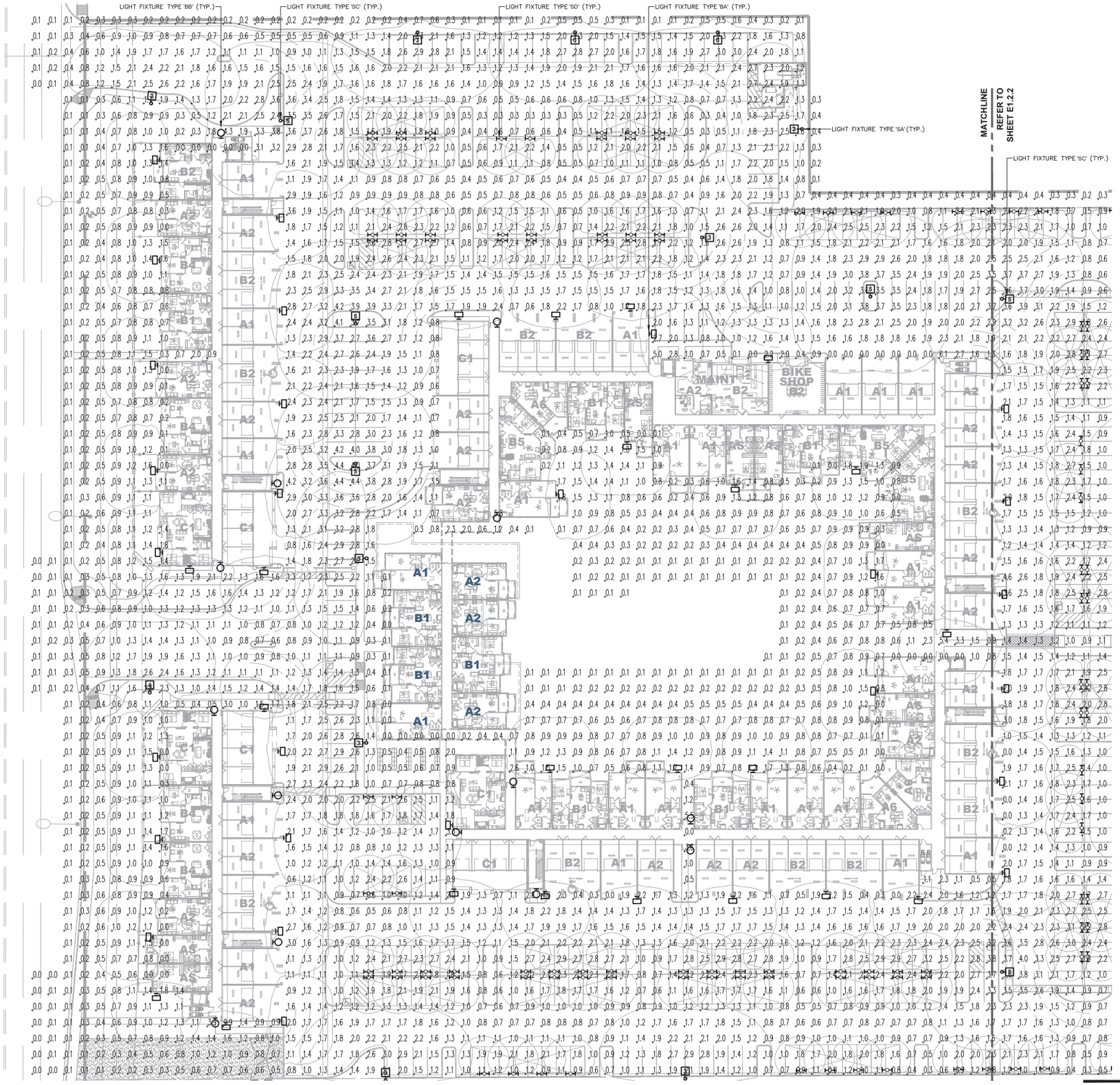

SITE PHOTOMETRIC PLAN

NORTH

0 15' 30' 60'

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architecture

biltform architecture group, LLC.

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phoenix arizona 85020
Phone 602.285.9200 Fax 602.285.9229

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TOLL BROTHERS UPTOWN

Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING

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100% SCHEMATIC DESIGN
02/16/2024

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JOB NO: 23-031
SCALE: 1" = 30'-0"
SHEET NO:

E1.3

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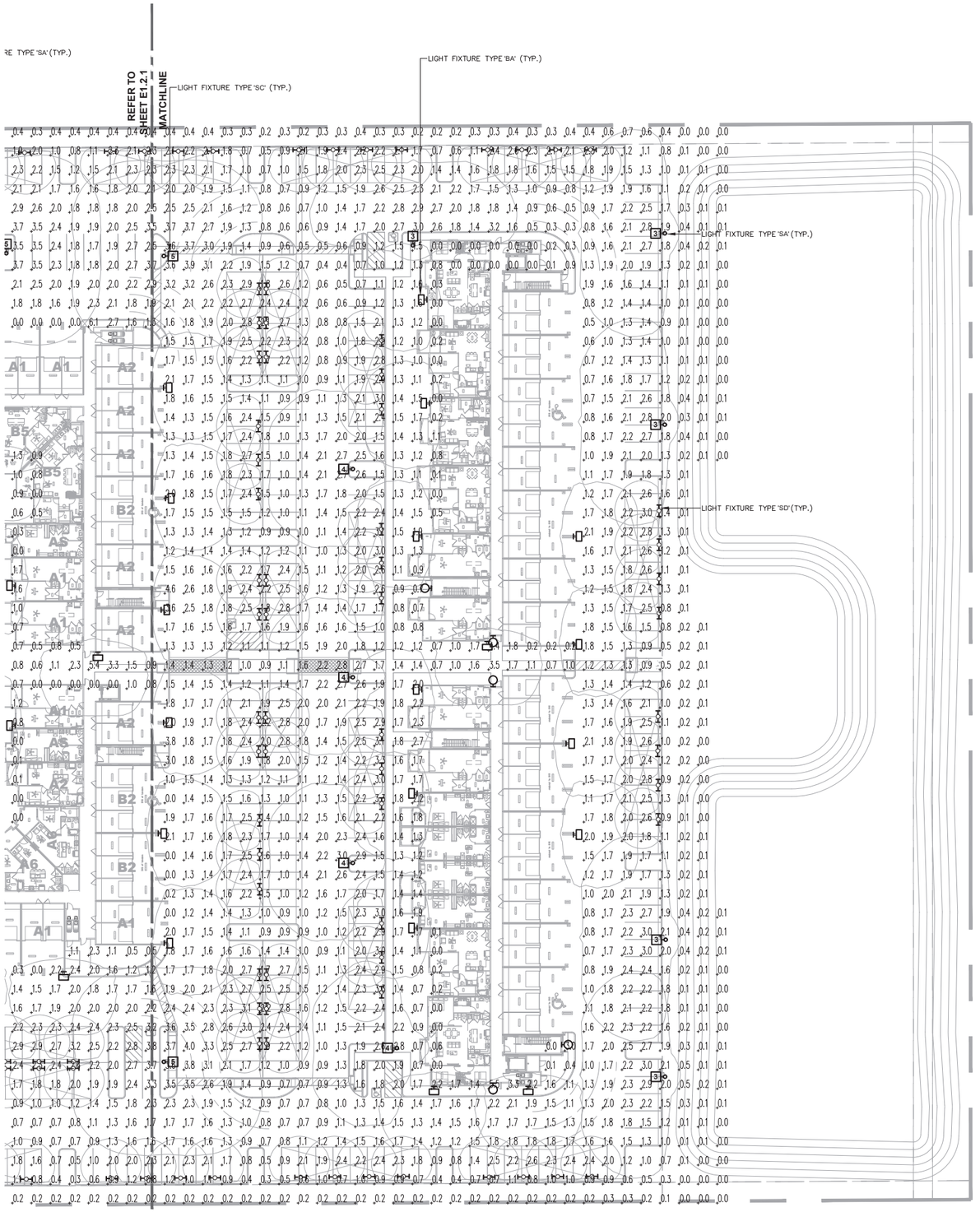

SITE PHOTOMETRIC PLAN

NORTH

0 15' 30' 60'

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TOLL BROTHERS UPTOWN

Apartment Homes
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100% SCHEMATIC DESIGN
02/16/2024

REVISIONS:
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JOB NO: 23-031
SCALE: 1" = 30'-0"
SHEET NO: E1.4

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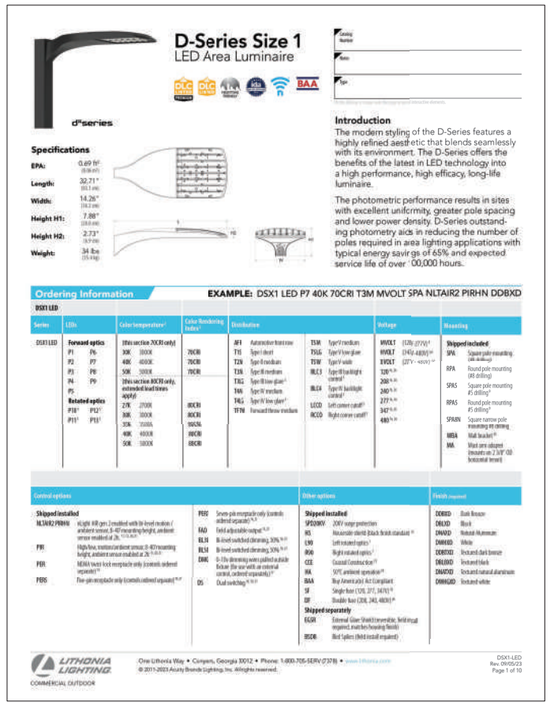

D-Series Size 1
LED Area Luminaire

d*series

Specifications
EPA: 0.69 ft² (0.06 m²)
Length: 32.71" (83.1 cm)
Width: 14.26" (36.2 cm)
Height H1: 7.88" (20.0 cm)
Height H2: 2.73" (6.9 cm)
Weight: 34 lbs (15.4 kg)

Introduction
The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information
EXAMPLE: DSX1 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED

Series	LEDs	Color temperature	Color Rendering Index	Distribution	Voltage	Mounting
DSX1 LED	Forward optics: P1 P5 P2 P6 P3 P8 P4 P9 P5 — Rotated optics: P10 P12 P11 P13	30ksi auction 70CRI only: 30K 3000K, 40K 4000K, 50K 5000K — 30ksi auction 80CRI only, extended lead times apply: 27K 2700K, 30K 3000K, 35K 3500K, 40K 4000K, 50K 5000K	70CRI, 70CRI, 70CRI, 80CRI, 80CRI, 90CRA, 80CRI, 80CRI	AFR Automotive Front-row; T1S Type I short; T2S Type II short; T2M Type II medium; T3S Type III short; T3M Type III medium; T4M Type IV medium; T4FT Forward throw medium; T5W Type V wide; T5VW Type V very wide; BLC3 Type III backlight control; BLC4 Type IV backlight control; LCCO Left corner cutoff; RCCO Right corner cutoff	MVOLT (120-277V); HVOLT (347-480V); XVOLT (277V - 480V); 120; 208; 240; 277; 347; 480	Shipped included: SPA Square pole mounting (universal); RPA Round pole mounting (#5 drilling); SPA5 Square pole mounting (#5 drilling); RPA5 Round pole mounting (#5 drilling); SPA3IN Square narrow pole mounting (#3 drilling); WBA Wall bracket; MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options	Other options	Finish (required)
Shipped installed: NLTAIR2 PIRHN (nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8–40' mounting height, ambient sensor enabled at 2); PIR (High/low, motion/ambient sensor, 8–40' mounting height, ambient sensor enabled at 2); PER (NEMA twist-lock receptacle only (controls ordered separately)); PIR5 (Five-pin receptacle only (controls ordered separately)) — PER5 (Seven-pin receptacle only (controls ordered separately)); FAO (Field adjustable output); BL30 (Bi-level switched dimming, 30%); BL50 (Bi-level switched dimming, 50%); DMG (0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)); DS (Dual switching)	Shipped installed: SPD20KV (20kV surge protection); HS (Houseside shield (black finish standard)); L90 (Left rotated optics); R90 (Right rotated optics); CCE (Coastal Construction); WA (120° ambient operation); BAA (Buy American Act Compliant); SF (Single fuse (120, 277, 347V)); DF (Double fuse (208, 240, 480V)). Shipped separately: BSCB (Bird Spikes (field install required)); EGSR (External Glare Shield Kit (reversible, field install required, must be ordered with housing finish))	DDBXD (Dark Bronze); DBLXD (Black); DNAXD (Natural Aluminum); DWHXD (White); DDBTXD (Textured dark bronze); DBLBXD (Textured black); DNATXD (Textured natural aluminum); DWHGXD (Textured white)

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COMMERCIAL OUTDOOR
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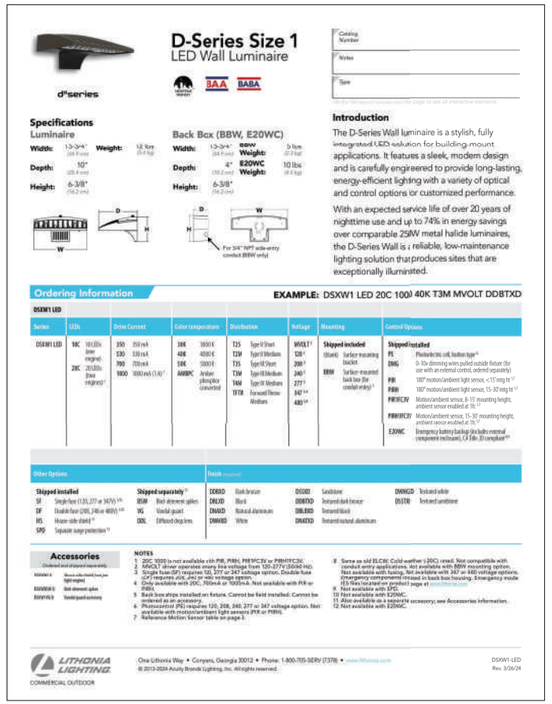
DSX1-LED Rev. 09/05/23 Page 1 of 10

FIXTURE TYPE 'SA', 'SB' AND 'SC'

MOUNT @ '18-0" A.F.F.



D-Series Size 1
LED Wall Luminaire

d*series

Specifications
Luminaire
Width: 13-3/4" (34.9 cm) Weight: 12 lbs (5.4 kg)
Depth: 10" (25.4 cm)
Height: 6-3/8" (16.2 cm)

Back Box (BBW, E20WC)
Width: 13-3/4" (34.9 cm) Weight: 5 lbs (2.3 kg)
Depth: 4" (10.2 cm) Weight: 10 lbs (4.5 kg)
Height: 6-3/8" (16.2 cm)

For 3/4" NPT side-entry conduit (BBW only)

Introduction
The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options or customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 25W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information
EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

DSXW1 LED

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10C 10 LEDs (one engine); 20C 20 LEDs (two engines)	350 350 mA; 530 530 mA; 700 700 mA; 1000 1000 mA (1.0A)	30K 3000 K; 40K 4000 K; 50K 5000 K; AMBPC Amber phosphor converted	T2S Type II Short; T2M Type II Medium; T3S Type III Short; T3M Type III Medium; T4M Type IV Medium; T4FT Forward Throw Medium	MVOLT 120-277; 120 120; 208 208; 240 240; 277 277; 347 347; 480 480	Shipped included: SRM Surface-mounting bracket; BBW Surface-mounted back box (for conduit entry)	Shipped included: PE Photoelectric cell, button type; DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately); PIR 180° motion/ambient light sensor, <15' mtg ht; PIRH 180° motion/ambient light sensor, 15-30' mtg ht; PIR1FC3V Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 3fc; PIRHFC3V Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 3fc; E20WC Emergency battery backup (includes external component enclosure), CA Title 20 compliant

Other Options	Finish (required)
Shipped installed: SF Single fuse (120, 277 or 347V); DF Double fuse (208, 240 or 480V); HS House-side shield; SPD Separate surge protection. Shipped separately: BSW Bird deterrent spikes; WG Wood guard; DBL Diffused drop lens	DDBXD Dark bronze; DBLXD Black; DNAXD Natural aluminum; DWHXD White; DSSND Sandstone; DDBTXD Textured dark bronze; DBLBXD Textured black; DNATXD Textured natural aluminum; DWHGXD Textured white; DSTBT Textured sandstone

Accessories
Ordered and shipped separately.
DSXW1 U Mount kit (for use with 10 and 20 light engines)
DSXW1 B Bird deterrent spikes
DSXW1 WG Wood guard accessory

NOTES
1 20C 1000 is not available with PIR, PIRH, PIR1FC3V or PIRHFC3V.
2 HVOLT driver operates anywhere in the voltage range from 120-277V (50/60 Hz).
3 Single fuse (SF) requires 120, 277, or 347V voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
4 Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
5 Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
6 Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PER or PIRH).
7 Reference Motion Sensor table on page 3.
8 Same as old ELCW. Cold weather (-20C) rated. Not compatible with conduit entry applications, see photocell in DSXW1 mounting option.
9 Not available with button type photocell. Not available with 347 or 480 voltage options. Emergency component mislead in back box housing. Emergency mode (ES files located on product page at www.lithonia.com).
10 Not available with DTD.
11 Also available as a separate accessory; see Accessories information.
12 Not available with E20WC.

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DSXW1-LED Rev. 3/26/24

FIXTURE TYPE 'BA'

MOUNT @ '18-0" A.F.F.



Columbia LIGHTING
LXEN
NARROW ENCLOSED AND GASKETED LINEAR

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

FEATURES
- 4' fiberglass housing with Pl weatherability rating, standard
- Narrow housing design for applications with limited space
- IP65 and IP67 all models; IP66 all models with standard polyacetal (POM) latches
- UL Sanitation certified to NSF standards
- Lens firmly secured with captive tamper resistance ready polyacetal latches
- Removable gear tray electrical access
- Includes surface-mounting brackets
- NEMA 4X housing
- Operates from -20°C to +50°C as standard

SERVICE PROGRAMS
STOCK

Typical Dimensions and Weights

SPECIFICATIONS

CONSTRUCTION
- Housing is formed from UL 94A fiberglass
- Pl weatherability rating, suitable for indoor or outdoor use with respect to exposure to UV light
- Pour-in-place non-porous gasketing assures seal
- LED affixed to removable gear tray
- 8 latches per 4' length
- Latches are provided tamper resistance ready, tamper resistant screws by others
- Latches are standard polyacetal (POM), optional in stainless steel
- Access openings are provided for electrical connection
- White painted parts are treated with a five-stage phosphate bonding process and finished with high reflectance baked enamel

OPTICS
- Lineal ribbed frosted acrylic lens impact modified equivalent to 100% DR; modification adds flexibility to reduce impact breakage compared to standard acrylic formulations

INSTALLATION
- Use flexible conduit only

ELECTRICAL
- Long life 60,000 hour LEDs at L80 for reduced maintenance
- Driver options include fixed output for on/off function or continuous 0–10V dimming
- QR code label affixed to housing for easy traceability

CERTIFICATIONS
- All luminaires are built to UL 1598 standards, and bear appropriate cCSAus labels
- CSA certified to UL 924 standards with battery pack or DTS (Dimming Bypass Module) options
- Wet Location label standard
- UL Sanitation certified to NSF 2 Food Equipment standard for non- food zones
- Ingress protection IP65 and IP67 standard; IP66 on certain models

CERTIFICATIONS (CONTINUED)
- DLC7 (DesignLights Consortium) Qualified. Please refer to the DLC website for specific product qualifications at www.designlights.org
- The DTS, Dimming Bypass Module, is for emergency circuit control loads including sensors and wireless systems CSA certified to UL 924. See page 3 for wiring diagram.
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-5) and Trade Agreements Act (FAR 52.225-5) See Buy American Solutions

WARRANTY
- 5 year warranty

STOCK GUIDE
STOCK

Catalog No.	UPC	Description	Weight (lbs)	Pallet Qty	DLC QPL
LXEN-4ft-LW-IP65-835U	078921950833	4' 4K CRI, 4000K, 4250 Lumens, Surface Mount, Ribbed Frosted Acrylic Lens, 0-10V Dimming (Down, 120, 277V, 1000, 120, 1/Pk) 10 lbs	10	64	PRO3BK1844

Current
currentlighting.com/columbialighting
Page 1 of 3
Rev. 9/25/23
CDN_LXEN_spec_AK3

FIXTURE TYPE 'SD'

MOUNT AT CARPORT



S9370 Series

DIMENSIONS
W H D MC BASE MODEL NO.
4 1/2" 9" 4" 4 3/4" S9370-L12

ORDER AS A COMPLETE UNIT:
Model No. + Lamp Code + CCT + Finish + Option Code
S9370-L12 + 27K 30K 35K 40K + PT + Option

FINISHES
PT Powder Coated Finishes*
**
*(Specify Color Code from the list of Powder Coating Finishes (except interior only metallics))

OPTIONS
EML Remote 10W Emergency LED Battery Backup (Requires Additional Power Cable)

LIGHT OUTPUT
L12 = ~ 23.6 LPW Delivered Lumens (Example: L12= 12W x 23.6LPW = 283.2 Lumens)

** Try our new Shimmer Metallic Paints, Formulated for Exterior Conditions

FEATURES
- Solid Aluminum Material
- Solid Top
- Clear, Linear Opened Glass Lens
- UL Listed for Wet Location
- LED 0-10V Dimming Driver

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FIXTURE TYPE 'BB'

MOUNT @ 7'-6" A.F.F.

EXTERIOR LIGHTING
FIXTURE CUTSHEETS

biltform architecture group, LLC.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

rtm engineering consultants
74770 Highway 111, Suite 203
Indian Wells, CA 92210
rtmec.com | 760.340.9005

EXPIRES 9/30/25

TOLL BROTHERS UPTOWN
Apartment Homes
CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING
8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

100% SCHEMATIC DESIGN
02/16/2024

REVISIONS:
1 –
2
3
4
5
6

JOB NO: 23-031
SCALE: N/A
SHEET NO: E1.5

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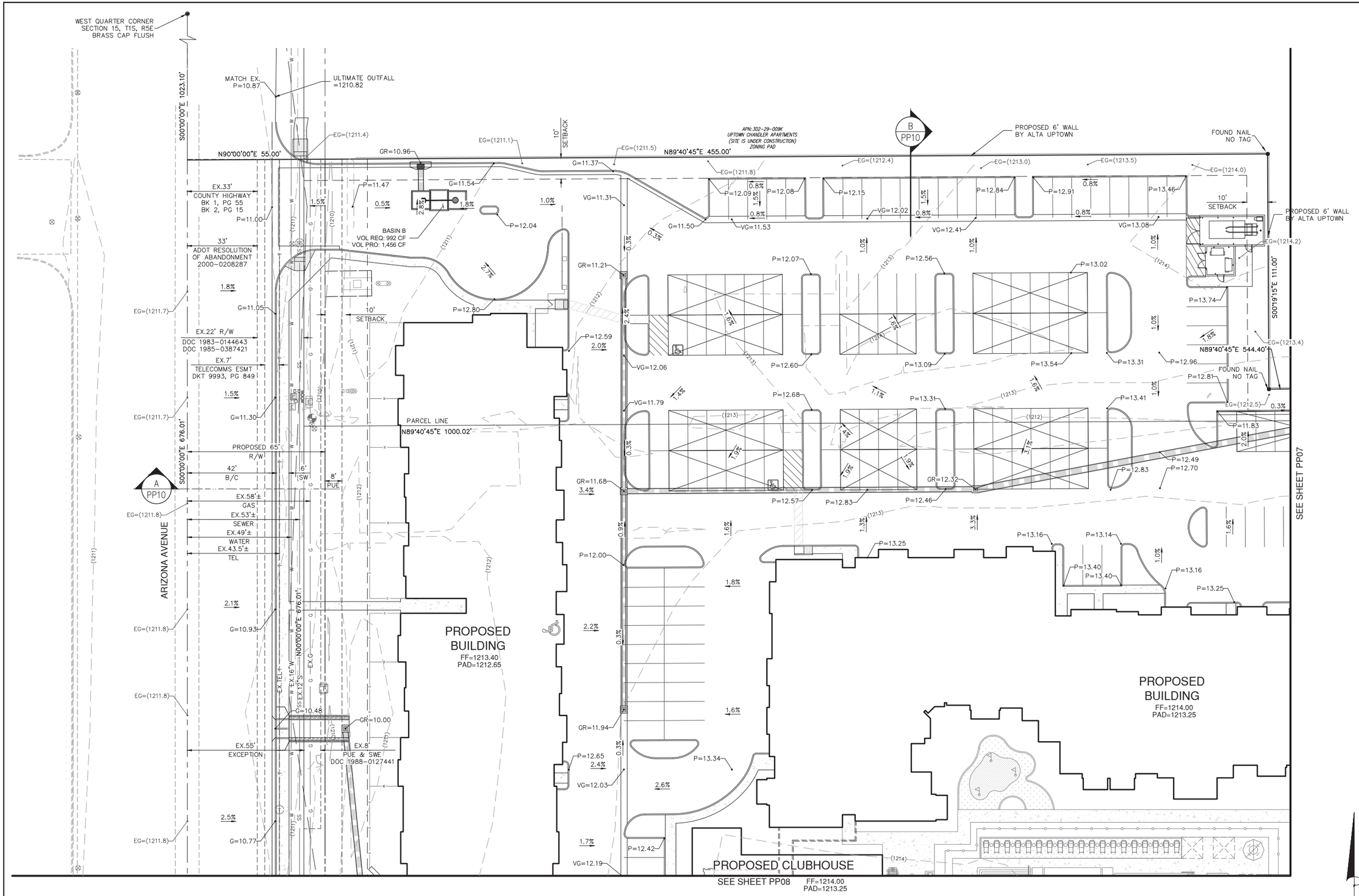
TAB H



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N

20 10 0 20 40

GRAPHIC SCALE
1" = 20'

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PRELIMINARY GRADING & DRAINAGE PLAN

TOLL BROTHERS UPTOWN

CHANDLER, ARIZONA

MARICOPA COUNTY

051622
PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
68461
NATHAN
LARSON
DATE SIGNED 08/01/24
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION

JDG	AAG	NTL
DESIGN	DRAWN	CHKD

SCALE H: 1"=20'
V: NONE

JOB No. 051622

DATE : 08/01/2024

PP06

SHEET 06 OF 14

C.O.C. LOG No. PLT24-0001

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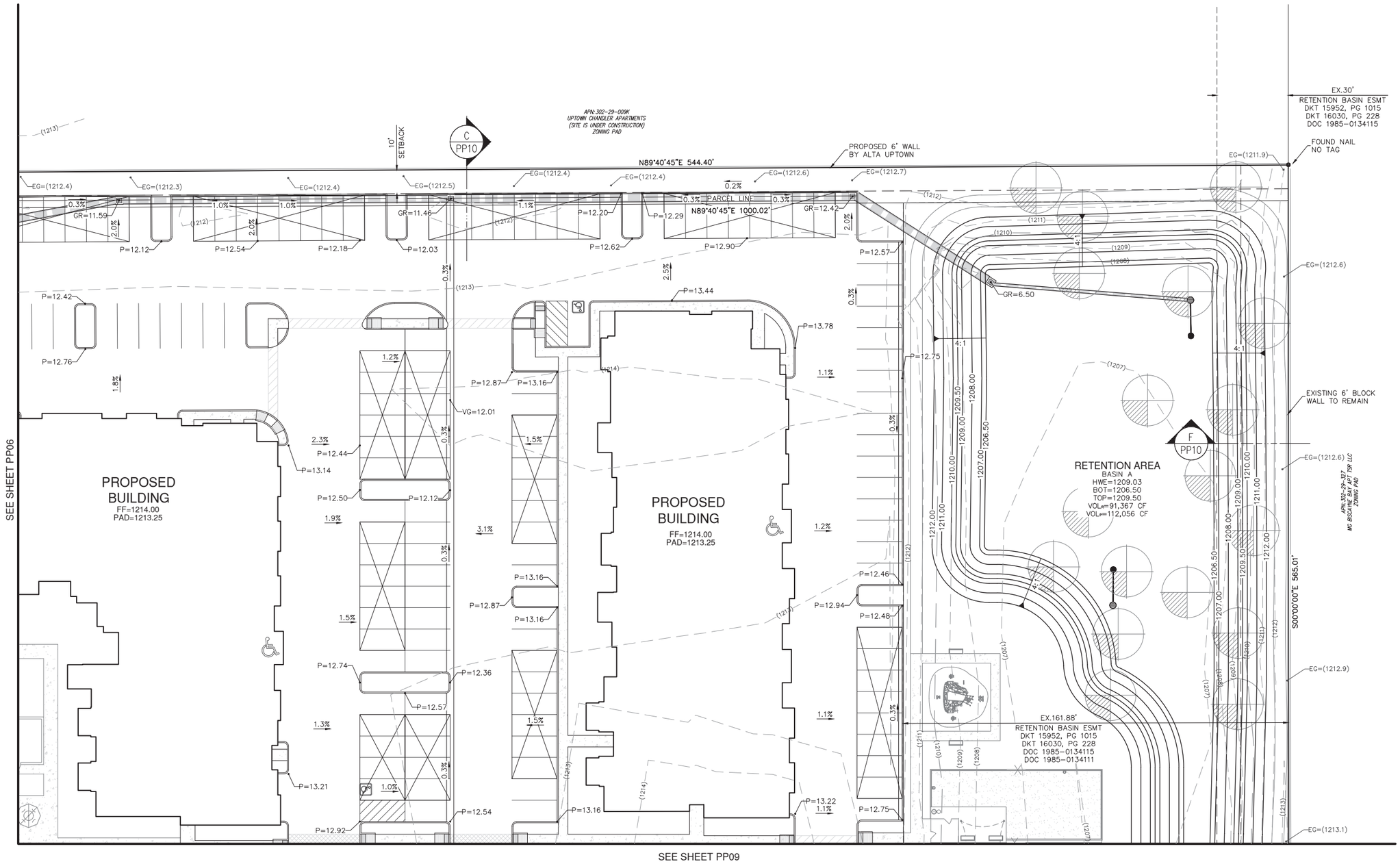

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GRAPHIC SCALE
20 10 0 20 40
1" = 20'

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PRELIMINARY GRADING & DRAINAGE PLAN

TOLL BROTHERS UPTOWN

CHANDLER, ARIZONA

MARICOPA COUNTY

051622
PROJECT NUMBER

68461
NATHAN
LARSON
Date Signed: 08/01/2024
ARIZONA

PLAN STATUS

DATE	DESCRIPTION

JDG	AAG	NTL
DESIGN	DRAWN	CHKD

SCALE	H: 1"=20' V: NONE
JOB No.	051622
DATE :	08/01/2024

PP07

SHEET 07 OF 14

C.O.C. LOG No. PLT24-0001

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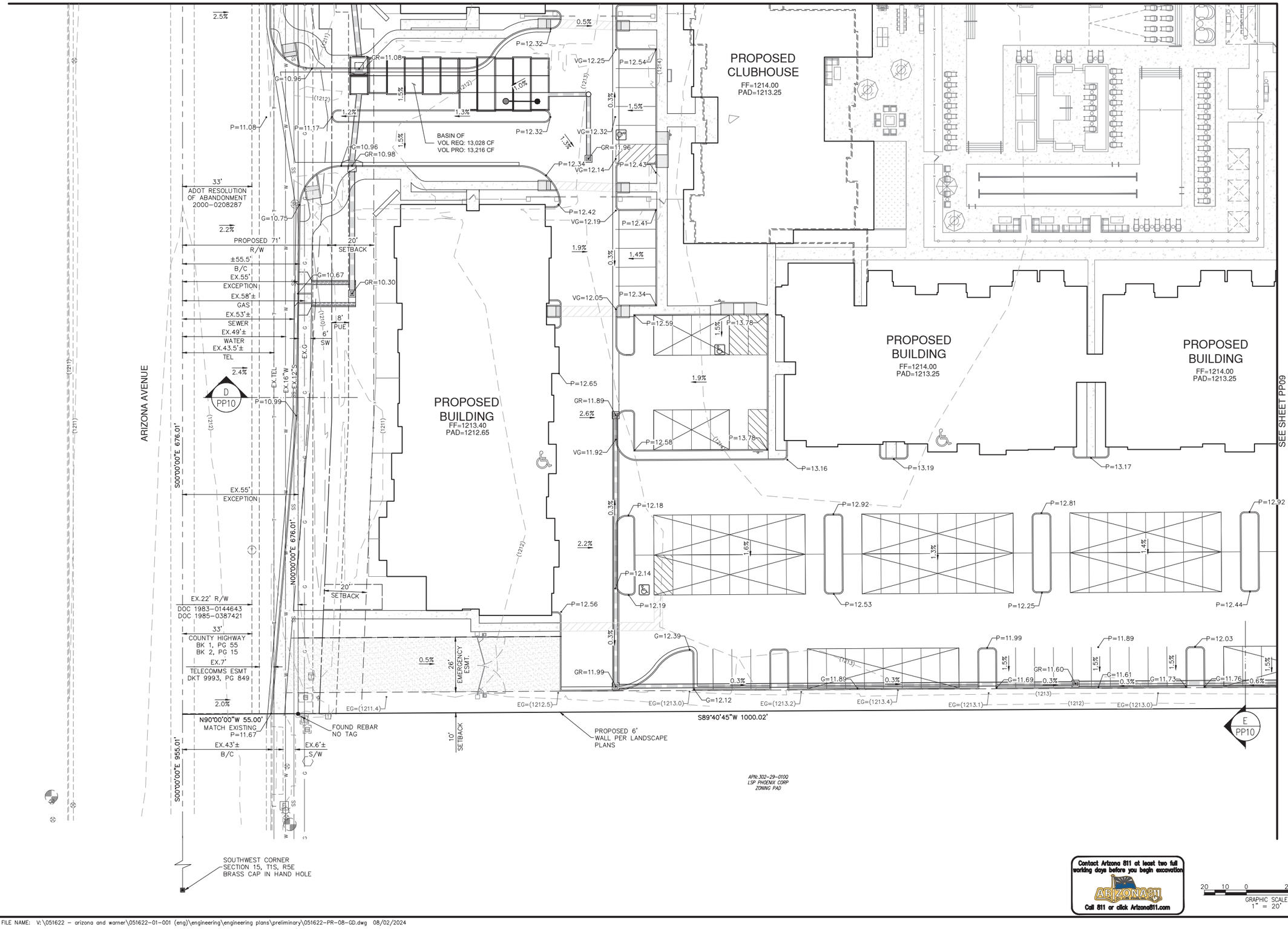
SEE SHEET PP06



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GRAPHIC SCALE
1" = 20'

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CAD FILE NAME: V:\051622 - arizona and warner\051622-01-001 (eng)\engineering\engineering plans\preliminary\051622-PR-08-GD.dwg 08/02/2024

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PRELIMINARY GRADING & DRAINAGE PLAN

TOLL BROTHERS UPTOWN

CHANDLER, ARIZONA

MARICOPA COUNTY

051622
PROJECT NUMBER

68461
NATHAN
LARSON
10/31/25

PLAN STATUS

DATE	DESCRIPTION	
JDG	AAG	NTL
DESIGN	DRAWN	CHKD

SCALE H: 1"=20' V: NONE

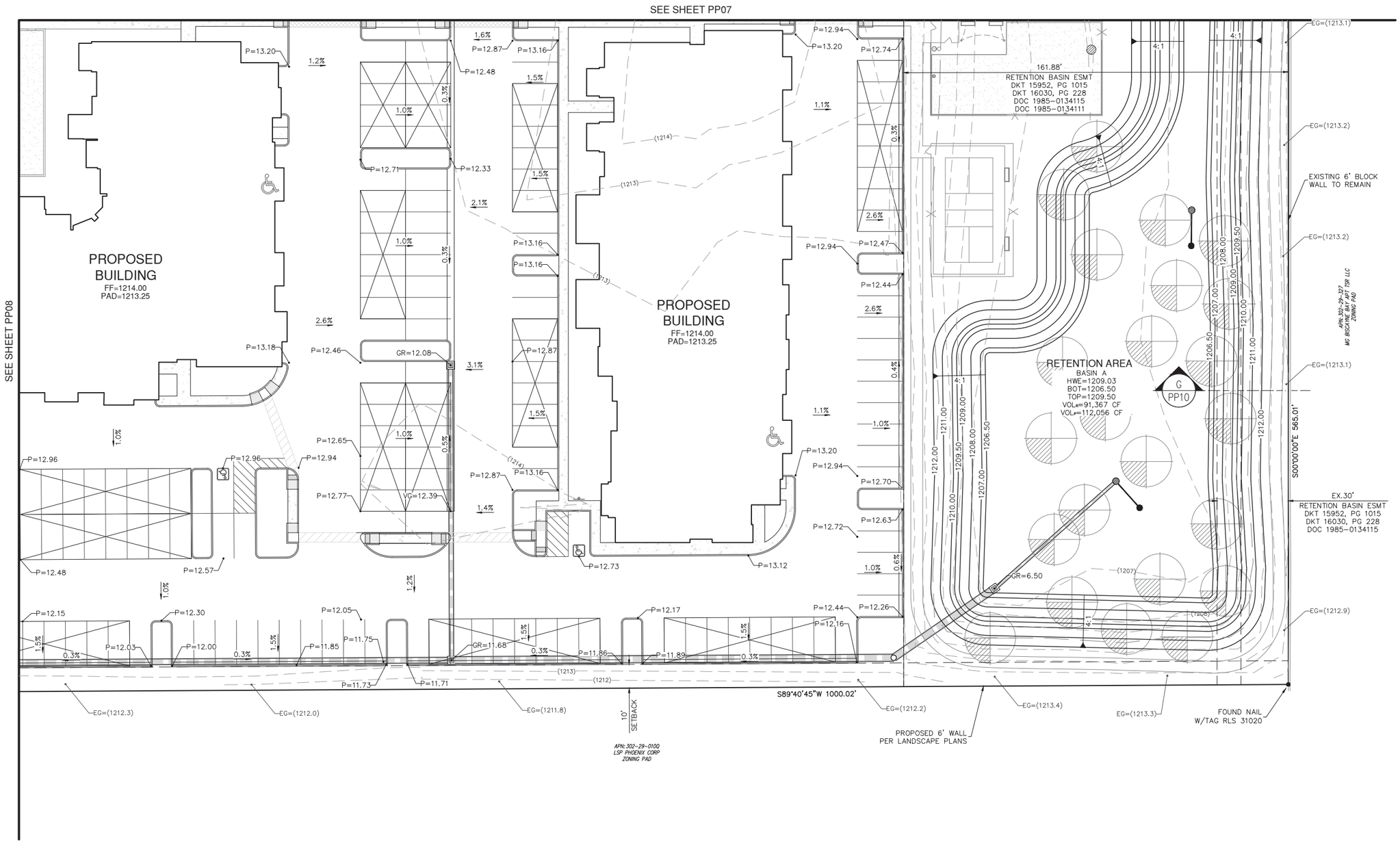
JOB No. 051622

DATE : 08/01/2024

PP08

SHEET 08 OF 14

C.O.C. LOG No. PLT24-0001



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GRAPHIC SCALE
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PRELIMINARY GRADING & DRAINAGE PLAN

TOLL BROTHERS UPTOWN

CHANDLER, ARIZONA

MARICOPA COUNTY

051622
PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
68461
NATHAN
LARSON
Date Signed: 08/01/2024
ARIZONA
Nathan Larson

PLAN STATUS

DATE	DESCRIPTION

JDG	AAG	NTL
DESIGN	DRAWN	CHKD

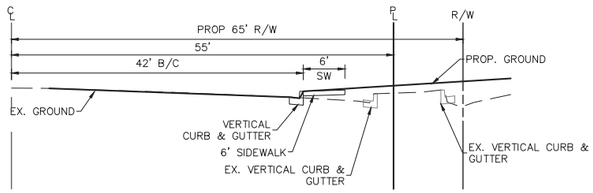
SCALE H: 1"=20'
V: NONE

JOB No. 051622

DATE : 08/01/2024

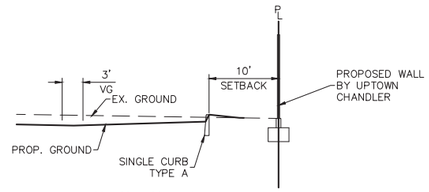
PP09
SHEET 09 OF 14

C.O.C. LOG No. PLT24-0001



SECTION A

HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 5'



SECTION B

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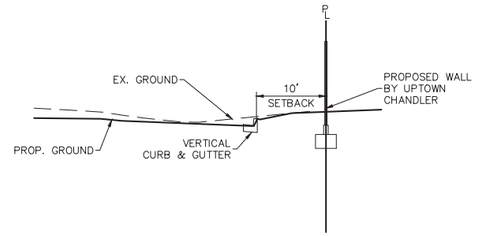
VERTICAL SCALE: 1" = 5'



SECTION C

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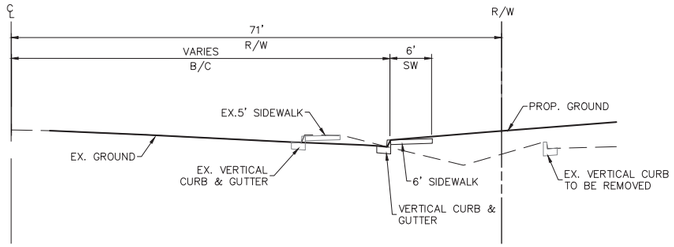
VERTICAL SCALE: 1" = 5'



SECTION D

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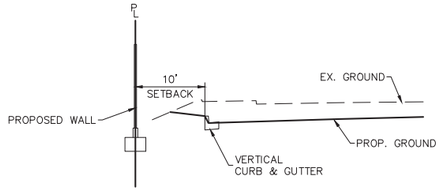
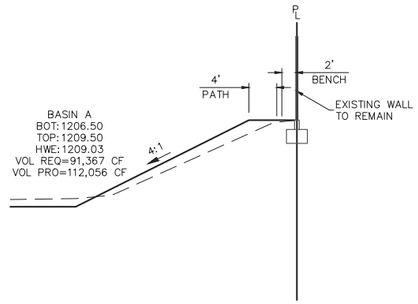
VERTICAL SCALE: 1" = 5'



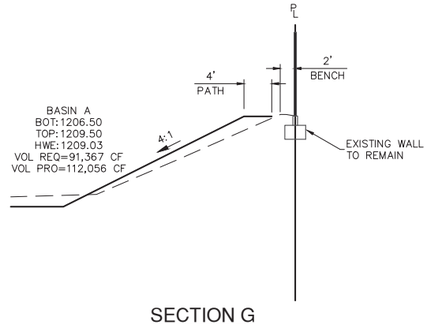
SECTION E

HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 5'



SECTION F

HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 5'



SECTION G

HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 5'

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PRELIMINARY GRADING SECTIONS
TOLL BROTHERS UPTOWN
CHANDLER, ARIZONA
MARICOPA COUNTY

051622
PROJECT NUMBER

68461
NATHAN
LARSON
Date Signed: 08/01/2024
ARIZONA

PLAN STATUS

DATE	DESCRIPTION

JDG	AAG	NTL
DESIGN	DRAWN	CHKD

SCALE H: 1"=20' V: NONE
JOB No. 051622
DATE : 08/01/2024

PP10
SHEET 10 OF 14

C.O.C. LOG No. PLT24-0001

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TAB I

TOLL BROTHERS UPTOWN

PRELIMINARY PLAT

CHANDLER, ARIZONA

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:
THE SOUTH 550 FEET OF THE NORTH 1100 FEET OF THE SOUTH 2055 FEET OF THE WEST 1055 FEET OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 33 FEET; AND

EXCEPT THE EAST 161.88 FEET WHICH IS A WATER RETENTION BASIN UNDER AGREEMENT DATED MARCH 5, 1982 AND RE-RECORDED APRIL 12, 1982 IN DOCKET 15952, PAGE 1015, RECORDS OF MARICOPA COUNTY, ARIZONA; AND ALSO

EXCEPT THAT PROPERTY CONVEYED IN QUITCLAIM DEED RECORDED IN RECORDING NO. 85-319670, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 15;

THENCE NORTH 89 DEGREES 45 MINUTES 58 SECONDS EAST ALONG THE EAST-WEST MIDSECTION LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH PARALLEL TO AND 33.00 FEET EAST OF THE WEST SECTION LINE OF SAID SECTION 15, A DISTANCE OF 1699.08 FEET;

THENCE NORTH 89 DEGREE 37 MINUTES 20 SECONDS EAST, A DISTANCE OF 22.00 FEET;

THENCE NORTH, A DISTANCE OF 1699.02 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 58 SECONDS WEST, A DISTANCE OF 22.00 FEET ALONG THE EASTWEST MIDSECTION LINE TO THE POINT OF BEGINNING,

PARCEL NO. 2:
THE EAST 161.88 FEET OF THE SOUTH 550.00 FEET OF THE NORTH 1100 FEET OF THE SOUTH 2055 FEET OF THE WEST 1055 FEET OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3:
THE NORTH 160.67 FEET OF THE SOUTH 1665.67 FEET OF THE EAST 1022 FEET OF THE WEST 1055.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PROPERTY CONVEYED IN QUITCLAIM DEED RECORDED IN RECORDING NO. 85-319670, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 15;

THENCE NORTH 89 DEGREES 45 MINUTES 58 SECONDS EAST ALONG THE EAST-WEST MIDSECTION LINE, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH PARALLEL TO AND 33.00 FEET EAST OF THE WEST SECTION LINE OF SAID SECTION 15, A DISTANCE OF 1699.08 FEET;

THENCE NORTH 89 DEGREE 37 MINUTES 20 SECONDS EAST, A DISTANCE OF 22.00 FEET;

THENCE NORTH, A DISTANCE OF 1699.02 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 58 SECONDS WEST, A DISTANCE OF 22.00 FEET ALONG THE EASTWEST MIDSECTION LINE TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION LYING WITHIN THAT PORTION CONVEYED BY SPECIAL WARRANTY DEED RECORDED DECEMBER 23, 2022 IN RECORDING NO. 20220909494, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15, BEING MARKED BY A 1/2" REBAR IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 15, BEING MARKED BY A 3" ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP FLUSH BEARS NORTH 0 DEGREES 06 MINUTES 52 SECONDS WEST, 2654.15 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 0 DEGREES 06 MINUTES 52 SECONDS WEST, 1631.03 FEET;

THENCE ALONG A LINE 1631.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 33 MINUTES 47 SECONDS EAST, 55.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE EAST RIGHT-OF-WAY OF ARIZONA AVENUE AND ALSO ALONG A LINE 55.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE, NORTH 0 DEGREES 06 MINUTES 52 SECONDS WEST, 391.01 FEET;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF CORPORATE PLACE AND ALSO ALONG A LINE 2022.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 33 MINUTES 47 SECONDS EAST, 1000.02 FEET;

THENCE ALONG THE WEST BOUNDARY OF THAT FINAL PLAT OF 'WESTECH CORPORATE CENTER PHASE 1' RECORDED IN BOOK 574 OF MAPS, PAGE 24 OF MARICOPA COUNTY RECORDS AND ALSO ALONG THE WEST BOUNDARY OF BISCAYNE BAY APARTMENTS RECORDED IN BOOK 513 OF MAPS, PAGE 23 OF MARICOPA COUNTY RECORDS AND ALSO ALONG A LINE 1055.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, SOUTH 0 DEGREES 06 MINUTES 52 SECONDS EAST, 502.01 FEET;

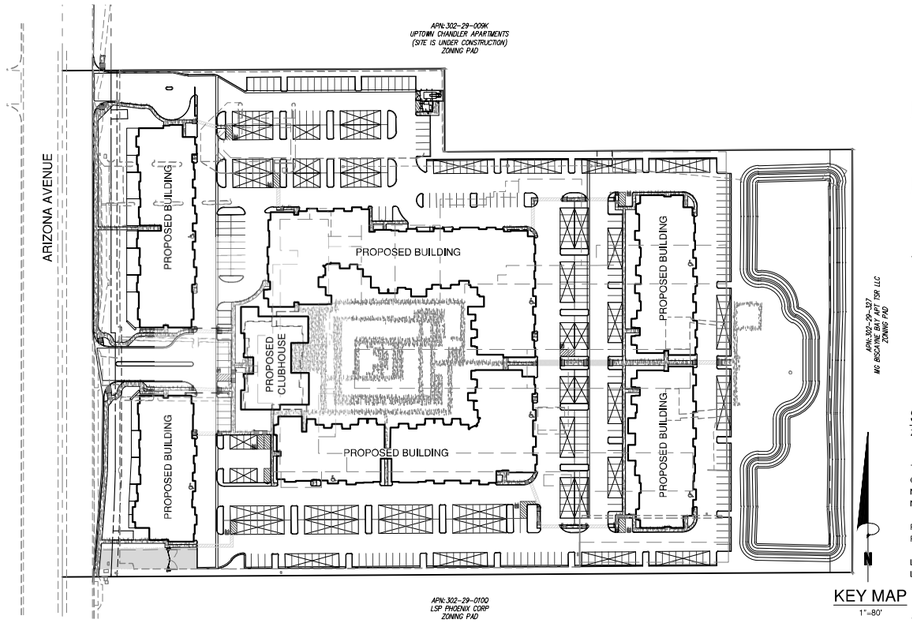
THENCE ALONG A LINE 1520.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 33 MINUTES 47 SECONDS WEST, 544.40 FEET;

THENCE NORTH 0 DEGREES 26 MINUTES 13 SECONDS WEST, 111.00 FEET;

THENCE ALONG A LINE 1631.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89 DEGREES 33 MINUTES 47 SECONDS WEST, 455.00 FEET TO THE POINT OF BEGINNING.

LEGEND

●	BRASS CAP FLUSH		STORM DRAIN PIPE
○	MONUMENT AS NOTED		DRYWELL
⊡	BRASS CAP IN HAND HOLE		EXISTING DRYWELL
○	SEWER MANHOLE		BOUNDARY LINE
•	SEWER CLEANOUT		SECTION LINE
▶	SEWER FLOW DIRECTION		PARCEL LINE
	FIRE HYDRANT		EASEMENT LINE
⊗	WATER VALVE	R/W	RIGHT OF WAY
⚮	BACK FLOW PREVENTER	PUE	PUBLIC UTILITY EASEMENT
	WATER METER VAULT	SWE	SIDEWALK EASEMENT
	EXISTING GAS METER	1272	EXISTING CONTOUR & ELEVATION
SS	EXISTING SANITARY SEWER MANHOLE	EX W	EXISTING WATER
C.O.	EXISTING SANITARY SEWER CLEANOUT	EX S	EXISTING SEWER
E	EXISTING ELECTRICAL PULL BOX	EX G	EXISTING GAS
T	EXISTING TELEPHONE JUNCTION BOX	8"S	PROPOSED SEWER
T	EXISTING TELEPHONE MANHOLE	8"W	PROPOSED WATER
☼	EXISTING LIGHT		PROPOSED STREET FLOW
ER	EXISTING TRANSFORMER	(1)	PROPOSED PARKING COUNT
	EXISTING WATER METER		
	EXISTING FIRE DEPARTMENT CONNECTION		
	EXISTING WATER BACK FLOW PREVENTER		



KEY MAP
1"=80'

CITY OF CHANDLER SITE PLAN 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. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
3. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
4. ALL EXTERNAL LIGHTING SHALL BE LOCATED AND DESIGN TO PREVENT RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED.
5. THE FIRE DEPARTMENT DOUBLE CHECK ASSEMBLY SHALL BE PAINTED TO MATCH THE ADJACENT WALL COLOR.
6. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED/CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR A PROJECT.
7. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE TO BE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS, SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
8. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS

UTILITY SERVICES

GAS	SOUTHWEST GAS
ELECTRIC	SALT RIVER PROJECT
TELEPHONE	CENTURY LINK/COX COMMUNICATIONS
CABLE	CENTURY LINK/COX COMMUNICATIONS
WATER	CITY OF CHANDLER
SEWER	CITY OF CHANDLER

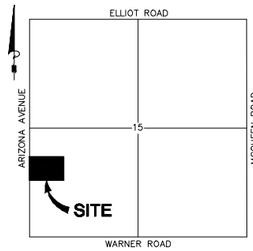
Sheet List Table	
Sheet Number	Sheet Title
01	COVERSHEET
02	PRELIMINARY PLAT

ENGINEER

BOWMAN CONSULTING
2420 S. POWER ROAD
SUITE 105
MESA, ARIZONA 85209
CONTACT: NATHAN LARSON
PH: 480.629.8830
EMAIL: nlarson@bowmancg.com

DEVELOPER

TOLL APARTMENTS, LP
8767 E. VIA DE VENTURA
SUITE: 270
SCOTTSDALE, ARIZONA 85258
CONTACT: ANNA PICACHE
PH: 203.598.1607
EMAIL: apicache@tollbrothers.com



VICINITY MAP
N.T.S.

BENCHMARK

SECTION 10, T1S, R5E, 2" BRASS CAP IN BASE OF ELECTRIC TRANSMISSION TOWER #115 BETWEEN GUADALUPE RD AND ELLIOT RD, EAST OF ARIZONA AVE, 90' SOUTH OF CANAL.
ELEVATION: 1211.75
DATUM: NAVD88

BASIS OF BEARINGS

NORTH 90°00'00" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

FLOOD ZONE CERTIFICATION

FLOOD INSURANCE MAP NUMBER 04013C2729M
EFFECTIVE ON 11.4.2015

ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FOR FLOOD; AREAS OF 1% ANNUAL CHANCE OF FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE OF FLOOD.

FLOOD ZONE DESIGNATION PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SITE DATA

ZONING:
EXISTING: C-3
PROPOSED: PAD
TOTAL NUMBER OF UNITS: 420 UNITS
GROSS AREA: 14.98 ac
NET AREA* 13.94 ac
NET DENSITY: 30.13 du/ac

RETENTION REQUIRED: 105,387 cf 2.42 ac-ft
RETENTION PROVIDED: 126,728 cf 2.91 ac-ft

LATITUDE: N33°20'18.73"
LONGITUDE: W111°50'23.78"

NOTE

THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED

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COVERSHEET
TOLL BROTHERS UPTOWN
CHANDLER, ARIZONA
MARICOPA COUNTY

051622
PROJECT NUMBER

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NATHAN
LARSON
DATE EXPIRES 09/30/2025
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION

JDG	AAG	NTL
DESIGN	DRAWN	CHKD

SCALE H: 1" = 80'
V: NONE

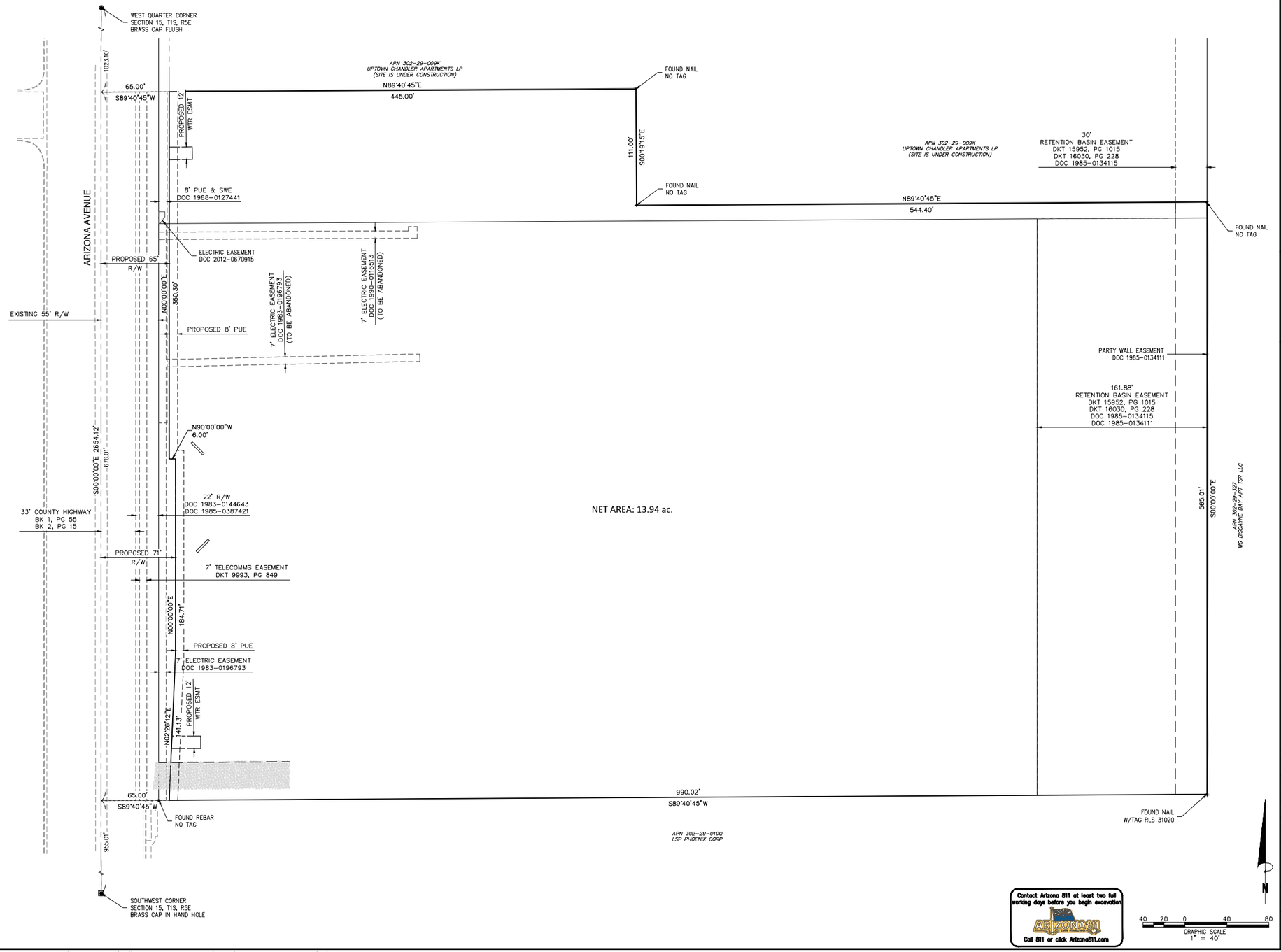
JOB No. 051622

DATE : 09/03/2024

PP01

SHEET 01 OF 14

C.O.C. LOG No. PLT24-0001



Bowman

Bowman Consulting Group Ltd
2425 S. Power Road Ste 105
Mesa, Arizona 85209
Phone: (480) 629-8830
www.bowmanllc.com
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PRELIMINARY PLAT

TOLL BROTHERS UPTOWN

CHANDLER, ARIZONA

MARICOPA COUNTY

051622
PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
68461
NATHAN
LARSON
09/03/2024
STATE OF ARIZONA

PLAN STATUS

DATE	DESCRIPTION

JDG	AAG	NTL
DESIGN	DRAWN	CHKD

SCALE H: 1"=40'
V: NONE

JOB No. 051622

DATE : 09/03/2024

PP02

SHEET 02 OF 02

C.O.C. LOG No. PLT24-0001

CAD FILE NAME: V:\051622 - Arizona and Warner\051622-01-001 (ENG)\Engineering\Engineering Plans\preplat\051622-PR-02-SIT.dwg 09/03/2024

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Casey Jacobsen

Business Name ARENA 23

Date 8/22/24



City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Signature Wei Xu

Name WEI XU

Business Name Annie's Foot Massage

Date 03/28/2024



City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Mason A. Abbott

Business Name Uptown Jungle Chandler

Date 8-8-2024



AZ COMPASS PREP SCHOOL

07.29.2024

Serving Arizona since 2000
SKYLINE EDUCATION

Swen Anderson, MRED
President
Office (480) 779 - 2010 ext. 2120
Mobile (480) 205 - 8009
sanderson@skylineschools.com
www.skylineschools.com

2020 N. Arizona Ave, Suite 109
Chandler, AZ 85225

City of Chandler, Planning and Zoning Department

Cc: Withey Morris Bough

Re: Rezoning Case No. PLH24-0001

Dear Planning and Zoning Department,

I am writing to express our strong support for the rezoning of the Earnhardt Auto Centers property located on the southeast corner of Arizona Ave and Warner, which has been sold to Toll Brothers for the purpose of developing a multi-family apartment building. As the owner of AZ Compass Prep School, a K-12 public charter institution located near the proposed development, we believe this rezoning initiative will bring numerous benefits to our community.

The development of a multi-family apartment building aligns with the growing demand for diverse housing options in our area. This project will provide much-needed housing for families, professionals, and individuals, contributing to the overall vitality and growth of our community. Additionally, the presence of new residents within the Chandler Uptown area can positively impact local businesses and services, fostering a vibrant and thriving neighborhood.

The transformation of the former auto center into a modern residential complex will not only improve the visual landscape of the Chandler Uptown area, but also promote a sense of community and connectivity among residents. As an educational institution, we are particularly excited about the potential benefits for our students and their families. The proximity of new housing options can make our school more accessible to a wider range of families and may create opportunities for collaboration and partnerships between our school and the new residential community, further enriching the educational experience for our students.

We commend Earnhardt Auto Centers for their foresight in facilitating this positive change and Toll Brothers for their commitment to developing high-quality housing. We wholeheartedly support the rezoning of this property and believe that it will have a lasting and positive impact on our community. Thank you for considering our perspective. We look forward to the positive transformation that this development will bring to our neighborhood.

Sincerely,
Swen Anderson
President, AZ Compass Prep School
sanderson@skylineschools.com
480.205.8009

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Signature Monique Pool

Name Monique Pool

Business Name Arby's

Date 3.28.24

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Blake West

Business Name Barro's Pizza

Date 7/17/24

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name J Milanowski Jason Milanowski

Business Name Big 5 Sporting Goods

Date 7/12/24

BIG 5 SPORTING GOODS

2000 N. Arizona Avenue
Chandler, AZ 85225
(480) 821-9226

Visit us online:
www.big5sportinggoods.com
facebook.com/big5sportinggoods
twitter.com/big5since55

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Brett Bates

Business Name Bruster's Ice Cream chandler 398

Date 8/22/2024

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Cinnamon Wells

Business Name DJs Smoke Shop

Date 7/17/24

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Alisa Jaramillo

Business Name Dunkin'

Date 8/22/24

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Signature 

Name Jose Gonzalez

Business Name Jack in the box

Date 03/28/24

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Signature marissa soto

Name marissa soto

Business Name Jimmy Johns

Date 3/28/24

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name [signature]

Business Name La bella Paw Spa

Date 8/8/24



City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Michael Downs

Business Name Day Auto Supply

Date 8/8/24

NAPA AUTO & TRUCK PARTS

Mike Downs

Day Auto Supply, Inc
2071 N Arizona Ave Suite #119
Chandler, AZ 85225

Phone: 480-963-6402
Fax: 480-917-3901

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Chris DeNeice

Business Name PGA Tour Superstore

Date 8/22/24

PGA TOUR SUPERSTORE

Chris DeNeice
General Manager

2031 N Arizona Ave | Chandler, AZ 85225
O: 480-214-4370 | C: 303-332-5295
cdeneice@pgatss.com

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Signature _____

Name Jorge Moreno

Business Name Royal fadez Barbershop #2 LLC.

Date 03/28/24



City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Larry

Business Name Safelite

Date 7/17/24

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Signature Erika Herrera

Name Erika Herrera

Business Name Subway

Date 3.28.24

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name Julie Bohner manager

Business Name Tom Ryan's

Date 7-17-24

City of Chandler Planning & Zoning Commission and City Council,

As a Chandler business, we want to express our support for the Toll Brothers rezoning case PLH24-0001, north of the Arizona Avenue and Warner intersection. We have reviewed the site plan and images and are excited to bring more Chandler residents to the unused Earnhardt car dealership that is no longer adding value to our community or surrounding businesses. Growth in Maricopa County has exploded, and more quality housing is needed to support our economy and businesses. Toll Brothers has an excellent reputation as a quality builder in Arizona. Thank you for joining us in support of this project and thank you for your service to this community.

Sincerely,

Name ASIYAH JAFARY

Business Name TOP CROWN SMOKE & VAPE

Date 08/08/2024

Wednesday, September 18, 2024

City of Chandler
175 South Arizona Avenue
Chandler, Arizona 85225

Subject: Toll Brothers Uptown Multi-Family Housing Development Rezoning Case PLH24-0001

Dear City Council & Planning and Zoning Commission,

The Chandler Chamber of Commerce would like to extend our support for the Toll Brothers Multi-Family Housing Development rezoning case PLH24-0001 to create additional housing on Warner and Arizona Avenue. The Chandler Chamber of Commerce represents over 1,700 member businesses, representing over 175,000 employees, that stand to benefit from this development. Business and industry continues to boom in Chandler and more housing is needed to sustain this growth.

The proposed multifamily development has strong support from surrounding businesses that recognize its potential to provide much needed workforce housing. By increasing density, it will help accommodate the growing demand for affordable living options while supporting local economic growth. This project will complement the existing community by offering additional housing that aligns with the City's long term housing development goals. Accessible housing benefits both our community by enabling more people who work here to also reside here.

This project aims to expand housing opportunities, allowing more families and businesses to thrive in Chandler. Toll Brothers has an outstanding reputation as a Builder, and community partner. We urge you to support the Toll Brothers Multi-Family Housing Development rezoning case PLH24-0001.

Sincerely,

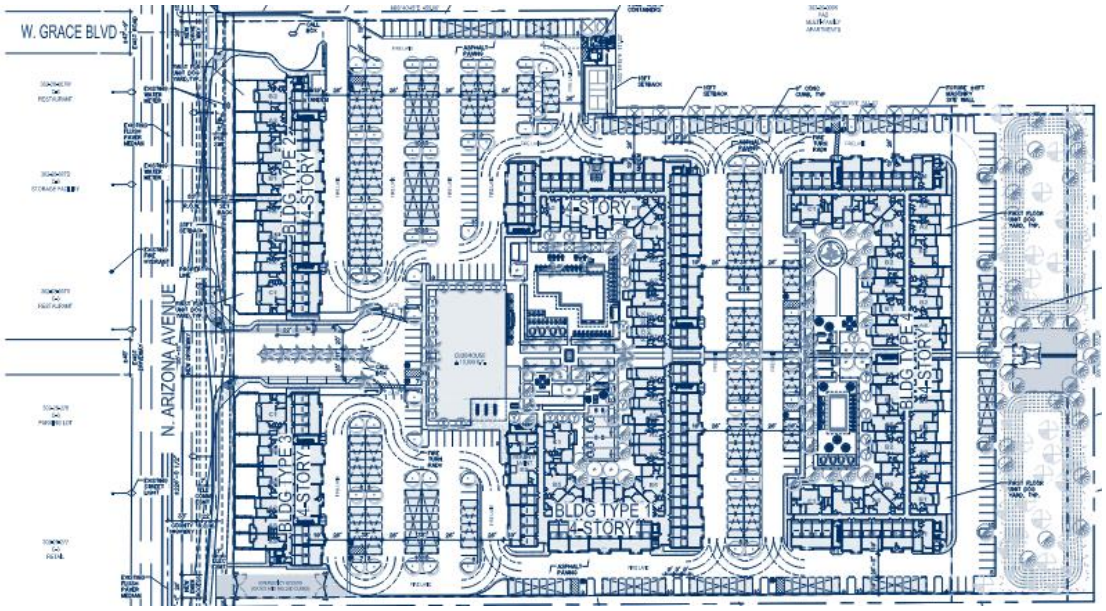
Terri Kimble
President/CEO
Chandler Chamber of Commerce

Carly Wakefield
Vice President of Workforce Development &
Government Relations
Chandler Chamber of Commerce

Toll Brothers Uptown

Traffic Impact Study

Category I



Prepared for:

Toll Brothers Apartment Living
8767 E Via De Ventura, Suite 390
Scottsdale, AZ 85258

Registered Professional Engineer (Civil)
CERTIFICATE NO.
51806
SHELLY A.
SORENSEN
Date Signed: 01/26/24
ARIZONA, U.S.A.

Prepared by:

Lōkahi, LLC
10555 N. 114th Street, Suite 105
Scottsdale, AZ 85259

Project Number: 23.5569
January 26, 2024

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1. INTRODUCTION AND EXECUTIVE SUMMARY

1.1. PURPOSE OF REPORT AND STUDY OBJECTIVES

Lōkahi, LLC (Lōkahi) was retained by Toll Brothers Apartment Living to complete a Traffic Impact Study (TIS) for the proposed Toll Brothers Uptown residential development. The development is generally located on the southeast corner of Arizona Avenue and Grace Boulevard in the City of Chandler, Arizona.

The proposed development will be comprised of 423 dwelling units. Of which, there will be 40 studio units, 208 one-bedroom units, 137 two-bedroom units, and 38 three-bedroom units.

The objective of this Traffic Impact Study is to analyze the traffic related impacts of the proposed development to the adjacent roadway network. See **Figure 1** for the vicinity map.

This Traffic Impact Analysis includes:

- Level of service analysis of existing conditions for the weekday AM and PM peak hours
- Trip generation for the proposed development
- Level of service analysis for the opening year (2027) weekday AM and PM peak hours
- Level of service analysis for 5 years after the opening year (2032) weekday AM and PM peak hours

The following are the intersections included in this study:

- Arizona Avenue and Grace Boulevard/Driveway A (1) – *existing (with future site access)*
- Arizona Avenue and Driveway B (2) – *existing (with future site access)*
- Arizona Avenue and Driveway C (3) – *proposed (emergency access only)*
- Arizona Avenue and Driveway D (4) – *existing*
- Arizona Avenue and Driveway E (5) – *existing*

1.2. EXECUTIVE SUMMARY

This report presents the analyses and the results of a Traffic Impact Study prepared for the proposed Toll Brothers Uptown residential development. The proposed development is generally located on the southeast corner of Arizona Avenue and Grace Boulevard in the City of Chandler, Arizona.

The proposed development will be comprised of 423 dwelling units. Of which, there will be 40 studio units, 208 one-bedroom units, 137 two-bedroom units, and 38 three-bedroom units.

The proposed Toll Brothers Uptown residential development is anticipated to start leasing the first units in 2026. As a conservative approach it was assumed the full build out would occur in the year 2027.

Existing Capacity Analysis

The AM and PM peak hour existing conditions capacity analyses were completed for the existing study intersections. The results of the capacity analyses reveal that all movements operate at a LOS C or better.

Trip Generation

The proposed Toll Brothers Uptown development is anticipated to generate a total of 1,971 daily trips, with 175 trips occurring in the AM peak hour and 165 trips in the PM peak hour.

Trip Generation

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Multifamily Housing (Mid-Rise)	221	423	Dwelling Units	1,971	175	40	135	165	104	61

Trip Generation Comparison

A trip generation comparison was completed between the proposed Toll Brothers Uptown development and the existing automobile sales dealership. The proposed development generates 22 fewer weekday trips, with 42 more trips during the AM peak hour and 8 fewer trips during the PM peak hour, when compared to the existing automobile sales dealership.

Trip Generation Comparison

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Existing Development	840	71.6	1000 SF GFA	1,993	133	97	36	173	69	104
Proposed Development	221	423	Dwelling Units	1,971	175	40	135	165	104	61
			Difference	-22	42	-57	99	-8	35	-43

Future Conditions

Year 2027 (build out) and year 2032 (5 years after build out) analyses were completed without and with the build out of the proposed Toll Brothers Uptown. Utilizing MAG socioeconomic data for the study area, existing traffic volumes were grown by an annual growth rate of 1.0% to determine the future traffic volumes. Additionally, known surrounding development(s) were included in future traffic volumes.

Year 2027 – Opening Year

A capacity analysis was completed for both the AM and PM peak hours for the year 2027, without and with the build out of the proposed Toll Brothers Uptown development. The year 2027 build capacity analysis resulted in all movements operating at a LOS D or better, with the exception of:

- **Arizona Avenue and Grace Boulevard/Driveway A (1)**
  - Eastbound left PM peak hour operates at LOS E

- **Arizona Avenue and Driveway B (2)**
  - Westbound left AM peak hour operates at LOS E

Year 2032 – 5 Years After Opening Year

A capacity analysis was completed for both the AM and PM peak hours for the year 2032, without and with the build out of the proposed Toll Brothers Uptown development. The year 2032 build capacity analysis resulted in all movements operating at a LOS D or better, with the exception of:

- **Arizona Avenue and Grace Boulevard/Driveway A (1)**
  - Eastbound left PM peak hour operates at LOS E

- **Arizona Avenue and Driveway B (2)**
  - Westbound left AM peak hour operates at LOS F

Delays are typical during peak hours for minor-to-major turning movements as well as for movements at stop-controlled intersections. Drivers familiar with the area often choose to use alternate routes

during peak hours or drive at different times to avoid potential delay. Therefore, improvements to mitigate LOS E or F at the above intersections are not recommended as part of this study.

Recommendations

The following are the recommendations with the build out of the proposed Toll Brothers Uptown development:

- **Arizona Avenue and Grace Boulevard/Driveway A (1)**
  - Buildout of full-access point on the east leg of the intersection
- **Arizona Avenue and Driveway B (2)**
  - Buildout of full-access point on the east leg of the intersection
- **Arizona Avenue and Driveway C (3)**
  - Buildout of an emergency access only driveway.

2. PROPOSED DEVELOPMENT

The proposed development is generally located on the southeast corner of Arizona Avenue and Grace Boulevard in the City of Chandler, Arizona. See **Figure 1** for a vicinity map.

The proposed development will be comprised of 423 dwelling units. Of which, there will be 40 studio units, 208 one-bedroom units, 137 two-bedroom units, and 38 three-bedroom units.

There will be a total of three (3) access points provided for the proposed development:

Arizona Avenue and Grace Boulevard/Driveway A (1) will be a full-access point on the east side of the existing intersection. This driveway will provide full access, allowing all movements into and out of the site.
Arizona Avenue and Driveway B (2) will be a full-access point on the east side of the existing intersection. This driveway will provide full access, allowing all movements into and out of the site.

Arizona Avenue and Driveway C (3) will be an emergency access only along Arizona Avenue, approximately 270-feet south of Driveway B.

See **Figure 2** and **Appendix A** for the proposed site plan.

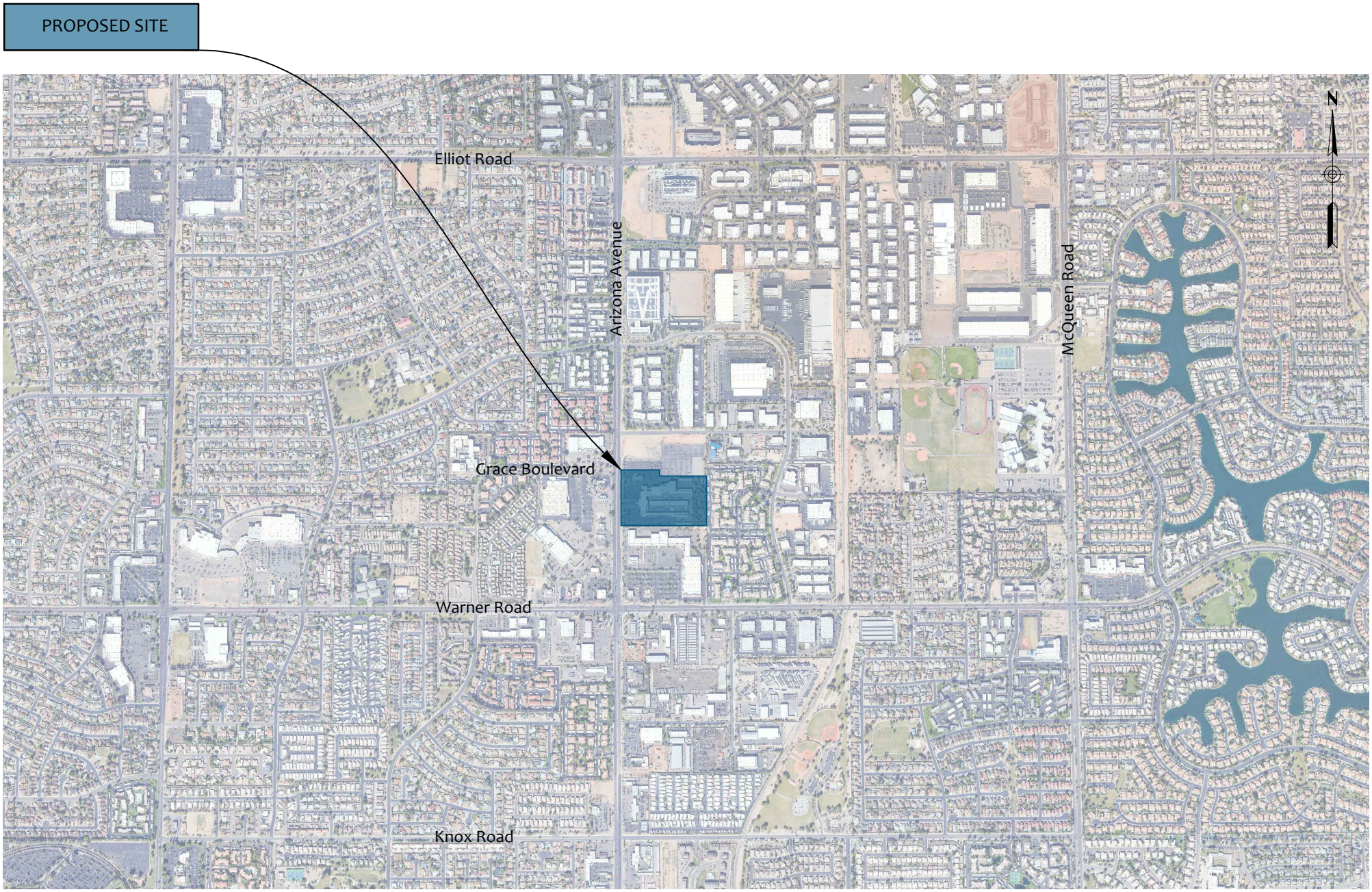


FIGURE 1 | VICINITY MAP

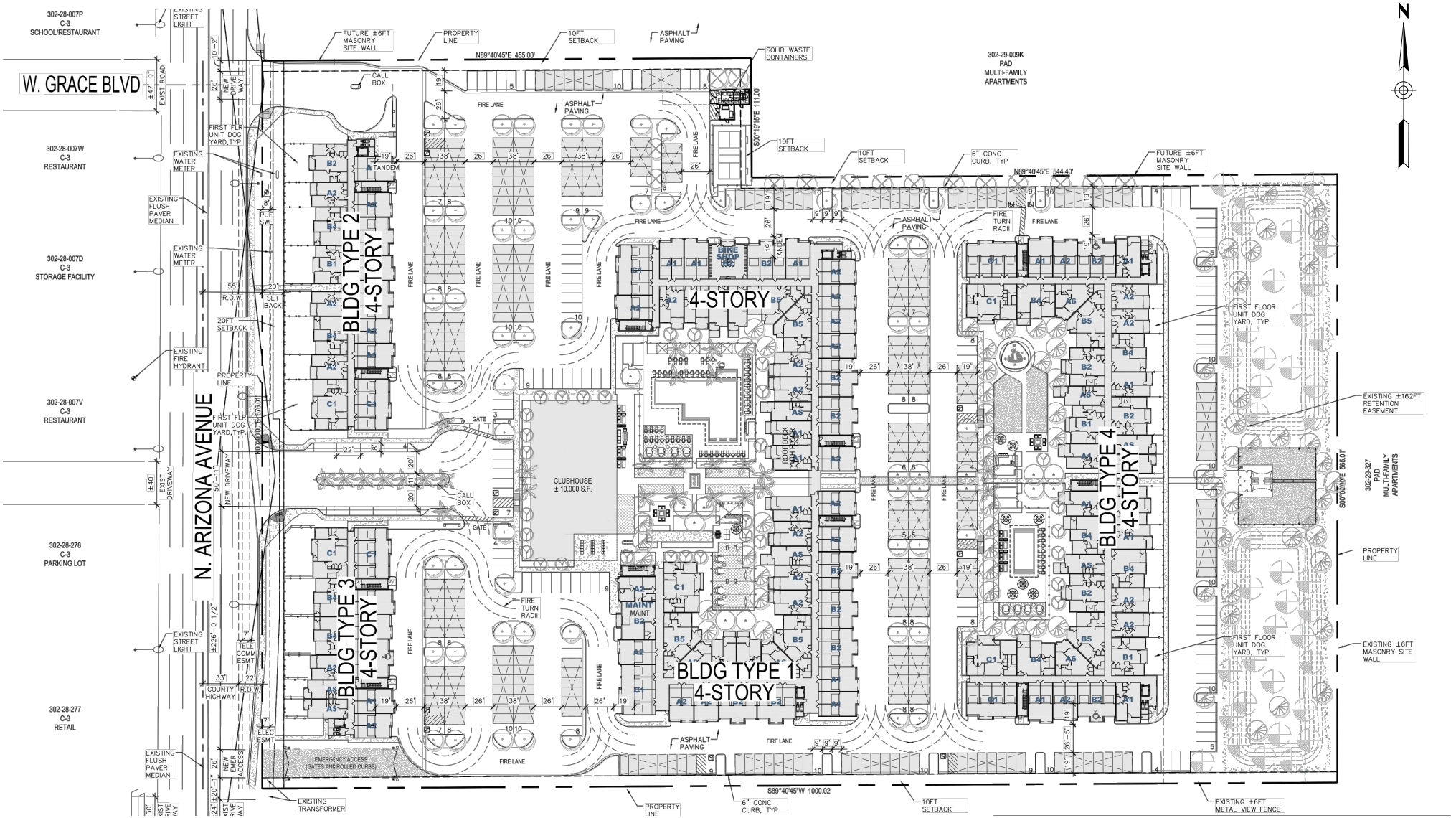


FIGURE 2 | SITE PLAN

3. AREA CONDITIONS

The proposed site is located within the City of Chandler, Arizona. **Sections 3.1** and **3.2** provide detailed descriptions of the study roadway segments and intersections. See **Figure 3** for the study area.

3.1. STUDY ROADWAY SEGMENTS

Arizona Avenue generally runs north-south and provides three (3) travel lanes for each direction of travel, with a center two-way left turn lane. There is a posted speed limit of 45 miles per hour (mph). Per the *City of Chandler's Transportation Master Plan Update*, dated January 2020, Arizona Avenue is classified as a major arterial. According to the City of Chandler 2023 Road Segment Traffic Volumes, Arizona Avenue has an Average Daily Traffic (ADT) of 31,700 vehicles per day (vpd), between Elliot Road and Warner Road.

Grace Boulevard generally runs east-west within the proposed study area and provides one (1) travel lane for each direction of travel. There is an unposted speed limit of 25 mph.

3.2. STUDY INTERSECTIONS

Arizona Avenue and Grace Boulevard (1) currently operates as a one-way stop-controlled T-intersection with stop control on the eastbound approach. The eastbound approach provides approximately 45 feet of unmarked pavement that is assumed to operate as one (1) left turn lane and one (1) right turn lane. The northbound approach provides one (1) dedicated left turn lane, via a two-way left turn lane, and three (3) through lanes. The southbound approach provides three (3) through lanes and one (1) dedicated right turn lane.

Arizona Avenue and Driveway B (3) currently operates as a two-way stop-controlled T-intersection with stop control on the eastbound and westbound approaches. The eastbound and westbound approaches are assumed to operate as one (1) shared left-through-right lane. The northbound approach provides one (1) dedicated left turn lane, via a two-way left turn lane, two (2) through lanes and one (1) shared through-right turn lane. The southbound approach provides one (1) dedicated left turn lane, via a two-way left turn lane, and two (2) through lanes, and one (1) dedicated right turn lane. Driveway B is located approximately 375-feet south of Grave Boulevard (centerline-to-centerline).

Arizona Avenue and Driveway D (4) currently operates as a two-way stop-controlled T-intersection with stop control on the eastbound and westbound approaches. The eastbound and westbound approaches are assumed to operate as one (1) shared left-through-right lane. The northbound approach provides one (1) dedicated left turn lane, via a two-way left turn lane, two (2) through lanes and one (1) shared through-right turn lane. The southbound approach provides one (1) dedicated left turn lane, via a two-way left turn lane, and two (2) through lanes, and one (1)

dedicated right turn lane. Driveway D is located approximately 675-feet south of Grave Boulevard (centerline-to-centerline).

Arizona Avenue and Driveway E (5) currently operates as a two-way stop-controlled T-intersection with stop control on the eastbound and westbound approaches. The eastbound and westbound approaches are assumed to operate as one (1) shared left-through-right lane. The northbound approach provides one (1) dedicated left turn lane, via a two-way left turn lane, two (2) through lanes and one (1) dedicated right turn lane. The southbound approach provides one (1) dedicated left turn lane, via a two-way left turn lane, and two (2) through lanes, and one (1) dedicated right turn lane. Driveway D is located approximately 675-feet south of Grave Boulevard (centerline-to-centerline).

3.3. STUDY AREA LAND USE

The proposed site is generally located on southeast corner of Arizona Avenue and Grace Boulevard in the City of Chandler, Arizona. The immediate surroundings study area primarily consists of residential and commercial land uses. The Chandler Mercado retail center borders the site to the south. The Biscayne Bay Apartments border the site to the west. Directly north is currently a portion of the Earnhardt Chevrolet parking lot and vacant land, however a future multifamily development is currently planned for construction.

3.4. SITE ACCESSIBILITY

Roadway System

The US 60 and SR 202 Freeways run east-west within the vicinity of the study area. Additionally, The SR 101 runs north-south within the vicinity of the study area The SR 101, US 60, and SR 202 currently run through the cities of Phoenix, Mesa, Chandler, Tempe, and Town of Gilbert. The US 60 and SR 202 can be accessed via Arizona Avenue. SR 101 can be accessed by both Elliot Road and Warner Road.

Pedestrian Facilities

Within the study area, sidewalks are provided along both sides of Arizona Avenue.

Grace Boulevard provides continuous sidewalks on the north side of the road, with intermittent sidewalks on the south side of the road, within the study area.

Bicycle Facilities

Bike lanes are currently not provided within the proposed study area.

Transit Facilities

Within the immediate study area, Valley Metro Route 112 operates along Arizona Avenue. Valley Metro Route 112 provides an existing shaded bus stop in the northbound direction of travel

approximately 230 feet north of Grace Boulevard. Similarly, Valley Metro Route 112 provides an existing shaded bus stop in the southbound direction of travel approximately 135 feet south of Grace Boulevard.

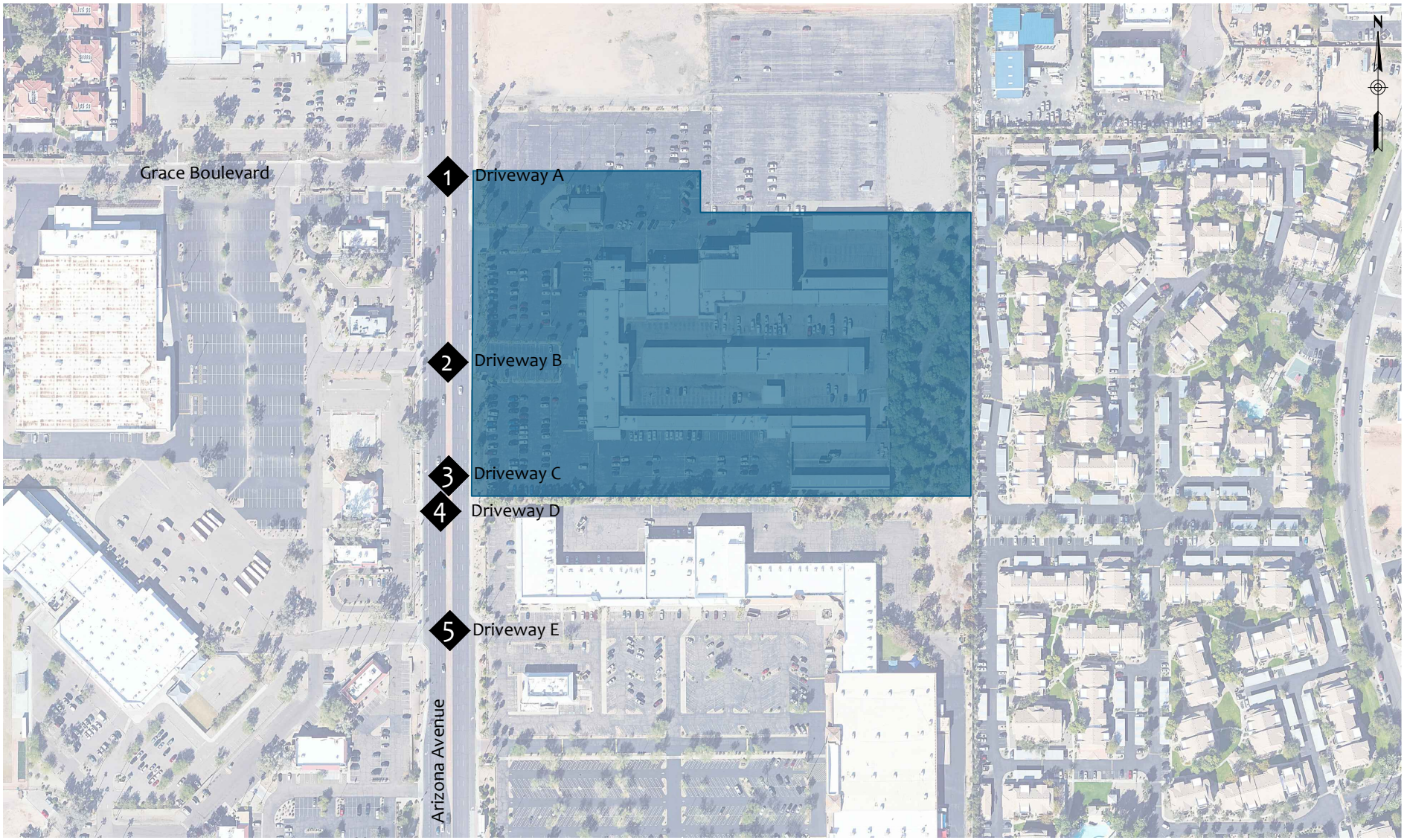


FIGURE 3 | STUDY AREA

4. EXISTING CONDITIONS

4.1. EXISTING LAND USE

According to Maricopa County Assessor's website, the proposed site will occupy three (3) existing parcels, APNs 302-29-009E, 302-29-009G, and 302-29-009L. Currently, these three (3) parcels are currently being utilized by the existing Earnhardt Chevrolet auto dealership. The three (3) existing parcels are zoned for C-3 uses. See **Appendix B** for detailed parcel information.

4.2. EXISTING TRAFFIC COUNTS

A local data collection firm, All Traffic Data Services, LLC, was utilized to collect traffic counts. On Thursday, September 9th, 2023, four hours of typical weekday turning movement counts were obtained during the AM (7:00 to 9:00 am) and PM (4:00 to 6:00 pm) peak hours at the following intersection:

- Arizona Avenue and Grace Boulevard/Driveway A (1)
- Arizona Avenue and Driveway B (2)
- Arizona Avenue and Driveway D (4)
- Arizona Avenue and Driveway E (5)

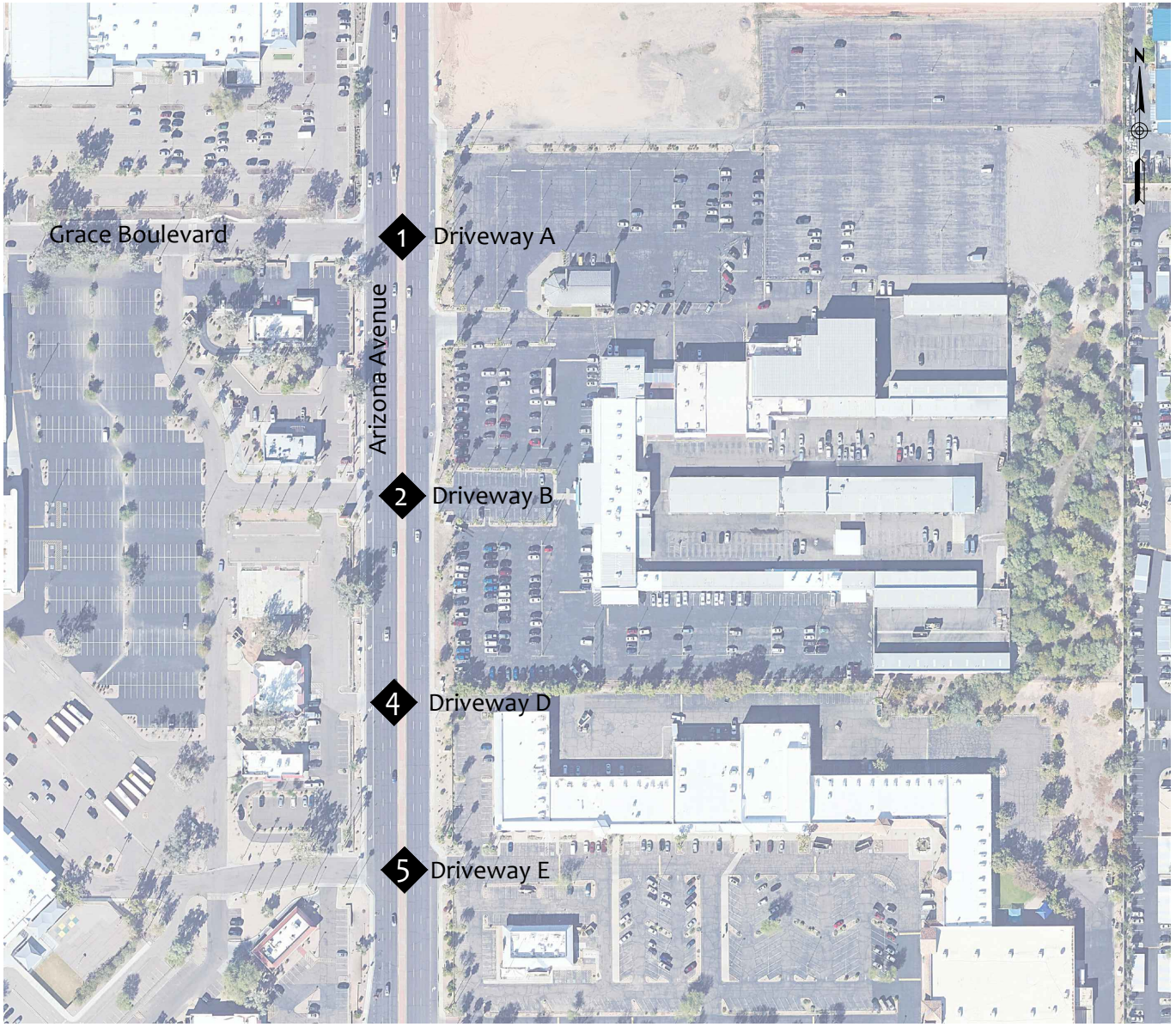
Additionally, on Thursday, September 9th, 2023, bi-directional tube counts for 24-hours in 15-minute intervals were collected along the following roadway segment(s):

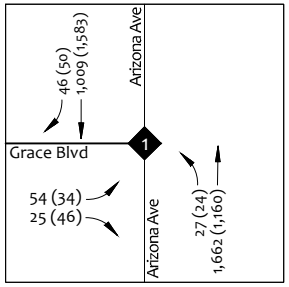
- Arizona Avenue, south of Grace Boulevard

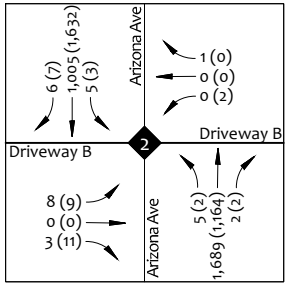
The turning movement counts were then analyzed for the highest 1-hour within each time period. The following peak hours were analyzed throughout this study.

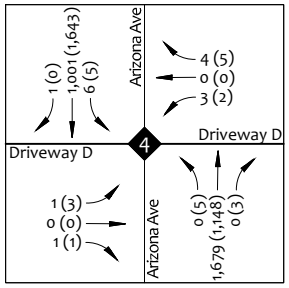
AM Peak Hour	7:15 am – 8:15 am
PM Peak Hour	4:45 pm – 5:45 pm

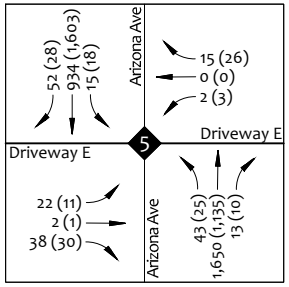
See **Appendix C** for detailed traffic count data. See **Figure 4** for the existing AM and PM peak hour traffic volumes.











Legend

AM (PM) Peak Hour Traffic Volumes

X Intersection

FIGURE 4 | EXISTING TRAFFIC VOLUMES

4.3.EXISTING CAPACITY ANALYSIS

The existing conditions capacity analysis was completed for the existing study intersections. The capacity and level of service for the study area intersections were evaluated using the methodology presented in the *7th Edition of the Highway Capacity Manual (HCM)*. Traffic analysis software, *Synchro Version 12*, was used to perform the analyses using the existing peak hour factor (PHF) obtained from the traffic counts.

Table 1 is from the *6th Edition of the Highway Capacity Manual* Exhibit 19-8 and 20-2, which lists the Level of Service (LOS) thresholds for signalized and unsignalized intersections.

Table 1 – Level of Service Criteria

Level of Service (LOS)	Control Delay per Vehicle (s/veh)	
	Signalized Intersection	Unsignalized Intersection
A	≤ 10	≤ 10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

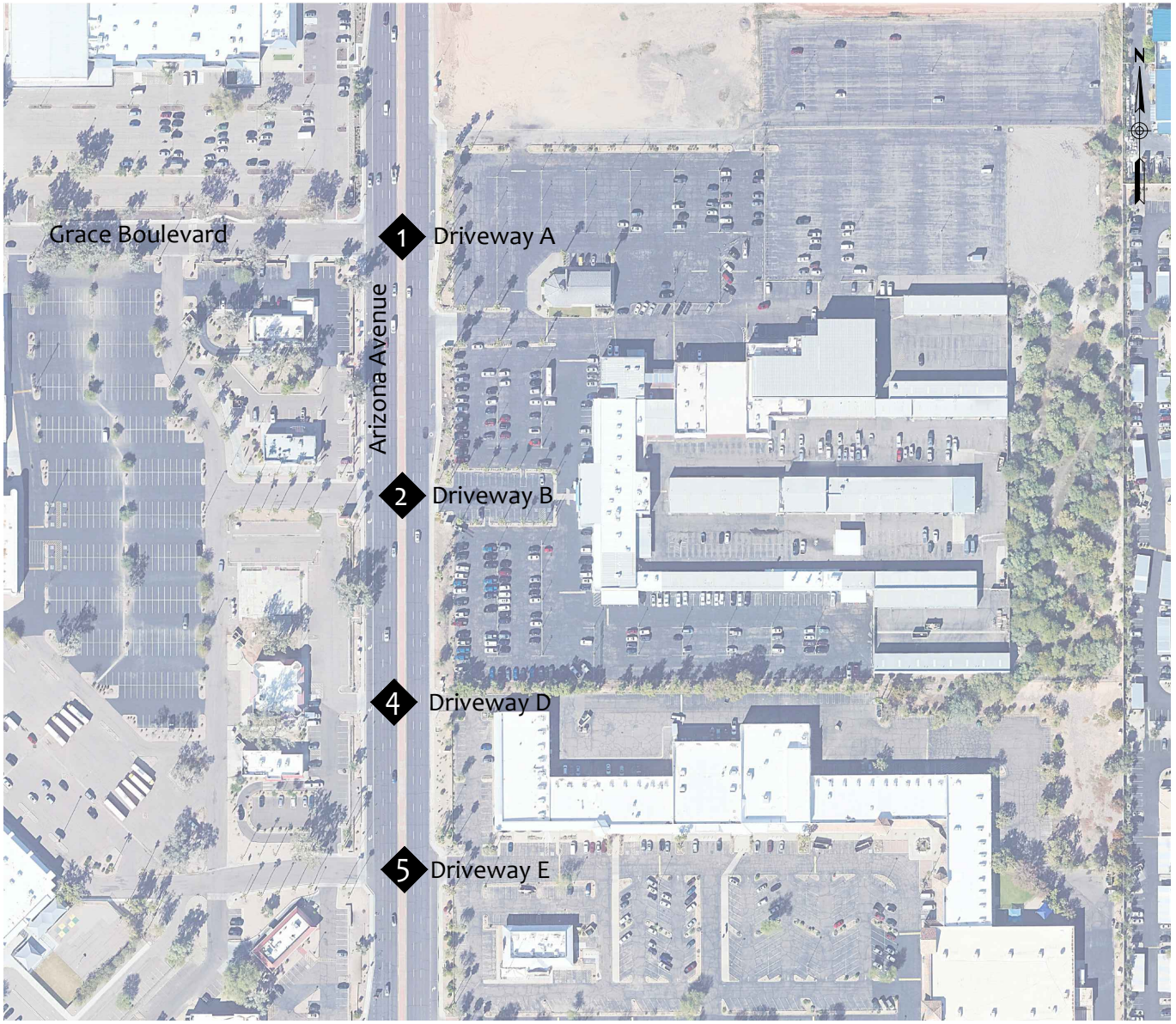
The results of the capacity analyses reveal that all movements operate at a LOS C or better.

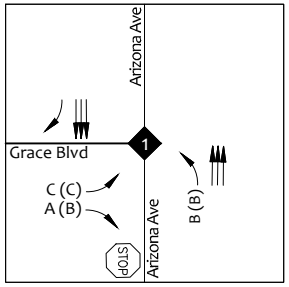
See **Figure 5** for the existing AM and PM peak hour capacity analysis. The existing AM and PM peak hour level of service, delay, and volume-to-capacity ratios for the study intersections are shown in **Table 2**.

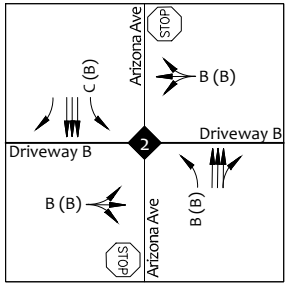
The detailed capacity analysis sheets can be found in **Appendix D**.

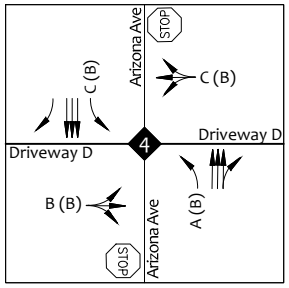
Table 2 – Existing Level of Service, Delay, and V/C Ratio

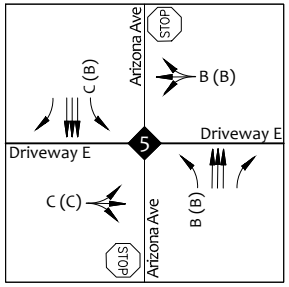
Intersection	Existing Conditions					
	AM PEAK			PM PEAK		
	LOS	DELAY	V/C	LOS	DELAY	V/C
Arizona Avenue and Grace Boulevard (1)						
Eastbound Left	C	19.5	0.197	C	23.3	0.154
Eastbound Right	A	9.7	0.035	B	10.8	0.072
Northbound Left	B	12.8	0.062	B	14.8	0.064
Arizona Avenue and Driveway B (2)						
Eastbound Shared Left-Through-Right	B	11.9	0.023	B	12.8	0.044
Westbound Shared Left-Through-Right	B	10.4	0.002	B	12.3	0.004
Northbound Left	B	11.9	0.011	B	13.9	0.005
Southbound Left	C	17.1	0.019	B	11.4	0.006
Arizona Avenue and Driveway D (4)						
Eastbound Shared Left-Through-Right	B	11.6	0.004	B	15.0	0.011
Westbound Shared Left-Through-Right	C	18.7	0.030	B	10.5	0.011
Northbound Left	A	0.0	-	B	14.1	0.013
Southbound Left	C	17.8	0.024	B	11.4	0.009
Arizona Avenue and Driveway E (5)						
Eastbound Shared Left-Through-Right	C	20.1	0.230	C	15.4	0.112
Westbound Shared Left-Through-Right	B	14.4	0.049	B	10.4	0.043
Northbound Left	B	12.6	0.094	B	14.8	0.067
Southbound Left	C	17.9	0.058	B	11.5	0.033











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AM(PM) Peak Hour Capacity Analysis

X Intersection

Lane Configuration

FIGURE 5 | EXISTING CAPACITY ANALYSIS

5. PROJECTED TRAFFIC

5.1. TRIP GENERATION

The trip generation for the proposed development was calculated utilizing the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation, 11th Edition*. The ITE rates are based on studies that measured the trip generation characteristics for various types of land uses. The rates are expressed in terms of trips per unit of land use type. This publication is considered to be the standard for the transportation engineering profession.

5.1.1. PROPOSED DEVELOPMENT

The proposed development will be comprised of 423 dwelling units located in four-story buildings. Therefore, the trip generation for the proposed Toll Brothers Uptown development was calculated utilizing the ITE Land Use 840 – Multifamily Housing (Mid-Rise).

The total trip generation for the proposed development is shown in **Table 3**.

Table 3 – Trip Generation – Proposed Development

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Multifamily Housing (Mid-Rise)	221	423	Dwelling Units	1,971	175	40	135	165	104	61

The proposed Toll Brothers Uptown development is anticipated to generate a total of 1,971 daily trips, with 175 trips occurring in the AM peak hour and 165 trips in the PM peak hour.

Detailed trip generation calculations can be found in **Appendix E**.

5.1.2. EXISTING DEVELOPMENT

As previously mentioned, the existing site is occupied by the Earnhardt Chevrolet automobile sales dealership. Therefore, the trips generated by 71,582 square foot automobile sales dealership was calculated utilizing ITE Lane Use 840 – Automobile Sales (New). The total trip generation for the existing development is shown in **Table 4**.

Table 4 – Trip Generation – Existing Development

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Automobile Sales (New)	840	71.6	1000 SF GFA	1,993	133	97	36	173	69	104

5.2. TRIP GENERATION COMPARISON

A trip generation comparison was completed between the proposed Toll Brothers Uptown development and the existing automobile sales dealership. See **Table 5** below.

Table 5 – Trip Generation Comparison

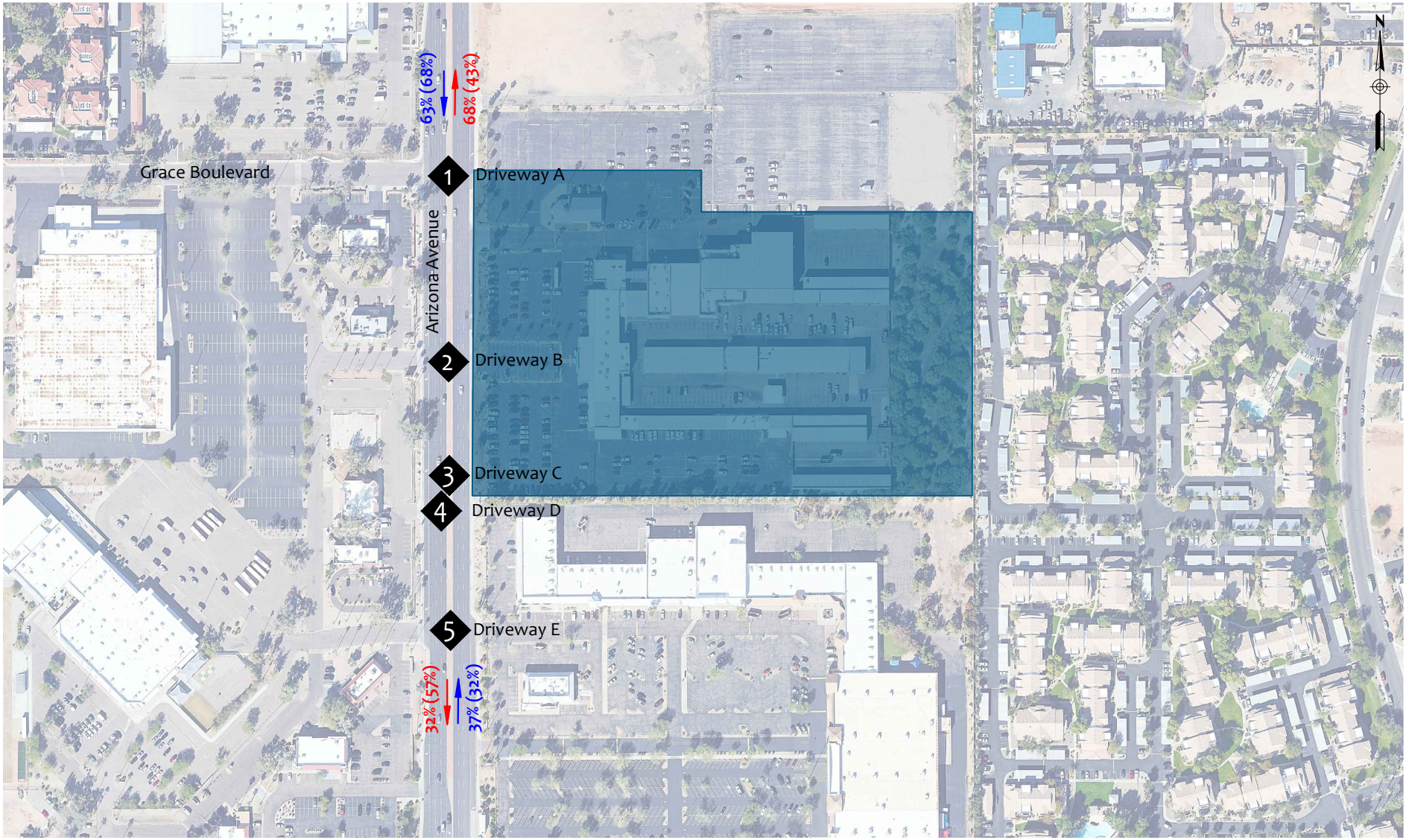
Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Existing Development	840	71.6	1000 SF GFA	1,993	133	97	36	173	69	104
Proposed Development	221	423	Dwelling Units	1,971	175	40	135	165	104	61
			Difference	-22	42	-57	99	-8	35	-43

The proposed development generates 22 fewer weekday trips, with 42 more trips during the AM peak hour and 8 fewer trips during the PM peak hour, when compared to the existing automobile sales dealership.

5.3. TRIP DISTRIBUTION AND ASSIGNMENT

The trip distribution procedure determines the general pattern of travel for vehicles entering and exiting the proposed development. The trip distribution for the proposed development is largely based on the distribution of the existing traffic with adjustments to account for the anticipated changes in traffic patterns along the surrounding roadway network. The trip distribution is shown in **Figure 6**.

The trip assignment was generally based on proximity of the driveways, permitted turn movements, as well as ease and probability of use respective to each land use within the site. The site generated traffic volumes are shown in **Figure 7**.



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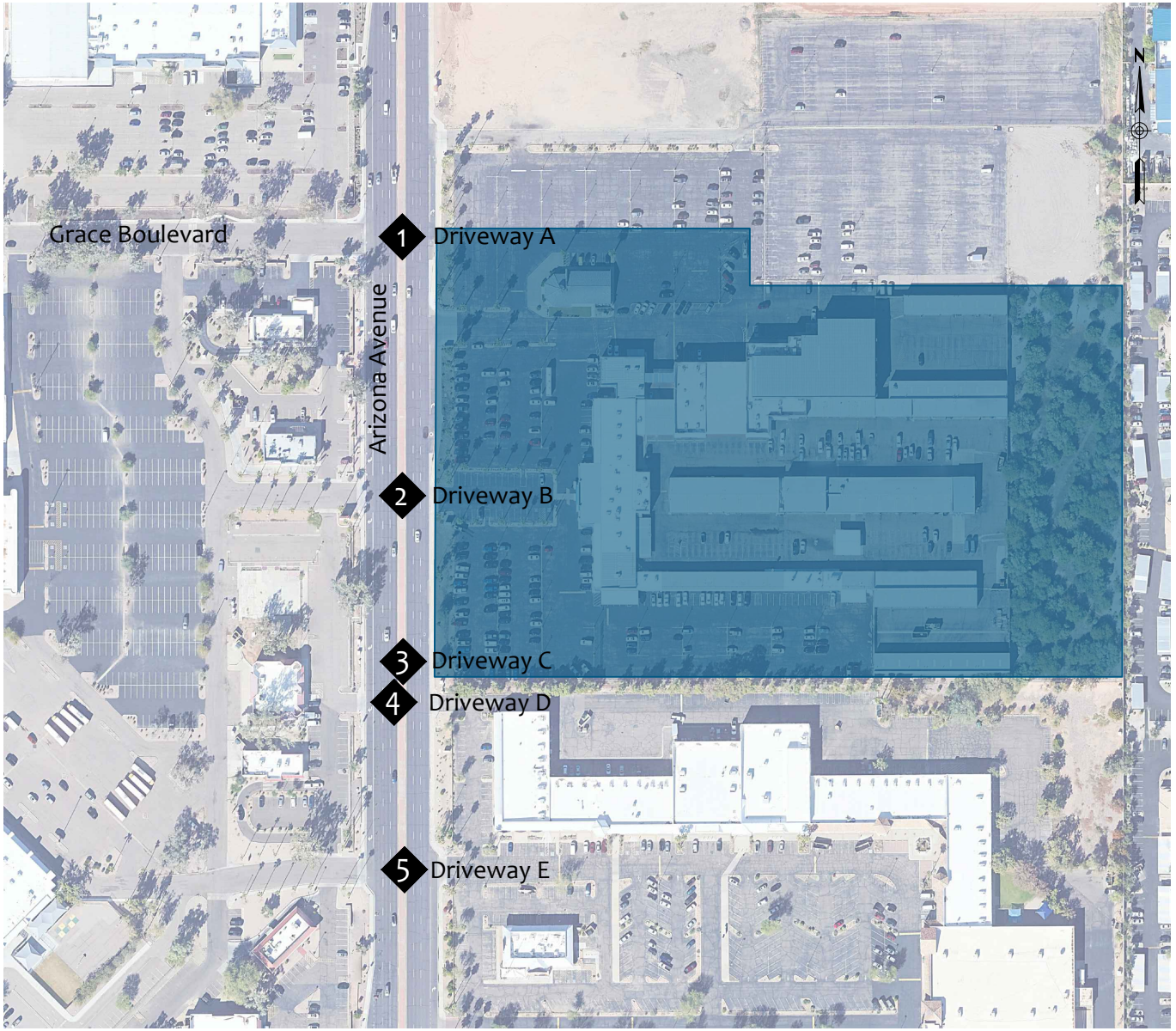
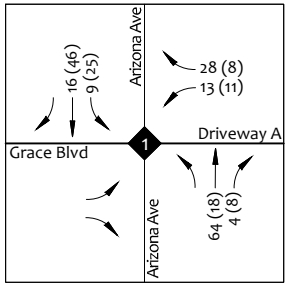
XX% Inbound Trip Distribution Percentages

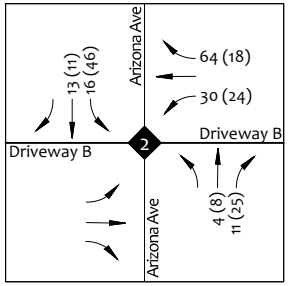
XX% Outbound Trip Distribution Percentages

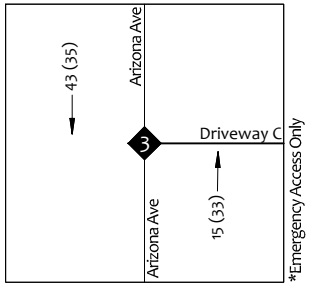
X Intersection

FIGURE 6 | TRIP DISTRIBUTION









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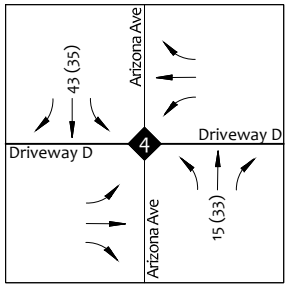

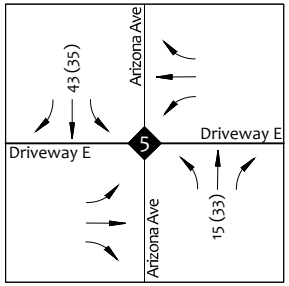

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AM (PM) Peak Hour Traffic Volumes

X Intersection

FIGURE 7 | SITE GENERATED TRAFFIC VOLUMES

6. FUTURE CONDITIONS (YEAR 2027 – OPENING YEAR)

The Toll Brothers Uptown development is anticipated to be completed and open in the year 2027. Therefore, this section analyzes the effects the proposed development will have on the surrounding roadway network during the year 2027.

6.1. YEAR 2027 BACKGROUND TRAFFIC VOLUMES

According to the 2023 Maricopa Association of Government (MAG) socioeconomic projections within the proposed study area, it is estimated that in the year 2030 the population within the Regional Analysis Zone (RAZ) will be approximately 53,951. MAG estimates that the 202 population of the surrounding area to be 52,605. This results in an approximate annual growth rate of 0.25%. As a conservative approach, a 1.0% annual growth rate was utilized.

This annual growth rate of 1.0% was applied to the existing traffic volumes (**Figure 4**) to estimate the ambient traffic growth in the surrounding area. See **Appendix F** for MAG socioeconomic projections.

Surrounding Developments

Additionally, the following development project within the vicinity of the proposed development was considered when projecting the future background volumes.

Alta Uptown

The proposed Alta Uptown residential development is located on the southeast corner of Arizona Avenue and Corporate Place. The traffic volumes associated with this site were obtained from the *Alta Uptown Traffic Impact Study*, dated December 1, 2021. According to this Traffic Impact Study, the proposed Alta Uptown development will be comprised of 431 multifamily residential units and is anticipated to open in the year 2024. The traffic volumes generated by the Alta Uptown were obtained from this Traffic Impact Study. The Alta Uptown peak hour site traffic volumes are included in the year 2027 background volumes shown in **Figure 8**. See **Appendix G** for excerpts of the *Alta Uptown Traffic Impact Study*, dated December 1, 2021.

See **Figure 8** for the year 2027 background traffic volumes which includes the ambient growth and the surrounding development identified above.

6.2. YEAR 2027 BUILD TRAFFIC VOLUMES

To determine 2027 build traffic volumes, site traffic volumes (**Figure 7**) were added to the 2027 background traffic volumes (**Figure 8**). This represents year 2027 traffic volumes with the build out of the proposed Toll Brothers Uptown. The year 2027 build traffic volumes are shown in **Figure 9**.

6.3.YEAR 2027 NO BUILD CAPACITY ANALYSIS

The capacity and level of service for the study area intersections were evaluated for the year 2027 no build scenario. The corresponding traffic volumes are shown in **Figure 8**. A peak hour factor (PHF) of 0.92 was utilized.

The results of the 2027 no build capacity analysis level of service is shown in **Figure 10**. The results of the capacity analyses reveal that all movements operate at a LOS D or better. The year 2027 AM and PM peak hour level of service and delay for the study intersections are shown in **Table 6**.

The year 2027 no build capacity analysis sheets can be found in **Appendix H**.

6.4. YEAR 2027 BUILD CAPACITY ANALYSIS

The year 2027 build capacity analysis was completed for the study intersections and driveways during the AM and PM peak hour. The analysis for the study area intersections were evaluated using the methodology described in **Section 4.2**. A PHF of 0.92 was utilized.

The following improvements were included in the year 2027 capacity analysis:

- **Arizona Avenue and Grace Boulevard/Driveway A (1)**
  - Buildout of full-access point on the east leg of the intersection

- **Arizona Avenue and Driveway B (2)**
  - Buildout of full-access point on the east leg of the intersection

- **Arizona Avenue and Driveway C (3)**
  - Buildout of an emergency access only driveway.

The capacity and level of service for the study area intersections were evaluated for the year 2027 build traffic volumes (**Figure 9**). The results of the 2027 build capacity analysis level of are shown in **Figure 11**. The results of the capacity analyses reveal that all movements operate at a LOS D or better, with the exception of:

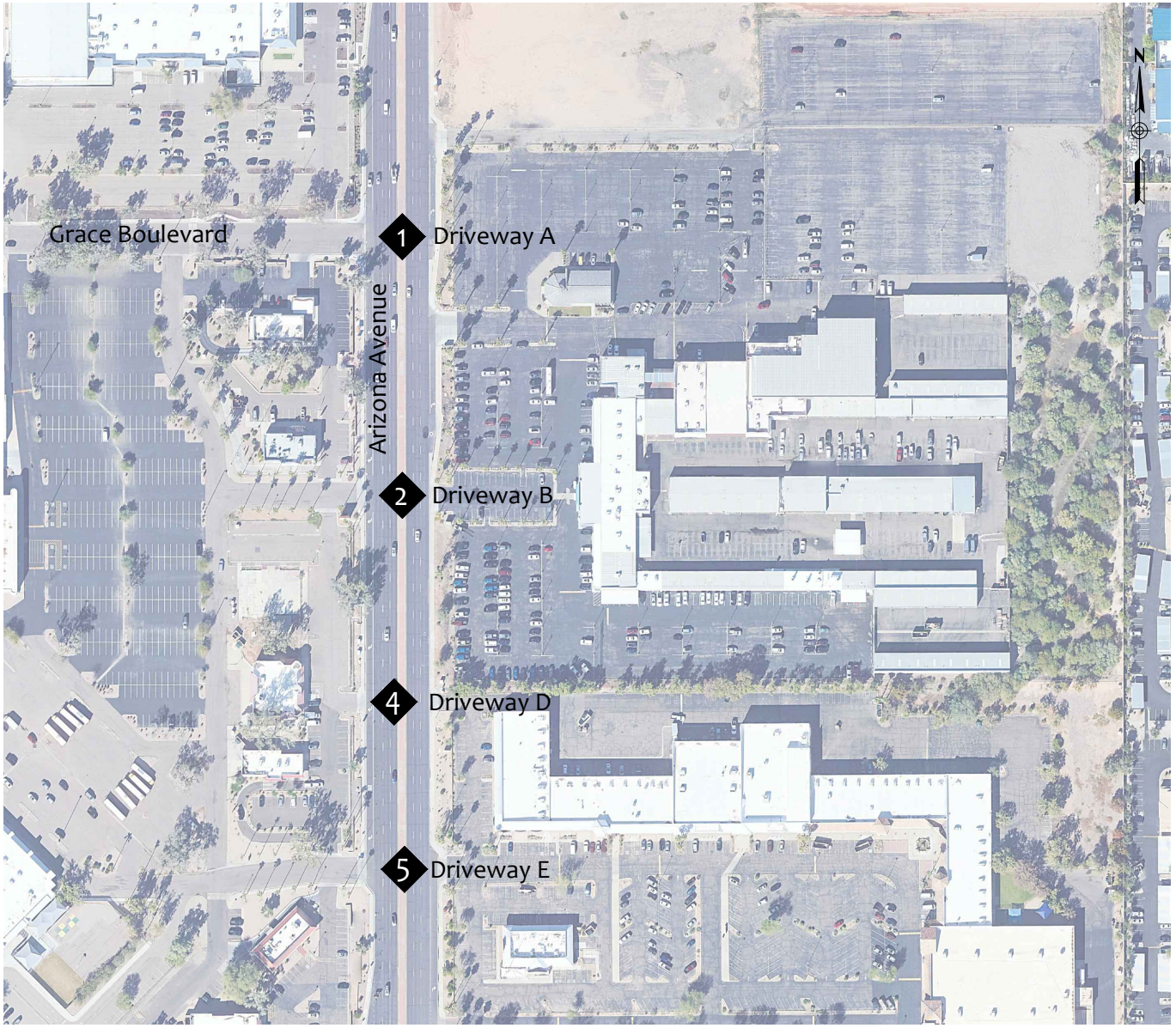
- **Arizona Avenue and Grace Boulevard/Driveway A (1)**
  - Eastbound left PM peak hour operates at LOS F

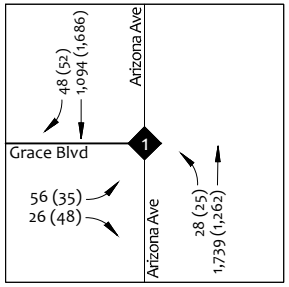
Delays are typical during peak hours for minor-to-major turning movements as well as for movements at stop-controlled intersections. Drivers familiar with the area often choose to use alternate routes during peak hours or drive at different times to avoid potential delay. Therefore, improvements to mitigate LOS F at the above intersections are not recommended as part of this study.

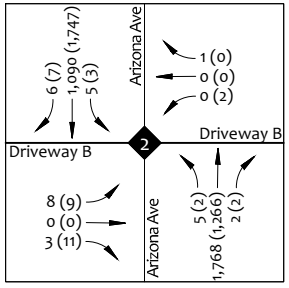
The year 2027 AM and PM peak hour level of service, delay, and volume-to-capacity ratios for the study intersections are shown in **Table 6.** The year 2027 build capacity analysis sheets can be found in **Appendix I.**

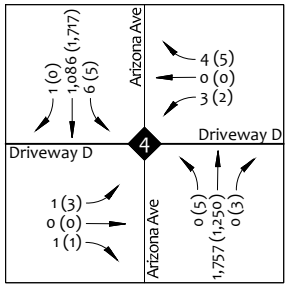
Table 6 – Year 2027 Level of Service, Delay, and V/C Ratio

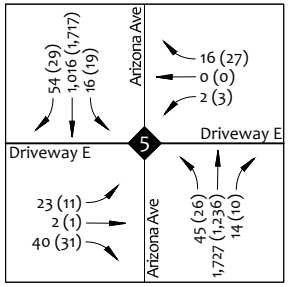
Intersection	Year 2027 No Build						Year 2027 Build					
	AM PEAK			PM PEAK			AM PEAK			PM PEAK		
	LOS	DELAY	V/C	LOS	DELAY	V/C	LOS	DELAY	V/C	LOS	DELAY	V/C
Arizona Avenue and Grace Boulevard/Driveway A (1)												
Eastbound Left	C	17.4	0.173	D	33.4	0.232	D	15.1	0.146	F	129.4	0.613
Eastbound Right	A	10.0	0.038	B	10.8	0.077	A	10.0	0.038	B	10.8	0.077
Westbound Shared Left-Through-Right	-	-	-	-	-	-	C	18.8	0.146	D	29.4	0.123
Northbound Left	B	12.1	0.056	C	18.2	0.090	B	12.2	0.058	C	19.3	0.098
Southbound Left	-	-	-	-	-	-	C	16.4	0.030	B	13.8	0.062
Arizona Avenue and Driveway B (2)												
Eastbound Shared Left-Through-Right	B	11.8	0.022	C	16.8	0.067	B	13.4	0.027	C	21.6	0.091
Westbound Shared Left-Through-Right	B	10.4	0.002	B	13.6	0.005	-	-	-	-	-	-
Westbound Left	-	-	-	-	-	-	D	34.8	0.213	C	19.0	0.092
Westbound Right	-	-	-	-	-	-	B	11.0	0.104	A	10.0	0.026
Northbound Left	B	11.1	0.009	C	16.7	0.007	B	11.2	0.009	C	16.9	0.007
Southbound Left	C	17.2	0.018	B	12.8	0.007	C	18.0	0.059	B	14.2	0.113
Arizona Avenue and Driveway D (4)												
Eastbound Shared Left-Through-Right	B	11.0	0.004	C	22.9	0.021	B	11.0	0.004	D	25.3	0.024
Westbound Shared Left-Through-Right	C	15.8	0.022	B	11.3	0.013	C	16.5	0.024	B	11.7	0.014
Northbound Left	A	0.0	-	C	17.4	0.018	A	0.0	-	C	18.2	0.020
Southbound Left	C	17.4	0.022	B	12.9	0.012	C	17.7	0.023	B	13.3	0.012
Corporate Place and Driveway D (5)												
Eastbound Shared Left-Through-Right	C	20.2	0.230	C	24.7	0.204	C	22.6	0.258	D	28.1	0.232
Westbound Shared Left-Through-Right	B	14.1	0.047	B	11.0	0.051	B	14.6	0.049	B	11.2	0.053
Northbound Left	B	12.9	0.097	C	18.2	0.094	B	13.4	0.103	C	19.0	0.099
Southbound Left	C	17.6	0.057	B	13.1	0.044	C	17.9	0.059	B	13.5	0.047









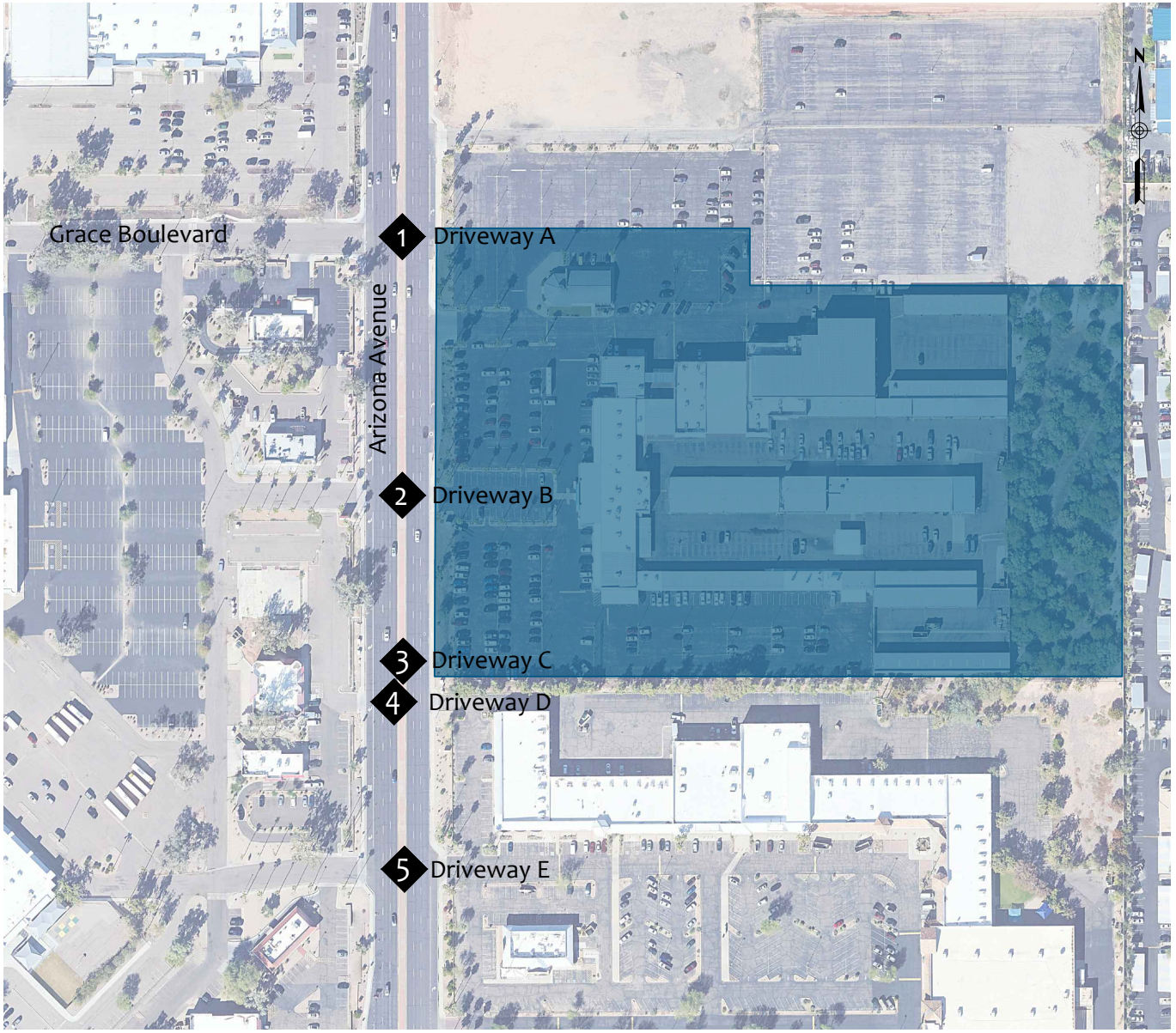


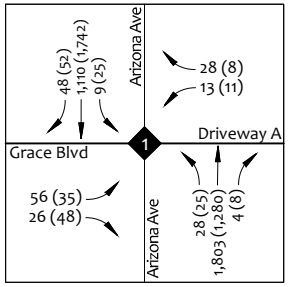
Legend

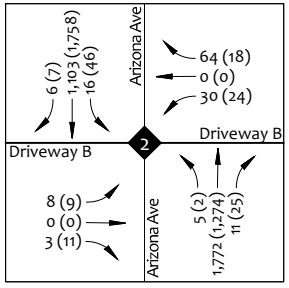
AM (PM) Peak Hour Traffic Volumes

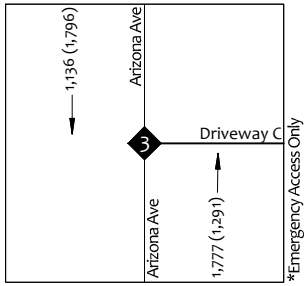
X Intersection

FIGURE 8 | YEAR 2027 BACKGROUND TRAFFIC VOLUMES









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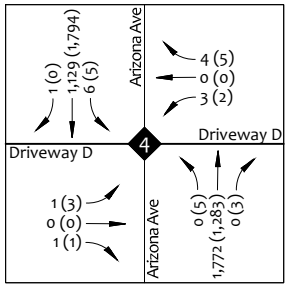

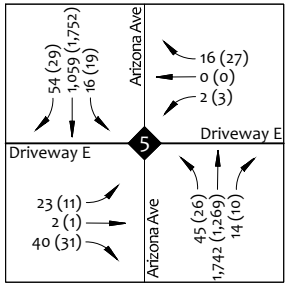

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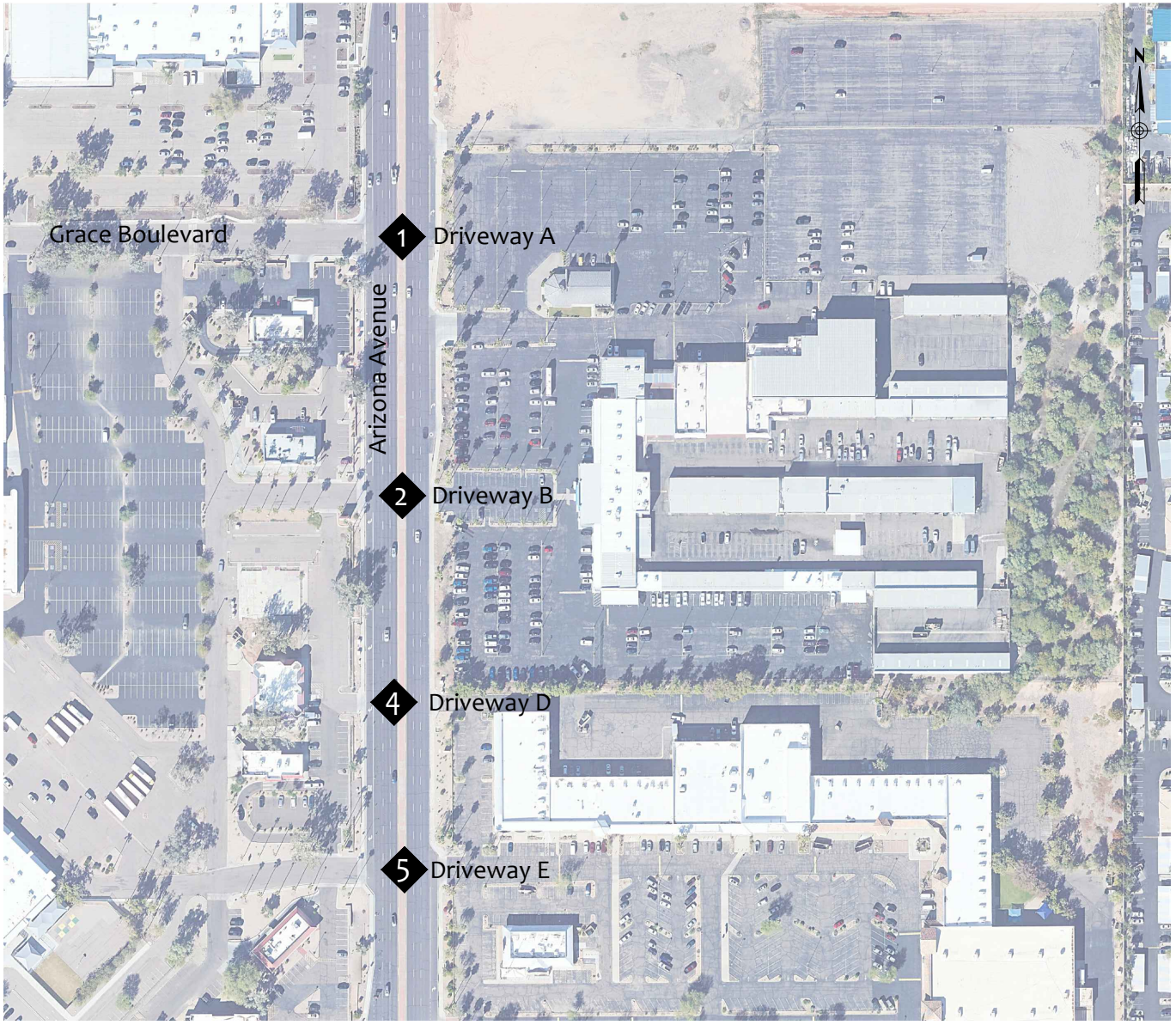
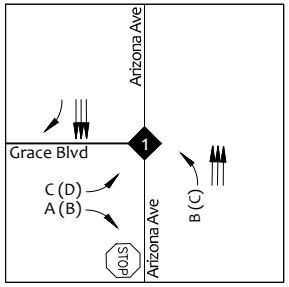
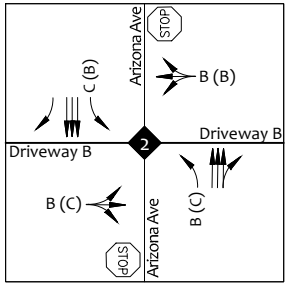
AM (PM) Peak Hour Traffic Volumes

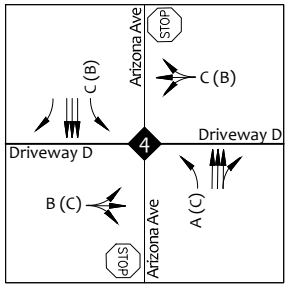
X Intersection

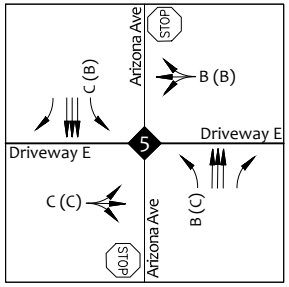
FIGURE 9 | YEAR 2027 BUILD TRAFFIC VOLUMES











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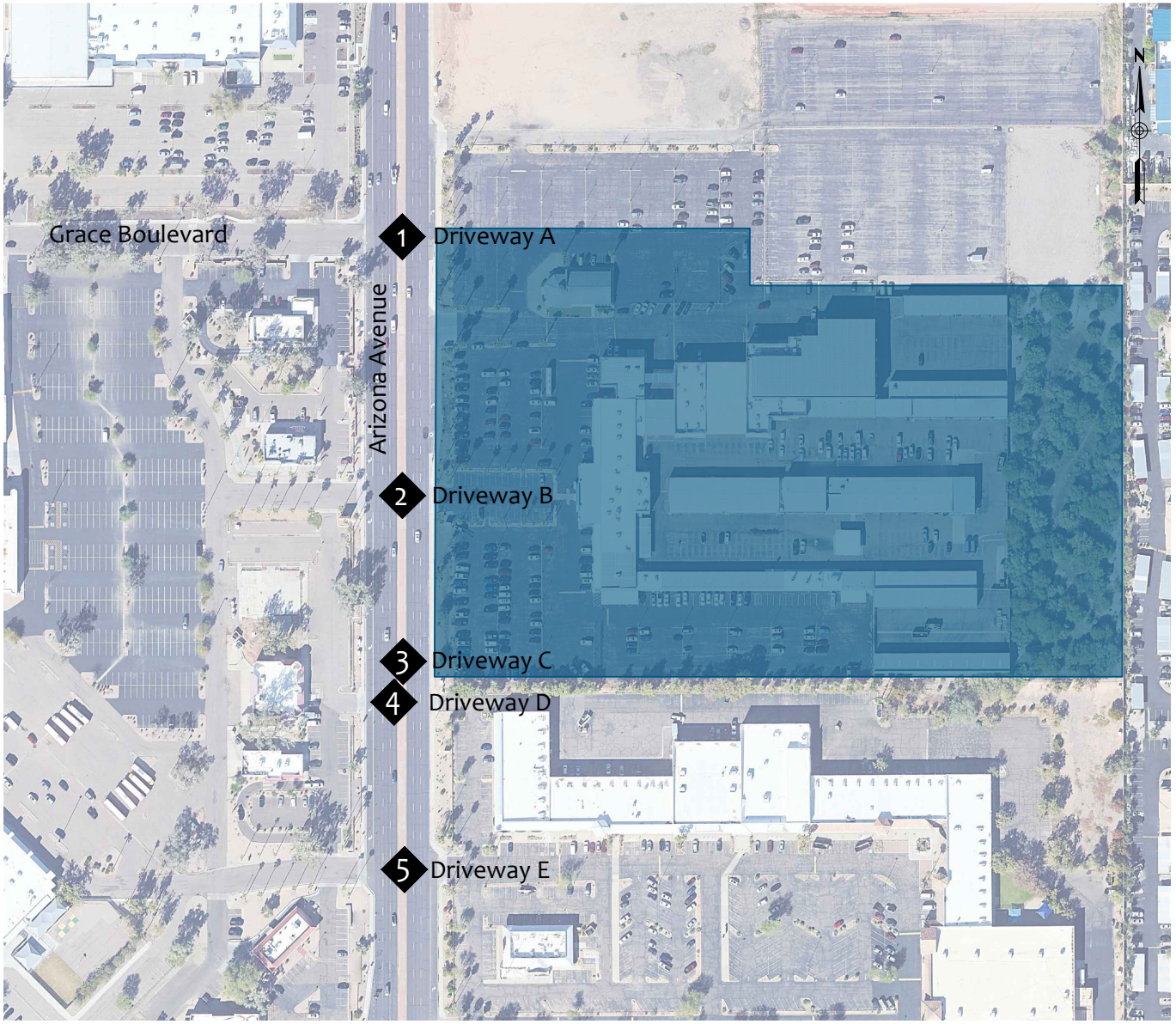
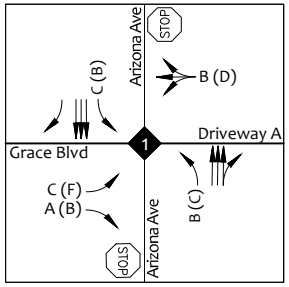
AM(PM) Peak Hour Capacity Analysis

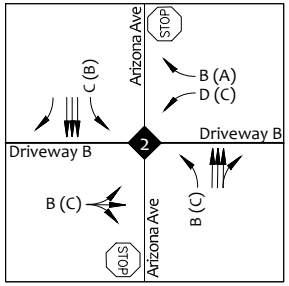
X Intersection

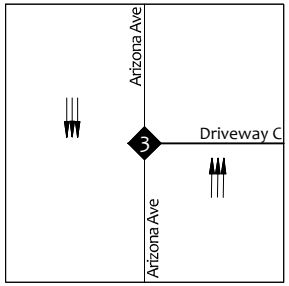
Lane Configuration

FIGURE 10 | YEAR 2027 NO BUILD CAPACITY ANALYSIS









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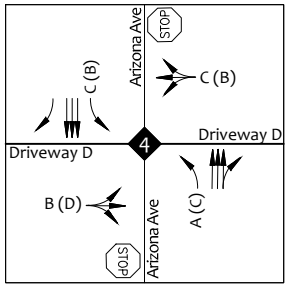
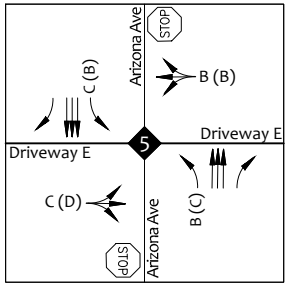




Legend

AM(PM)	Peak Hour Capacity Analysis
X	Intersection
	Lane Configuration

FIGURE 11 | YEAR 2027 BUILD CAPACITY ANALYSIS

7. FUTURE CONDITIONS (YEAR 2032)

This section analyzes the effects the proposed development will have on the surrounding roadway network during the year of 2032, 5 years after the opening year.

7.1. YEAR 2032 BACKGROUND TRAFFIC VOLUMES

Similar to the year 2027 background traffic volumes described in detail in **Section 6.1**, a 1.0% annual growth rate was applied to the existing traffic volumes through the year 2032. Additionally, the surrounding development identified in **Section 6.1** was included in the year 2032 background volumes.

The year 2032 background traffic volumes are shown in **Figure 12**.

7.2. YEAR 2032 BUILD TRAFFIC VOLUMES

When the total site traffic (**Figure 7**) were added to the year 2032 background traffic (**Figure 12**), the result is the 2032 build traffic volumes. This represents the traffic volumes with the build out of the proposed development. The year 2032 build traffic volumes are shown in **Figure 13**.

7.3. YEAR 2032 NO BUILD CAPACITY ANALYSIS

The capacity and level of service for the study area intersections were evaluated for the year 2032 no build scenario. The corresponding traffic volumes are shown in **Figure 12**. A PHF of 0.92 was utilized.

The results of the 2032 no build capacity analysis level of service is shown in **Figure 14**. The results of the capacity analyses reveal that all movements operate at a LOS D or better, with the exception of:

- **Arizona Avenue and Grace Boulevard/Driveway A (1)**
  - Eastbound left PM peak hour operates at LOS E

The year 2032 AM and PM peak hour level of service and delay for the study intersections are shown in **Table 7**. The year 2032 no build capacity analysis sheets can be found in **Appendix J**.

7.4.YEAR 2032 BUILD CAPACITY ANALYSIS

The year 2032 build capacity analysis was completed for the study intersections and driveways during the AM and PM peak hour. The analysis for the study area intersections were evaluated using the methodology described in **Section 4.2**. A PHF of 0.92 was utilized.

The improvements identifed in **Section 6.4** were included in the year 2032 build scenario.

The capacity and level of service for the study area intersections were evaluated for the year 2032 build traffic volumes (**Figure 13**). The results of the 2032 build capacity analysis level of service are shown in **Figure 15**. The results of the capacity analyses reveal that all movements operate at a LOS D or better, with the exception of:

The results of the capacity analyses reveal that all movements operate at a LOS D or better, with the exception of:

- **Arizona Avenue and Grace Boulevard/Driveway A (1)**
    - Eastbound left PM peak hour operates at LOS F

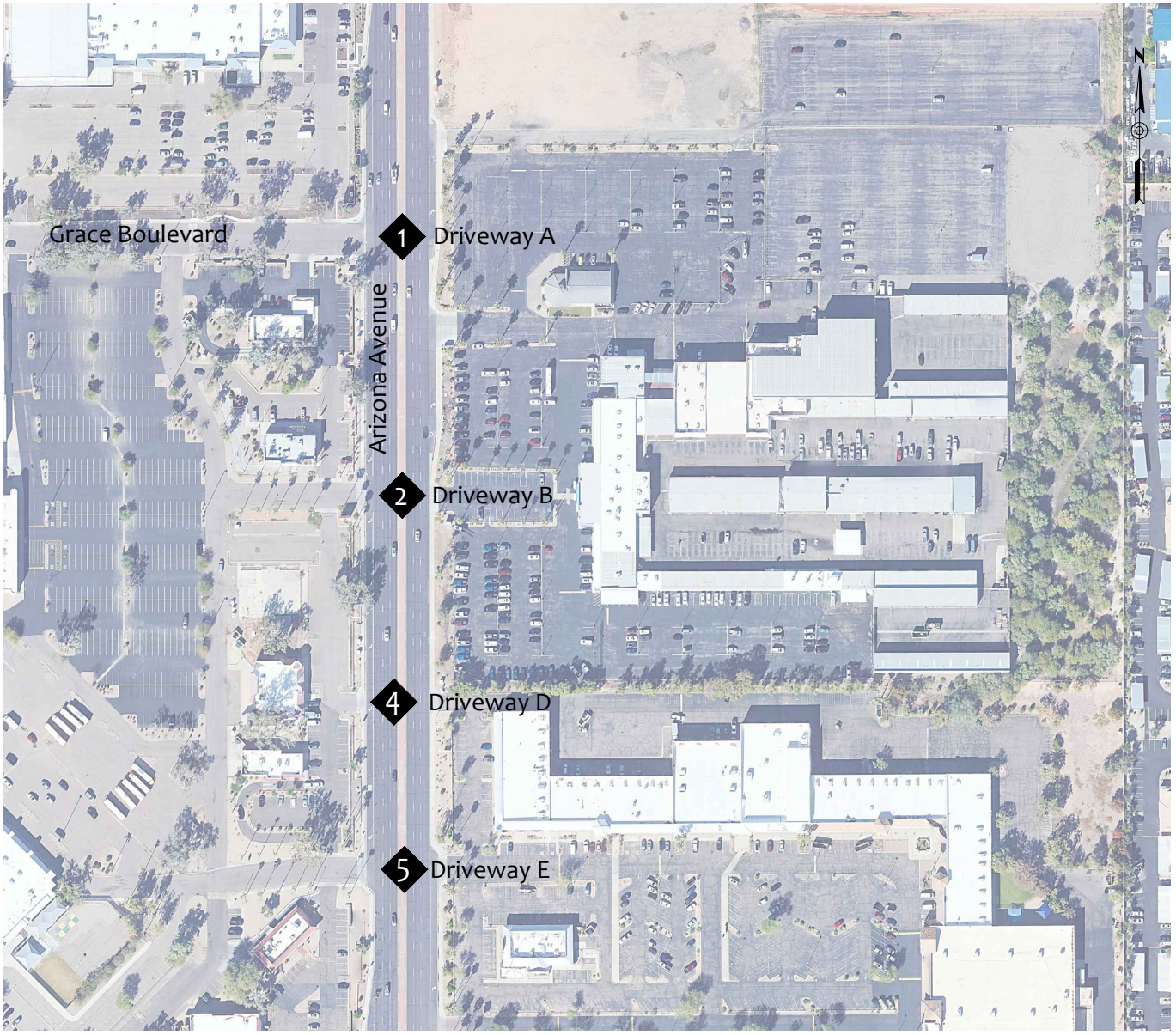
- **Arizona Avenue and Driveway B (2)**
    - Westbound left AM peak hour operates at LOS E

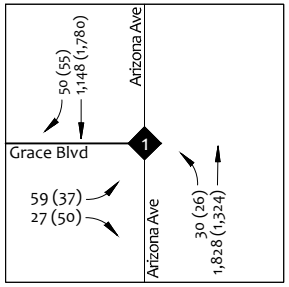
Delays are typical during peak hours for minor-to-major turning movements as well as for movements at stop-controlled intersections. Drivers familiar with the area often choose to use alternate routes during peak hours or drive at different times to avoid potential delay. Therefore, improvements to mitigate LOS E or F at the above intersections are not recommended as part of this study.

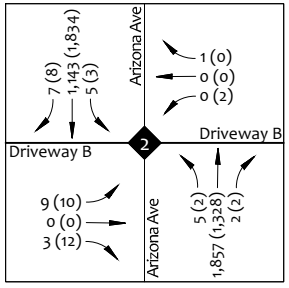
The year 2032 AM and PM peak hour level of service, delay, and volume-to-capacity ratios for the study intersections are shown in **Table 7**. The year 2032 build capacity analysis sheets can be found in **Appendix K**.

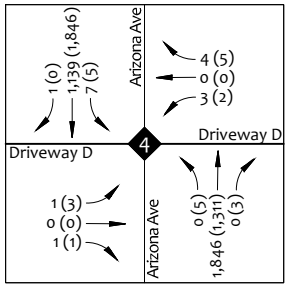
Table 7 – Year 2032 Level of Service, Delay, and V/C Ratio

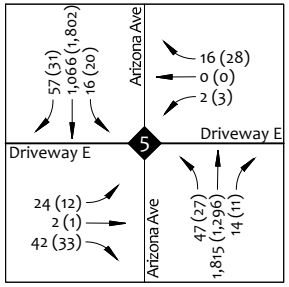
Intersection	Year 2032 No Build						Year 2032 Build					
	AM PEAK			PM PEAK			AM PEAK			PM PEAK		
	LOS	DELAY	V/C	LOS	DELAY	V/C	LOS	DELAY	V/C	LOS	DELAY	V/C
Arizona Avenue and Grace Boulevard/Driveway A (1)												
Eastbound Left	C	18.9	0.199	E	41.5	0.292	C	19.0	0.200	F	165.3	0.723
Eastbound Right	A	10.0	0.039	B	10.8	0.081	A	10.0	0.039	B	11.2	0.086
Westbound Shared Left-Through-Right	-	-	-	-	-	-	C	23.4	0.186	D	30.9	0.130
Northbound Left	B	12.7	0.065	C	20.5	0.109	B	12.9	0.067	C	18.9	0.099
Southbound Left	-	-	-	-	-	-	C	18.4	0.035	B	13.1	0.057
Arizona Avenue and Driveway B (2)												
Eastbound Shared Left-Through-Right	B	12.0	0.025	B	13.9	0.056	C	15.5	0.037	C	17.3	0.076
Westbound Shared Left-Through-Right	B	10.8	0.002	B	13.8	0.005	-	-	-	-	-	-
Westbound Left	-	-	-	-	-	-	E	48.2	0.283	C	15.5	0.071
Westbound Right	-	-	-	-	-	-	B	11.5	0.111	B	10.2	0.028
Northbound Left	B	11.6	0.010	C	16.3	0.007	B	11.7	0.010	C	16.5	0.007
Southbound Left	C	16.8	0.017	B	12.2	0.006	C	17.6	0.057	B	13.3	0.104
Arizona Avenue and Driveway D (4)												
Eastbound Shared Left-Through-Right	B	11.3	0.004	C	22.8	0.021	B	11.3	0.004	C	19.6	0.017
Westbound Shared Left-Through-Right	C	15.8	0.022	B	11.0	0.013	C	16.6	0.024	B	11.1	0.013
Northbound Left	A	0.0	-	C	17.0	0.018	A	0.0	-	C	17.8	0.019
Southbound Left	C	17.1	0.025	B	13.7	0.013	C	17.5	0.026	B	12.7	0.011
Corporate Place and Driveway D (5)												
Eastbound Shared Left-Through-Right	C	21.5	0.254	D	27.9	0.242	C	20.9	0.247	D	26.2	0.228
Westbound Shared Left-Through-Right	B	14.6	0.050	B	10.8	0.052	B	13.7	0.045	B	10.9	0.053
Northbound Left	B	13.6	0.109	C	17.8	0.094	B	12.7	0.098	C	18.7	0.100
Southbound Left	C	17.2	0.055	B	13.9	0.051	C	17.5	0.057	B	12.8	0.045









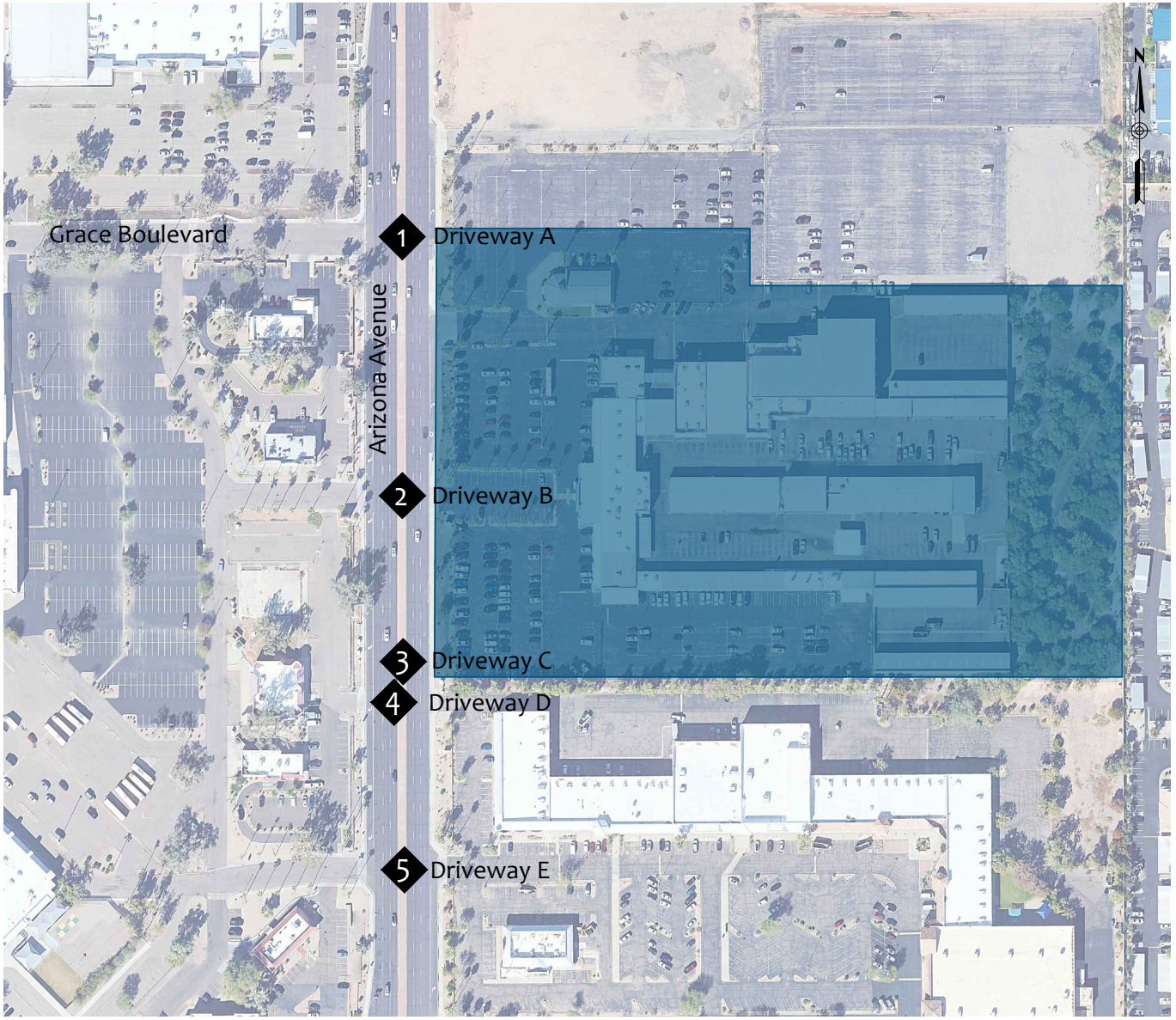


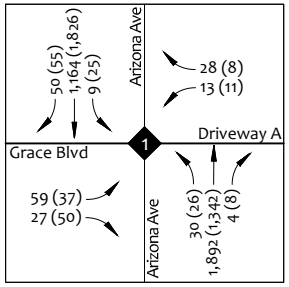
Legend

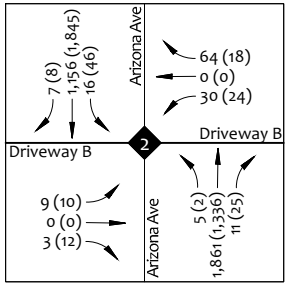
AM (PM) Peak Hour Traffic Volumes

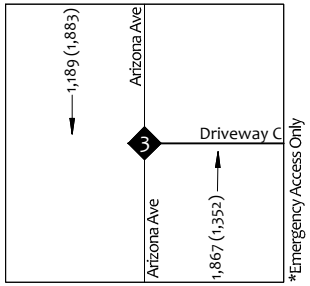
X Intersection

FIGURE 12 | YEAR 2032 BACKGROUND TRAFFIC VOLUMES









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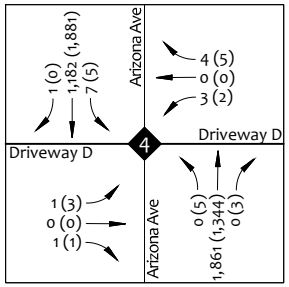

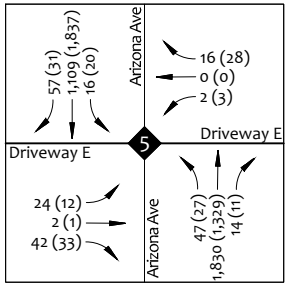

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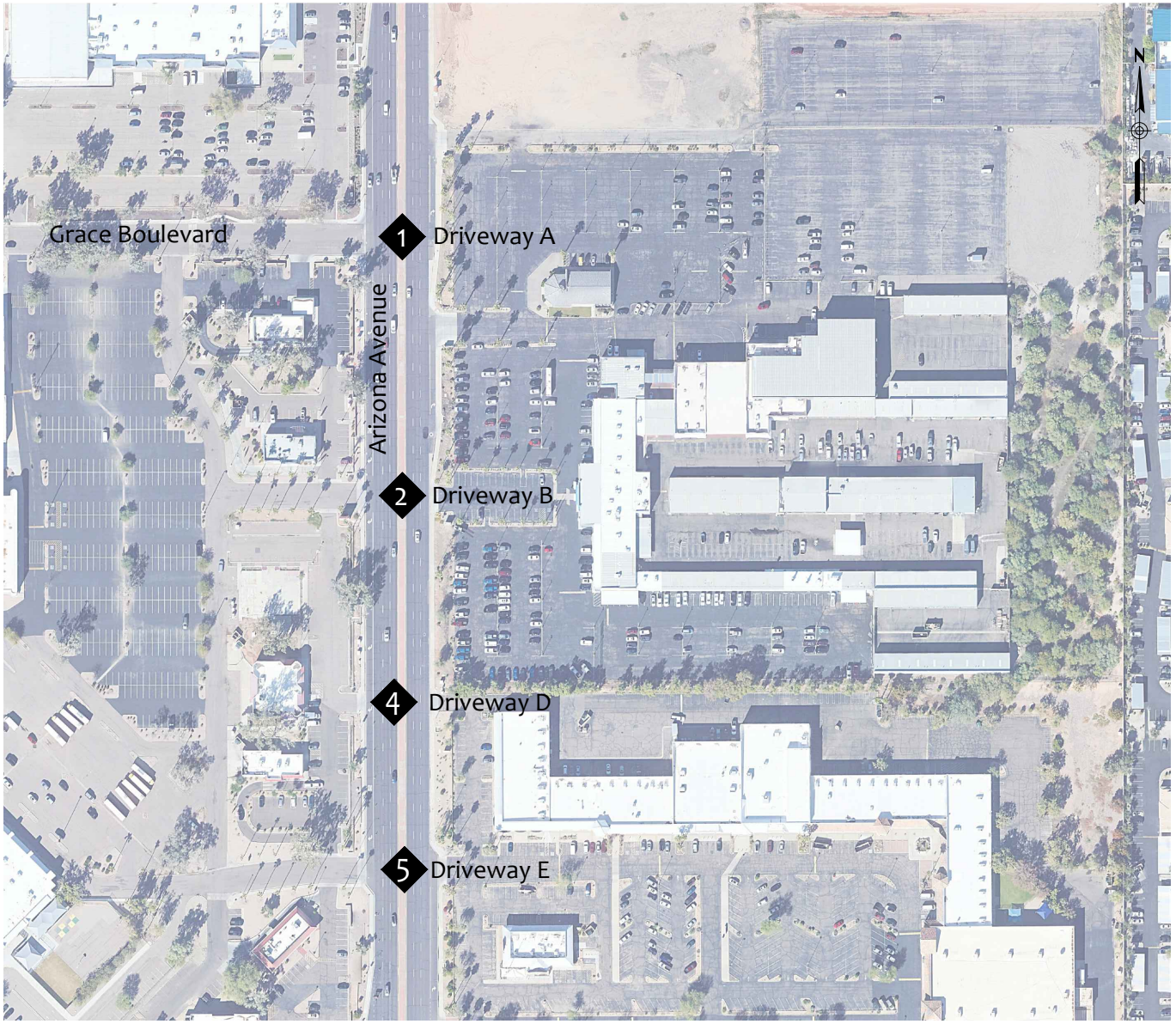
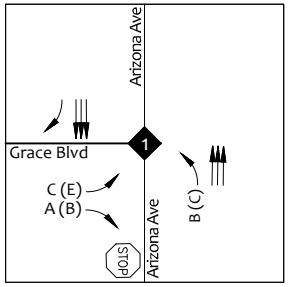
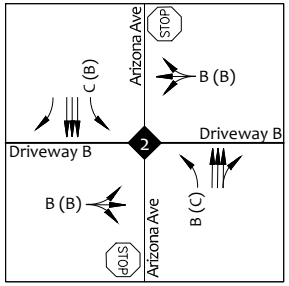
AM (PM) Peak Hour Traffic Volumes

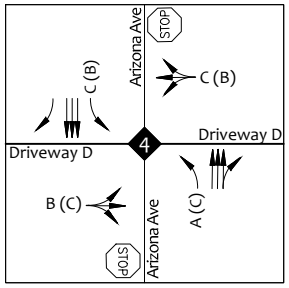
X Intersection

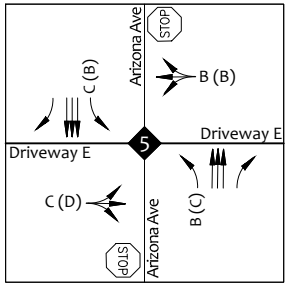
FIGURE 13 | YEAR 2032 BUILD TRAFFIC VOLUMES











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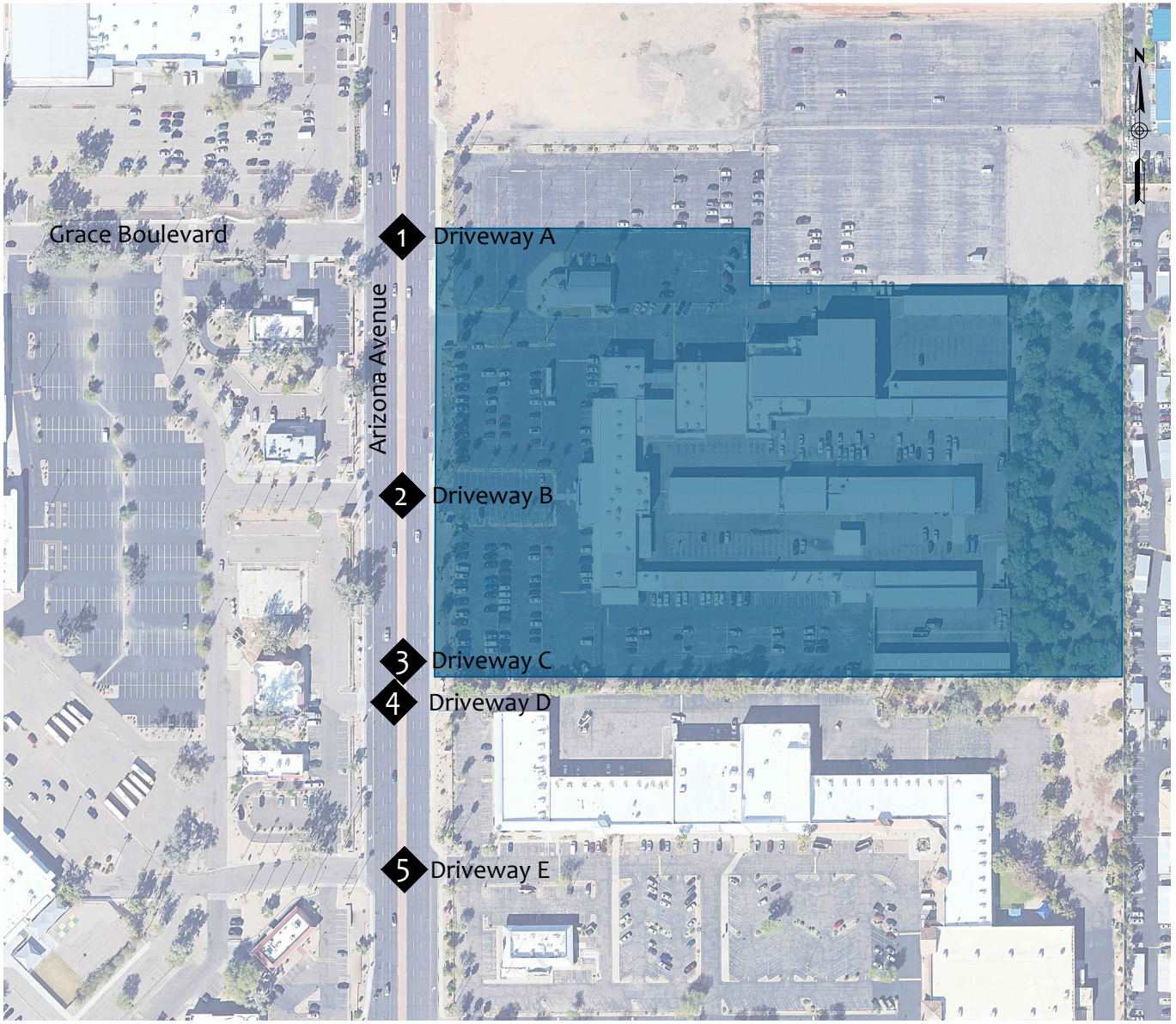
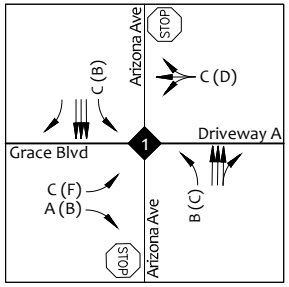
AM(PM) Peak Hour Capacity Analysis

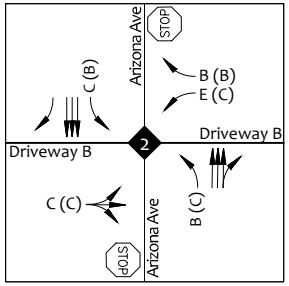
X Intersection

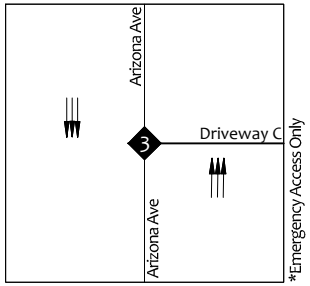
Lane Configuration

FIGURE 14 | YEAR 2032 NO BUILD CAPACITY ANALYSIS

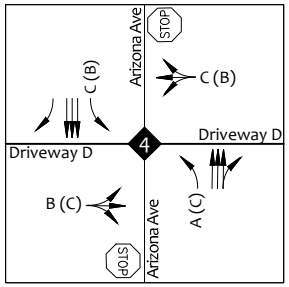


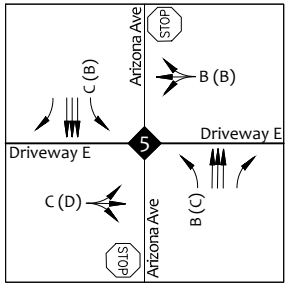






*Emergency Access Only





Legend

AM(PM) Peak Hour Capacity Analysis

X Intersection

Lane Configuration

FIGURE 15 | YEAR 2032 BUILD CAPACITY ANALYSIS

8. RIGHT TURN LANE WARRANTS

Turn lanes allow vehicles exiting a roadway to slow to a reduced speed to execute a turn without impeding the main flow of traffic. This section evaluates the need for right turn deceleration lanes. The *City of Chandler Engineering & Design Standards Manual (EDSM)*, 2023 Edition, was utilized to determine the need for right turn deceleration lanes at the proposed site driveways.

Per Section 4.2.10.1 *Right Turn Deceleration Lanes*, right turn deceleration lanes are required at all cross streets and driveways when projected right turn volume exceeds 40 vehicles per hour. As shown in the year 2032 build traffic volumes (**Figure 13**), right turn volumes do not exceed 40 vehicles per hour. Therefore, right turn deceleration lanes are not required per City of Chandler standards.

9. RECOMMENDATIONS AND CONCLUSIONS

The proposed Toll Brothers Uptown development is generally located on the southeast corner of Arizona Avenue and Grace Boulevard in the City of Chandler, Arizona.

The proposed development will be comprised of 423 dwelling units. Of which, there will be 40 studio units, 208 one-bedroom units, 137 two-bedroom units, and 38 three-bedroom units.

The proposed Toll Brothers Uptown development is anticipated to be completed and open in the year 2027.

The following are the recommendations with the build out of the proposed Toll Brothers Uptown development:

- **Arizona Avenue and Grace Boulevard/Driveway A (1)**
  - Buildout of full-access point on the east leg of the intersection

- **Arizona Avenue and Driveway B (2)**
  - Buildout of full-access point on the east leg of the intersection

- **Arizona Avenue and Driveway C (3)**
  - Buildout of an emergency access only driveway.

Appendix A – Proposed Site Plan

BUILDING #4 UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV. AREA
UNIT AS	STUDIO/1 BA	650 S.F.	16	10,400 S.F.
UNIT A1	1 BED/1 BA	787 S.F.	30	23,610 S.F.
UNIT A2	1 BED/1 BA	735 S.F.	22	16,170 S.F.
UNIT A6	1 BED/1 BA	752 S.F.	8	6,016 S.F.
UNIT B1	2 BED/2 BA	1,068 S.F.	8	8,544 S.F.
UNIT B2	2 BED/2 BA	1,153 S.F.	22	25,366 S.F.
UNIT B4	2 BD (DEN) 1 BA	1,067 S.F.	20	21,340 S.F.
UNIT B5	2 BED/2 BA	1,208 S.F.	8	9,664 S.F.
UNIT C1	3 BED/2 BA	1,450 S.F.	14	23,300 S.F.
TOTAL:			148 D.U.	141,410 S.F.
AVG. S.F.				955 S.F.
BUILDING NET RENTABLE S.F.				±132,402 S.F.
BUILDING GROSS S.F.				±190,281 S.F.

BUILDING #3 UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV. AREA
UNIT AS	STUDIO/1 BA	650 S.F.	8	5,200 S.F.
UNIT A1	1 BED/1 BA	787 S.F.	6	4,722 S.F.
UNIT A2	1 BED/1 BA	735 S.F.	10	7,350 S.F.
UNIT A6	1 BED/1 BA	752 S.F.	0	0 S.F.
UNIT B1	2 BED/2 BA	1,068 S.F.	0	0 S.F.
UNIT B2	2 BED/2 BA	1,153 S.F.	3	3,459 S.F.
UNIT B4	2 BD (DEN) 1 BA	1,067 S.F.	8	8,836 S.F.
UNIT B5	2 BED/2 BA	1,208 S.F.	0	0 S.F.
UNIT C1	3 BED/2 BA	1,450 S.F.	7	10,150 S.F.
TOTAL:			42 D.U.	39,417 S.F.
AVG. S.F.				939 S.F.
BUILDING NET RENTABLE S.F.				±36,892 S.F.
BUILDING GROSS S.F.				±57,042 S.F.

BUILDING #2 UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV. AREA
UNIT AS	STUDIO/1 BA	650 S.F.	0	0 S.F.
UNIT A1	1 BED/1 BA	787 S.F.	9	7,083 S.F.
UNIT A2	1 BED/1 BA	735 S.F.	18	13,230 S.F.
UNIT A6	1 BED/1 BA	752 S.F.	0	0 S.F.
UNIT B1	2 BED/2 BA	1,068 S.F.	4	4,272 S.F.
UNIT B2	2 BED/2 BA	1,153 S.F.	10	11,530 S.F.
UNIT B4	2 BD (DEN) 1 BA	1,067 S.F.	8	8,536 S.F.
UNIT B5	2 BED/2 BA	1,208 S.F.	0	0 S.F.
UNIT C1	3 BED/2 BA	1,450 S.F.	7	10,150 S.F.
TOTAL:			56 D.U.	54,801 S.F.
AVG. S.F.				979 S.F.
BUILDING NET RENTABLE S.F.				±51,323 S.F.
BUILDING GROSS S.F.				±77,978 S.F.

BUILDING #1 UNIT MIX:

UNIT TYPE		GROSS LIV	UNITS	TOTAL LIV. AREA
UNIT AS	STUDIO/1 BA	650 S.F.	16	10,400 S.F.
UNIT A1	1 BED/1 BA	787 S.F.	33	25,971 S.F.
UNIT A2	1 BED/1 BA	735 S.F.	64	47,040 S.F.
UNIT A6	1 BED/1 BA	752 S.F.	8	6,016 S.F.
UNIT B1	2 BED/2 BA	1,068 S.F.	0	0 S.F.
UNIT B2	2 BED/2 BA	1,153 S.F.	30	34,590 S.F.
UNIT B4	2 BD (DEN) 1 BA	1,067 S.F.	0	0 S.F.
UNIT B5	2 BED/2 BA	1,208 S.F.	16	19,328 S.F.
UNIT C1	3 BED/2 BA	1,450 S.F.	10	14,500 S.F.
TOTAL:			177 D.U.	157,845 S.F.
AVG. S.F.				891 S.F.
BUILDING NET RENTABLE S.F.				±147,466 S.F.
BUILDING GROSS S.F.				±238,816 S.F.

PROJECT DATA

SITE DATA:

SITE AREA:	±14.1 NET ACRES (±615,548 S.F.) ±15.0 GROSS ACRES (±652,729 S.F.)
ZONING:	EXISTING: C-3 PROPOSED: XX
APN NO'S.:	XX
PROPOSED USE:	MULTI-FAMILY
MAXIMUM DENSITY ALLOWED:	XX
PROPOSED DENSITY:	31 DU/NET AC
MAXIMUM BUILDING HEIGHT:	XXX
PROPOSED BUILDING HEIGHT:	4 STORY 48FT/51FT PARAPETS AND 54FT STAIR & ELEVATOR SHAFTS
LOT COVERAGE	158,557 S.F. / 615,548 S.F. = 25.8%

UNIT MIX:

STUDIO UNITS:	40 (9.4%)
ONE BEDROOM UNITS:	208 (49.2%)
TWO BEDROOM UNITS:	137 (32.4%)
THREE BEDROOM UNITS:	38 (9.0%)
TOTAL:	423 D.U.

UNIT TYPE		GROSS LIV	UNITS	%	TOTAL LIV. AREA
UNIT AS	STUDIO/1 BA	650 S.F.	40	9.4%	26,000 S.F.
UNIT A1	1 BED/1 BA	787 S.F.	78	18.4%	61,386 S.F.
UNIT A2	1 BED/1 BA	735 S.F.	114	27.0%	83,790 S.F.
UNIT A6	1 BED/1 BA	752 S.F.	16	3.8%	12,032 S.F.
UNIT B1	2 BED/2 BA	1,068 S.F.	12	2.8%	12,816 S.F.
UNIT B2	2 BED/2 BA	1,153 S.F.	65	15.4%	74,945 S.F.
UNIT B4	2 BD (DEN) 1 BA	1,067 S.F.	36	8.5%	38,412 S.F.
UNIT B5	2 BED/2 BA	1,208 S.F.	24	5.7%	28,992 S.F.
UNIT C1	3 BED/2 BA	1,450 S.F.	38	9.0%	55,100 S.F.
TOTAL:			423 D.U.		393,473 S.F.
AVG. S.F.					930 S.F.

PARKING:

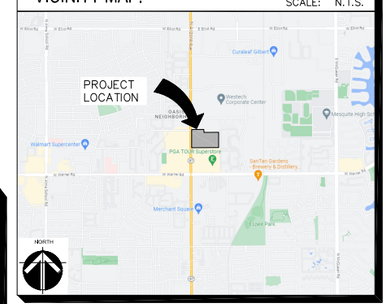
REQUIRED:	
STUDIO (1 PER UNIT)	40 P.S.
ONE BED UNIT (1.5 PER UNIT)	312 P.S.
TWO BED UNIT (2 PER UNIT)	274 P.S.
THREE BED UNIT (2.25 PER UNIT)	86 P.S.
GUEST PARKING (0.25 PER UNIT)	106 P.S.
TOTAL PROVIDED:	818 P.S.
PROVIDED:	
GARAGE PARKING	121 P.S.
TANDEM PARKING	121 P.S.
COVERED PARKING	302 P.S.
OPEN PARKING	203 P.S.
TOTAL PROVIDED:	747 P.S.
	1.77 SPACE PER UNIT
ACCESSIBLE PARKING:	(14 STANDARD AND 2 VAN STALLS) 16 P.S.

SYMBOL SCHEDULE

- # OF SPACES IN ROW
- 9'X19' PARKING SPACE
- 28' INSIDE TURNING RADIUS
- 48' OUTSIDE TURNING RADIUS
- IN ACCORDANCE WITH FIRE DEPT STANDARDS
- ACCESSIBLE PARKING SPACE
- PEDESTRIAN CROSSWALK
- FIRE HYDRANT

VICINITY MAP:

SCALE: N.T.S.



SITE PLAN NOTES

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPING AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN PHASE.
2. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
3. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
4. ALL EXTERNAL LIGHTING SHALL BE LOCATED AND DESIGNED TO PREVENT RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED.
5. THE FIRE DEPARTMENT DOUBLE CHECK ASSEMBLY SHALL BE PAINTED TO MATCH ADJACENT WALL COLOR.
6. SIGNS REQUIRE A SEPARATE PERMIT.
7. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED/CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR THE PROJECT.
8. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACK-FLOW DEVICES AND ANY OTHER UTILITY EQUIPMENT, NOT ABLE TO BE SCREENED BY LANDSCAPING OR WALLS SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
9. ALL WALLS OVER 7FT IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.

NORTH

SITE PLAN "L"

SCALE: 1'-0" = 50'

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

EXPIRES 9/30/22

CORPORATE PLACE ON AZ AVE

Apartment Homes

CHANDLER, ARIZONA

TOLL BROTHERS APARTMENT LIVING

8767 E. VIA DE VENTURA, SUITE 390, SCOTTSDALE, AZ. 85258

REVISIONS:
1 –
2 –
3 –
4 –
5 –

JOB NO: 21-040
DATE: JUNE 09, 2021
SCALE:
SHEET NO:

A1.0

© BILTFORM ARCHITECTURE GROUP, INC.

Appendix B – Parcel Information

302-29-009E **Commercial Parcel**

This is a Commercial parcel located at 2121 N ARIZONA AVE CHANDLER 85225. The current owner is EARNHARDT ARIZONA PROPERTIES LLC. Its current year full cash value is $4,964,764.

MAPS | PICTOMETRY | $ VIEW/PAY TAX BILL | DEED
OWNER | VALUATIONS | ADDITIONAL INFO | MAP FERRET
SIMILAR PARCELS | REGISTER RENTAL | PRINT DETAILS

PROPERTY INFORMATION

2121 N ARIZONA AVE CHANDLER 85225

MCR #	
Description	S 550F OF N 1100F OF S 2055F OF W 1055F SW4 SEC 15 EX E 161.88F TH/OF & EX W 55F RD
Lat/Long	|
Lot Size	460,952 sq ft.
Zoning	C-3
Lot #	
High School District	GILBERT UNIFIED #41
Elementary School District	GILBERT UNIFIED SCHOOL DISTRICT
Local Jurisdiction	CHANDLER
S/T/R	15 1S 5E
Market Area/Neighborhood	01/012
Subdivision (0 Parcels)	

OWNER INFORMATION

EARNHARDT ARIZONA PROPERTIES LLC

Mailing Address	7300 W ORCHID LN, CHANDLER, AZ 85226
Deed Number	
Last Deed Date	
Sale Date	n/a
Sale Price	n/a

VALUATION INFORMATION

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL

Tax Year	2024	2023	2022	2021
Full Cash Value	$4,964,764	$6,799,400	$5,831,800	$5,852,100
Limited Value	$4,964,764	$5,079,047	$4,837,188	$4,606,846
Legal Class	1.12	1.12	1.12	1.12
Description	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P
Assessment Ratio	16.5%	17%	17.5%	18%
Assessed LPV	$819,186	$863,438	$846,508	$829,232
Property Use Code	1820	1820	1820	1820
PU Description	Auto Sales and Service	Auto Sales and Service	Auto Sales and Service	Auto Sales and Service
Tax Area Code	410300	410300	410300	410300
Valuation Source	Notice	Notice	Notice	Notice

ADDITIONAL PROPERTY INFORMATION

Additional property data.

Description	Imp #	Occupancy	Rank	CCI	Age	Sq Ft.
Automobile Showroom	000101	303	2	C	40	18,263
Office Building	000102	344	2	C	37	2,320
Service Repair Garage	000103	528	2	S	36	10,920
Service Repair Garage	000201	528	2	S	40	5,568
Service Repair Garage	000202	528	2	S	27	3,874

Description	Imp #	Occupancy	Rank	CCI	Age	Sq Ft.
Service Repair Garage	000301	528	2	S	37	20,600
Car Wash - Drive Thru	000302	435	2	C	24	1,600
Automobile Showroom	000401	303	2	C	35	3,289
Site Improvements	000501	163	2	D	37	1
Service Repair Garage	000601	528	2	S	21	5,148
Golf Starter Booth	000701	183	2	S	40	120

MAP FERRET MAPS

Mapferret maps, also known as MapId maps, pdf maps, or output maps are now available here without having to search.

- Parcel Maps (2)
- Book/Map Maps (14)

CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION ON THIS WEBSITE BEFORE RELYING ON IT.

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. Please contact the Maricopa County S.T.A.R. Center at (602) 506-3406 if you believe any information is incomplete, out of date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. In many instances, the Assessor has gathered information from independent sources and made it available on this site, and the original information may have contained errors and omissions. Errors and omissions may also have occurred in the process of gathering, interpreting, and reporting the information. Information on the website is not updated in "real time". In addition, users are cautioned that the process used on this site to illustrate the boundaries of the adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted on this site are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided on this site is not the equivalent of a title report or a real estate survey. Users should independently research, investigate and verify all information before relying on it or in the preparation of legal documents.

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302-29-009G **Commercial Parcel**

This is a Commercial parcel located at 2121 N ARIZONA AVE CHANDLE CHANDLER 85225. The current owner is EARNHARDT ARIZONA PROPERTIES LLC. Its current year full cash value is $26.

MAPS | PICTOMETRY | $ VIEW/PAY TAX BILL | DEED

OWNER | VALUATIONS | MAP FERRET | SIMILAR PARCELS

REGISTER RENTAL | PRINT DETAILS

PROPERTY INFORMATION

2121 N ARIZONA AVE CHANDLE CHANDLER 85225

MCR #	
Description	E 161.88F OF S 550F OF N 1100F OF S 2055F OF W 1055F SW4 SEC 15
Lat/Long	|
Lot Size	81,941 sq ft.
Zoning	C-3
Lot #	
High School District	GILBERT UNIFIED #41
Elementary School District	GILBERT UNIFIED SCHOOL DISTRICT
Local Jurisdiction	CHANDLER
S/T/R	15 1S 5E
Market Area/Neighborhood	01/012
Subdivision (0 Parcels)	

OWNER INFORMATION

EARNHARDT ARIZONA PROPERTIES LLC

Mailing Address	7300 W ORCHID LN, CHANDLER, AZ 85226

Deed Number	
Last Deed Date	
Sale Date	n/a
Sale Price	n/a

VALUATION INFORMATION

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL

Tax Year	2024	2023	2022	2021
Full Cash Value	$26	$458,400	$346,100	$346,100
Limited Value	$26	$226,816	$216,015	$205,729
Legal Class	1.12	1.12	1.12	1.12
Description	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P
Assessment Ratio	16.5%	17%	17.5%	18%
Assessed LPV	$4	$38,559	$37,803	$37,031
Property Use Code	1074	1074	1074	1074
PU Description	Misc. Commercial	Misc. Commercial	Misc. Commercial	Misc. Commercial
Tax Area Code	410300	410300	410300	410300
Valuation Source	Notice	Notice	Notice	Notice

MAP FERRET MAPS

Mapferret maps, also known as MapId maps, pdf maps, or output maps are now available here without having to search.

- Parcel Maps (2)
- Book/Map Maps (14)

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302-29-009L **Commercial Parcel**

This is a Commercial parcel The current owner is EARNHARDT ARIZONA PROPERTIES LLC. Its current year full cash value is $368,700.

MAPS | PICTOMETRY | $ VIEW/PAY TAX BILL | DEED

OWNER | VALUATIONS | MAP FERRET | SIMILAR PARCELS

REGISTER RENTAL | PRINT DETAILS

PROPERTY INFORMATION

MCR #	
Description	N 160.67F OF S 1665.67F OF E 1022F OF W 1055F OF SW4 SEC 15 P/F 16-0448116 EX W 22F RD P/F 85-319670 AND EX POR SW4 SEC 15 DAF COM SW COR SD SEC TH N 1631.03F TH E 55F POB TH N 391.01F TH E 1000.02F TH S 502.01F TH W 544.4F TH N 111F W 455F P/F 22-0909494 PER VESTING 16-0448116
Lat/Long	|
Lot Size	101,568 sq ft.
Zoning	C-3
Lot #	
High School District	GILBERT UNIFIED #41
Elementary School District	GILBERT UNIFIED SCHOOL DISTRICT
Local Jurisdiction	CHANDLER
S/T/R ⓘ	15 1S 5E
Market Area/Neighborhood	01/012
Subdivision (0 Parcels)	

OWNER INFORMATION

EARNHARDT ARIZONA PROPERTIES LLC

Mailing Address	7300 W ORCHID LN, CHANDLER, AZ 85226
Deed Number	
Last Deed Date	
Sale Date	n/a
Sale Price	n/a

VALUATION INFORMATION

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL

Tax Year	2024	2023
Full Cash Value	$368,700	$292,434
Limited Value	$202,785	$173,144
Legal Class	1.12	1.12
Description	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P
Assessment Ratio	16.5%	17%
Assessed LPV	$33,459	$29,434
Property Use Code	1074	1074
PU Description	Misc. Commercial	Misc. Commercial
Tax Area Code	410300	410300
Valuation Source	Notice	Notice

MAP FERRET MAPS

Mapferret maps, also known as MapId maps, pdf maps, or output maps are now available here without having to search.

Parcel Maps (1)

Book/Map Maps (14)

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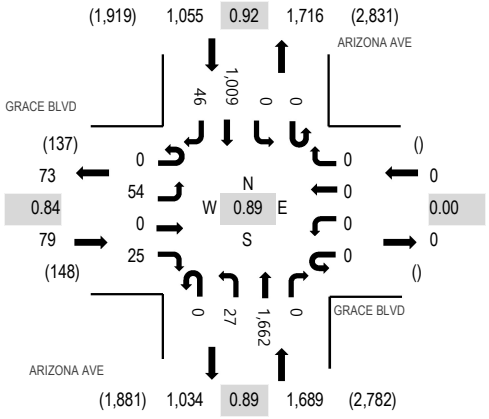
Appendix C – Traffic Count Data

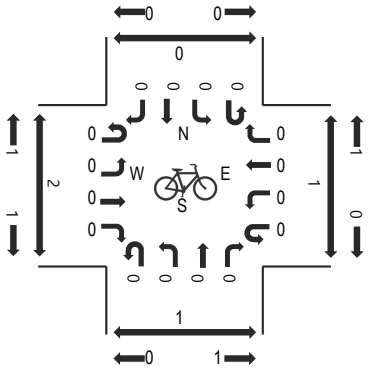
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 ARIZONA AVE & GRACE BLVD AM
Date: Thursday, September 7, 2023
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

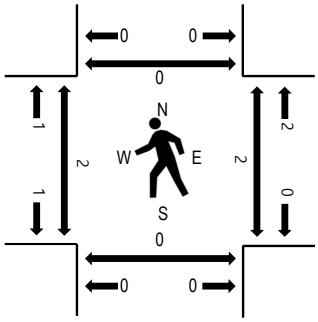
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	GRACE BLVD Eastbound				GRACE BLVD Westbound				ARIZONA AVE Northbound				ARIZONA AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	21	0	6	0	0	0	0	0	8	242	0	0	0	210	5	492	2,607	0	1	0	0
7:15 AM	0	10	0	5	0	0	0	0	0	3	360	0	0	0	234	15	627	2,823	1	0	0	0
7:30 AM	0	16	0	6	0	0	0	0	0	9	396	0	0	0	265	6	698	2,731	0	2	0	0
7:45 AM	0	20	0	7	0	0	0	0	0	6	469	0	0	0	283	5	790	2,566	0	0	0	0
8:00 AM	0	8	0	7	0	0	0	0	0	9	437	0	0	0	227	20	708	2,242	1	0	0	0
8:15 AM	0	13	0	3	0	0	0	0	0	4	315	0	0	0	192	8	535		0	1	0	0
8:30 AM	0	10	0	8	0	0	0	0	0	9	268	0	0	0	230	8	533		0	3	0	0
8:45 AM	0	5	0	3	0	0	0	0	0	6	241	0	0	0	195	16	466		0	1	0	0
Count Total	0	103	0	45	0	0	0	0	0	54	2,728	0	0	0	1,836	83	4,849		2	8	0	0
Peak Hour	0	54	0	25	0	0	0	0	0	27	1,662	0	0	0	1,009	46	2,823		2	2	0	0

ALL TRAFFIC DATA SERVICES
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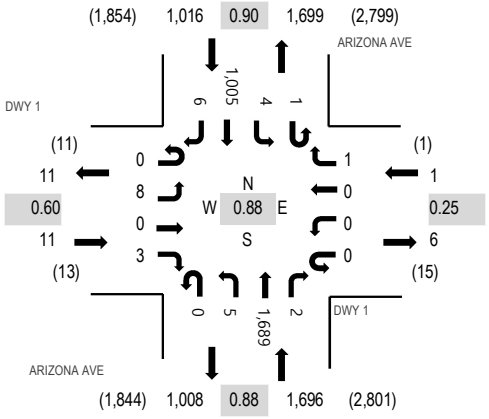
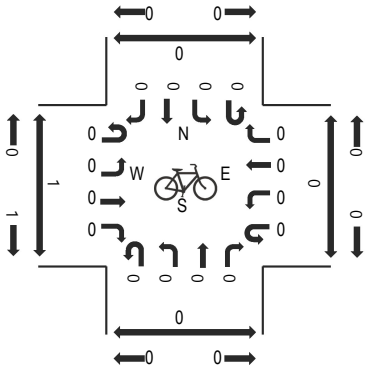
Location: 2 ARIZONA AVE & DWY 1 AM
Date: Thursday, September 7, 2023
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

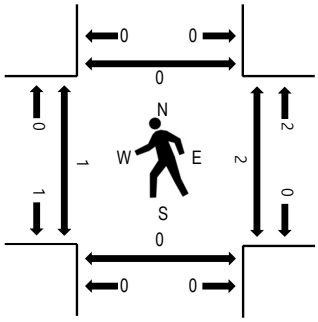
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DWY 1 Eastbound				DWY 1 Westbound				ARIZONA AVE Northbound				ARIZONA AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	0	0	0	0	0	254	0	0	0	214	0	468	2,515	0	1	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	1	371	0	1	0	234	2	609	2,724	0	0	0	0
7:30 AM	0	3	0	0	0	0	0	0	0	2	396	1	0	1	263	0	666	2,635	0	1	0	0
7:45 AM	0	4	0	1	0	0	0	0	0	1	482	1	0	1	280	2	772	2,480	0	1	0	0
8:00 AM	0	1	0	2	0	0	0	1	0	1	440	0	0	2	228	2	677	2,154	1	0	0	0
8:15 AM	0	0	0	1	0	0	0	0	0	0	320	2	0	2	195	0	520		0	0	0	0
8:30 AM	0	1	0	0	0	0	0	0	0	0	275	1	0	1	233	0	511		0	2	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	250	3	0	0	193	0	446		0	0	0	0
Count Total	0	9	0	4	0	0	0	1	0	5	2,788	8	1	7	1,840	6	4,669		1	5	0	0
Peak Hour	0	8	0	3	0	0	0	1	0	5	1,689	2	1	4	1,005	6	2,724		1	2	0	0

ALL TRAFFIC DATA SERVICES
(303) 216-2439
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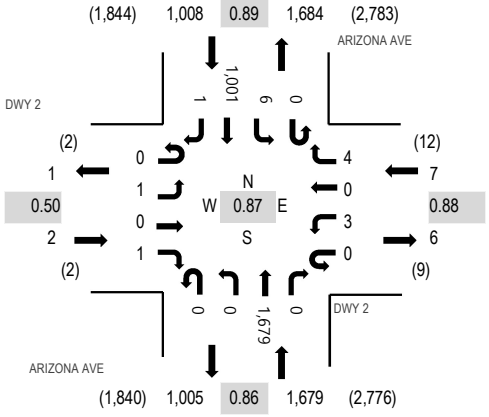
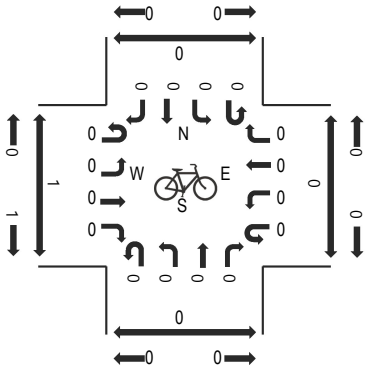
Location: 3 ARIZONA AVE & DWY 2 AM
Date: Thursday, September 7, 2023
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

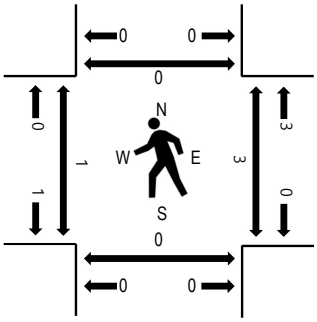
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DWY 2 Eastbound				DWY 2 Westbound				ARIZONA AVE Northbound				ARIZONA AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	1	0	1	0	0	254	0	0	0	208	0	464	2,507	0	2	0	0
7:15 AM	0	0	0	1	0	0	0	1	0	0	373	0	0	0	235	0	610	2,696	0	0	0	0
7:30 AM	0	0	0	0	0	1	0	1	0	0	393	0	0	1	266	0	662	2,605	0	2	0	0
7:45 AM	0	0	0	0	0	1	0	1	0	0	487	0	0	5	276	1	771	2,451	0	1	0	0
8:00 AM	0	1	0	0	0	1	0	1	0	0	426	0	0	0	224	0	653	2,127	1	0	0	0
8:15 AM	0	0	0	0	0	0	0	1	0	1	316	0	0	1	200	0	519		0	0	0	0
8:30 AM	0	0	0	0	0	0	0	1	0	0	275	0	0	2	230	0	508		0	0	0	0
8:45 AM	0	0	0	0	0	1	0	0	0	0	251	0	0	0	195	0	447		0	0	0	0
Count Total	0	1	0	1	0	5	0	7	0	1	2,775	0	0	9	1,834	1	4,634		1	5	0	0
Peak Hour	0	1	0	1	0	3	0	4	0	0	1,679	0	0	6	1,001	1	2,696		1	3	0	0

ALL TRAFFIC DATA SERVICES
(303) 216-2439
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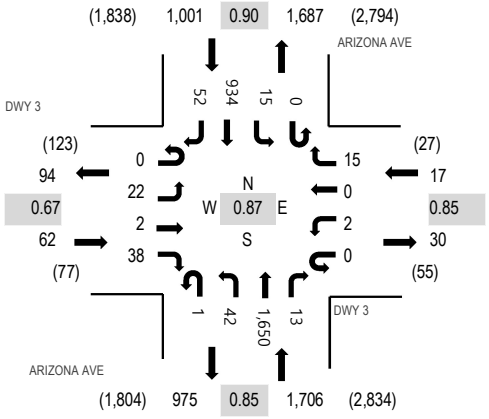
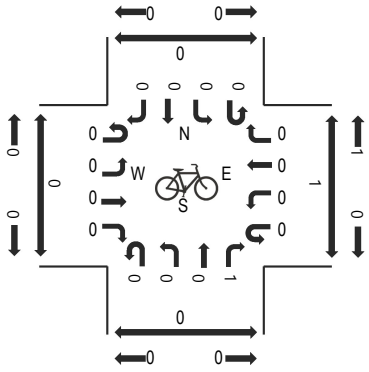
Location: 4 ARIZONA AVE & DWY 3 AM
Date: Thursday, September 7, 2023
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

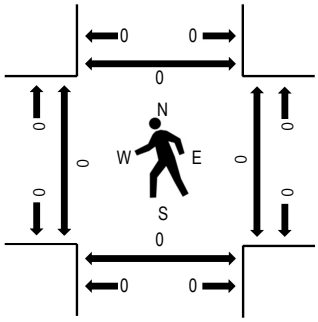
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DWY 3 Eastbound				DWY 3 Westbound				ARIZONA AVE Northbound				ARIZONA AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	2	0	0	0	3	0	2	247	3	0	3	203	4	467	2,587	0	1	0	0
7:15 AM	0	2	0	6	0	1	0	3	0	6	366	4	0	3	225	10	626	2,786	0	0	0	0
7:30 AM	0	7	1	15	0	0	0	5	0	14	381	2	0	5	247	13	690	2,698	0	0	0	0
7:45 AM	0	9	1	10	0	1	0	2	1	17	481	5	0	4	255	18	804	2,526	0	0	0	0
8:00 AM	0	4	0	7	0	0	0	5	0	5	422	2	0	3	207	11	666	2,189	0	0	0	0
8:15 AM	0	1	0	4	0	0	0	1	0	6	323	1	0	5	193	4	538		0	0	0	0
8:30 AM	0	0	0	4	0	0	0	2	0	3	272	5	0	0	229	3	518		0	0	0	0
8:45 AM	0	0	0	4	0	2	0	2	0	4	256	6	0	2	188	3	467		0	0	0	0
Count Total	0	23	2	52	0	4	0	23	1	57	2,748	28	0	25	1,747	66	4,776		0	1	0	0
Peak Hour	0	22	2	38	0	2	0	15	1	42	1,650	13	0	15	934	52	2,786		0	0	0	0

ALL TRAFFIC DATA SERVICES
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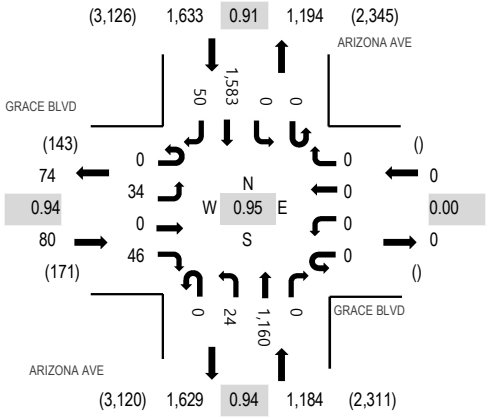
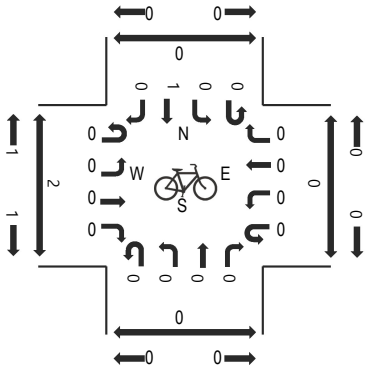
Location: 1 ARIZONA AVE & GRACE BLVD PM
Date: Thursday, September 7, 2023
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

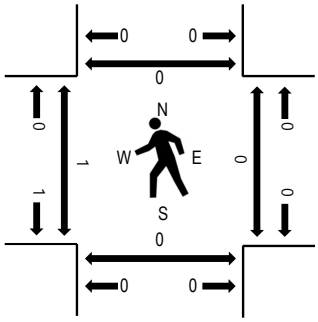
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	GRACE BLVD Eastbound				GRACE BLVD Westbound				ARIZONA AVE Northbound				ARIZONA AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	13	0	11	0	0	0	0	1	4	277	0	0	0	400	12	718	2,784	0	3	0	0
4:15 PM	0	10	0	9	0	0	0	0	0	7	288	0	0	0	390	10	714	2,816	0	1	0	0
4:30 PM	0	9	0	15	0	0	0	0	0	2	277	0	0	0	350	14	667	2,864	1	1	0	0
4:45 PM	0	10	0	4	0	0	0	0	0	5	312	0	0	0	340	14	685	2,897	0	0	0	0
5:00 PM	0	10	0	14	0	0	0	0	0	4	295	0	0	0	419	8	750	2,824	0	0	0	0
5:15 PM	0	8	0	12	0	0	0	0	0	8	287	0	0	0	434	13	762		0	0	0	0
5:30 PM	0	6	0	16	0	0	0	0	0	7	266	0	0	0	390	15	700		1	0	0	0
5:45 PM	0	14	0	10	0	0	0	0	0	8	263	0	0	0	305	12	612		0	0	0	0
Count Total	0	80	0	91	0	0	0	0	1	45	2,265	0	0	0	3,028	98	5,608		2	5	0	0
Peak Hour	0	34	0	46	0	0	0	0	0	24	1,160	0	0	0	1,583	50	2,897		1	0	0	0

ALL TRAFFIC DATA SERVICES
(303) 216-2439
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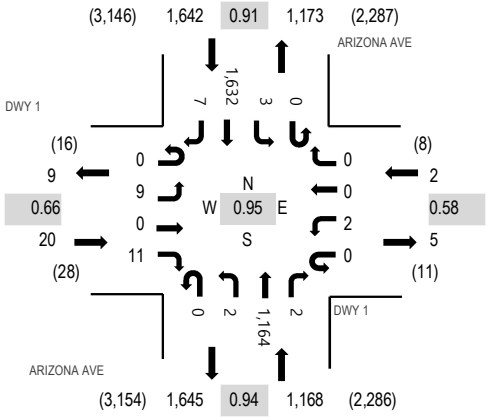
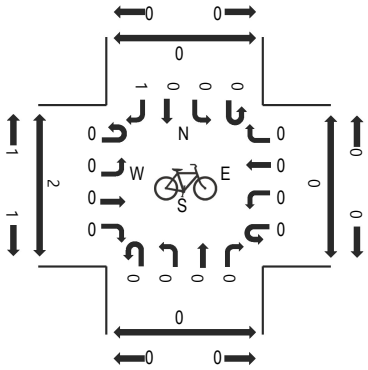
Location: 2 ARIZONA AVE & DWY 1 PM
Date: Thursday, September 7, 2023
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

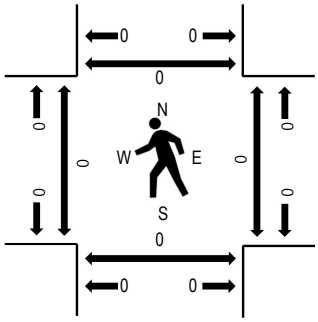
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DWY 1 Eastbound				DWY 1 Westbound				ARIZONA AVE Northbound				ARIZONA AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	1	0	1	0	0	277	2	0	0	407	1	689	2,706	0	0	0	0
4:15 PM	0	1	0	2	0	2	0	1	1	1	291	0	0	0	410	1	710	2,757	0	0	0	0
4:30 PM	0	0	0	2	0	1	0	0	0	0	276	3	0	1	361	1	645	2,789	1	1	0	0
4:45 PM	0	0	0	2	0	1	0	0	0	0	314	0	0	1	343	1	662	2,832	0	0	0	0
5:00 PM	0	3	0	5	0	0	0	0	0	2	294	1	0	1	432	2	740	2,762	0	0	0	0
5:15 PM	0	4	0	2	0	1	0	0	0	0	285	0	0	0	447	3	742		0	0	0	0
5:30 PM	0	2	0	2	0	0	0	0	0	0	271	1	0	1	410	1	688		0	0	0	0
5:45 PM	0	1	0	2	0	0	0	0	0	1	266	0	0	0	320	2	592		0	0	0	0
Count Total	0	11	0	17	0	6	0	2	1	4	2,274	7	0	4	3,130	12	5,468		1	1	0	0
Peak Hour	0	9	0	11	0	2	0	0	0	2	1,164	2	0	3	1,632	7	2,832		0	0	0	0

ALL TRAFFIC DATA SERVICES
(303) 216-2439
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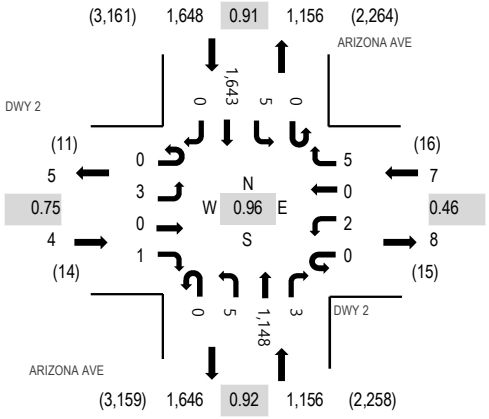
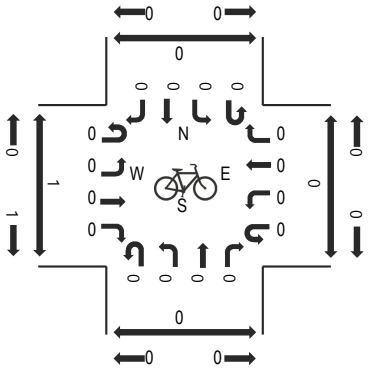
Location: 3 ARIZONA AVE & DWY 2 PM
Date: Thursday, September 7, 2023
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

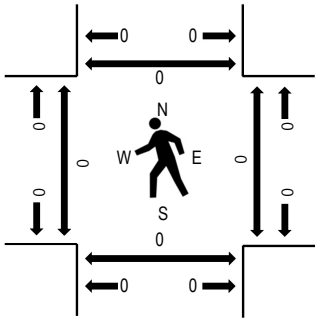
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DWY 2 Eastbound				DWY 2 Westbound				ARIZONA AVE Northbound				ARIZONA AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	1	0	1	0	3	0	3	0	1	269	1	0	1	408	1	689	2,706	0	0	0	0
4:15 PM	0	0	0	3	0	1	0	1	0	0	286	0	1	2	413	0	707	2,742	1	0	0	0
4:30 PM	0	2	0	1	0	0	0	1	0	0	276	0	0	3	359	2	644	2,771	0	1	0	0
4:45 PM	0	1	0	0	0	0	0	2	0	1	314	1	0	1	346	0	666	2,815	0	0	0	0
5:00 PM	0	2	0	0	0	0	0	2	0	0	284	0	0	1	436	0	725	2,743	0	0	0	0
5:15 PM	0	0	0	1	0	0	0	1	0	1	279	1	0	2	451	0	736		0	0	0	0
5:30 PM	0	0	0	0	0	2	0	0	0	3	271	1	0	1	410	0	688		0	0	0	0
5:45 PM	0	1	0	1	0	0	0	0	0	2	267	0	0	0	323	0	594		0	0	0	0
Count Total	0	7	0	7	0	6	0	10	0	8	2,246	4	1	11	3,146	3	5,449		1	1	0	0
Peak Hour	0	3	0	1	0	2	0	5	0	5	1,148	3	0	5	1,643	0	2,815		0	0	0	0

ALL TRAFFIC DATA SERVICES
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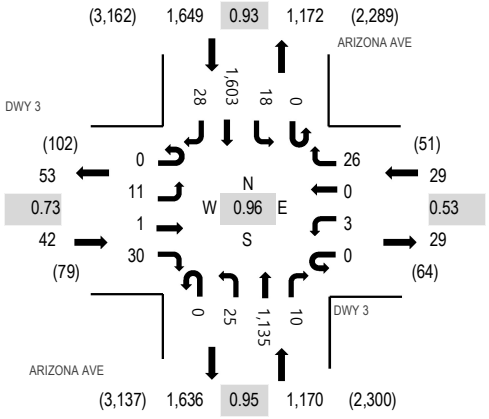
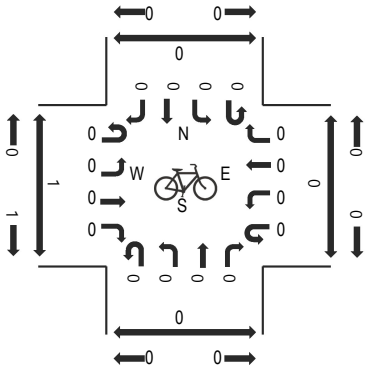
Location: 4 ARIZONA AVE & DWY 3 PM
Date: Thursday, September 7, 2023
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

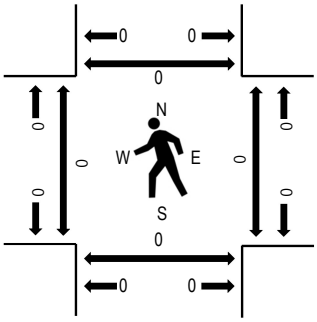
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	DWY 3 Eastbound				DWY 3 Westbound				ARIZONA AVE Northbound				ARIZONA AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	3	1	3	0	2	0	3	2	5	268	6	0	3	400	5	701	2,775	0	0	0	0
4:15 PM	0	6	0	8	0	3	0	4	0	5	278	3	0	4	403	11	725	2,829	1	0	0	0
4:30 PM	0	2	1	6	0	1	0	3	1	10	278	6	0	3	352	7	670	2,854	0	1	0	0
4:45 PM	0	5	0	6	0	1	0	5	0	8	302	4	0	3	338	7	679	2,890	0	0	0	0
5:00 PM	0	2	0	7	0	2	0	13	0	10	278	4	0	5	424	10	755	2,817	0	0	0	0
5:15 PM	0	1	1	13	0	0	0	6	0	3	281	0	0	5	437	3	750		0	0	0	0
5:30 PM	0	3	0	4	0	0	0	2	0	4	274	2	0	5	404	8	706		0	0	0	0
5:45 PM	0	2	0	5	0	2	0	4	0	1	266	1	0	7	313	5	606		0	0	0	0
Count Total	0	24	3	52	0	11	0	40	3	46	2,225	26	0	35	3,071	56	5,592		1	1	0	0
Peak Hour	0	11	1	30	0	3	0	26	0	25	1,135	10	0	18	1,603	28	2,890		0	0	0	0

All Traffic Data Services, LLC

www.alltrafficdata.net

Site Code: 5
ARIZONA AVE S.O GRACE BLVD

Start Time	07-Sep-23 Thu	NB	SB							Total
12:00 AM		75	85							160
01:00		62	70							132
02:00		62	76							138
03:00		81	85							166
04:00		233	190							423
05:00		430	319							749
06:00		663	502							1165
07:00		**1504**	**998**							**2502**
08:00		1288	856							2144
09:00		813	706							1519
10:00		717	753							1470
11:00		869	888							1757
12:00 PM		931	974							1905
01:00		845	946							1791
02:00		910	1103							2013
03:00		956	1152							2108
04:00		**1161**	1527							2688
05:00		1126	**1619**							**2745**
06:00		884	952							1836
07:00		627	692							1319
08:00		507	472							979
09:00		369	367							736
10:00		230	194							424
11:00		133	120							253
Total		15476	15646							31122
Percent		49.7%	50.3%							
AM Peak	-	07:00	07:00	-	-	-	-	-	-	07:00
Vol.	-	1504	998	-	-	-	-	-	-	2502
PM Peak	-	16:00	17:00	-	-	-	-	-	-	17:00
Vol.	-	1161	1619	-	-	-	-	-	-	2745
Grand Total		15476	15646							31122
Percent		49.7%	50.3%							

ADT ADT 31,122 AADT 31,122

Appendix D – Existing Capacity Analysis

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	54	25	27	1662	1009	46
Future Vol, veh/h	54	25	27	1662	1009	46
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	150	0	50	-	-	195
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	61	28	30	1867	1134	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1941	567	1185	0	-	0
Stage 1	1134	-	-	-	-	-
Stage 2	808	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.34	-	-	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	3.12	-	-	-
Pot Cap-1 Maneuver	*399	*793	492	-	-	-
Stage 1	*364	-	-	-	-	-
Stage 2	*692	-	-	-	-	-
Platoon blocked, %	0	0	0	-	-	-
Mov Cap-1 Maneuver	*374	*793	492	-	-	-
Mov Cap-2 Maneuver	*308	-	-	-	-	-
Stage 1	*341	-	-	-	-	-
Stage 2	*692	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	16.41	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	492	-	308	793	-	-
HCM Lane V/C Ratio	0.062	-	0.197	0.035	-	-
HCM Control Delay (s/veh)	12.8	-	19.5	9.7	-	-
HCM Lane LOS	B	-	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	0.7	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	0	3	0	0	1	5	1689	2	5	1005	6
Future Vol, veh/h	8	0	3	0	0	1	5	1689	2	5	1005	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	0	3	0	0	1	6	1919	2	6	1142	7

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1933	3086	571	2400	3092	961	1149	0	0	1922	0	0
Stage 1	1153	1153	-	1932	1932	-	-	-	-	-	-	-
Stage 2	779	1933	-	468	1160	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*494	31	*786	*173	31	*666	528	-	-	302	-	-
Stage 1	*325	422	-	*154	242	-	-	-	-	-	-	-
Stage 2	*683	242	-	*807	418	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*479	30	*786	*167	30	*666	528	-	-	302	-	-
Mov Cap-2 Maneuver	*479	30	-	*167	30	-	-	-	-	-	-	-
Stage 1	*319	414	-	*153	240	-	-	-	-	-	-	-
Stage 2	*675	239	-	*788	410	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.88	10.42	0.04	0.08
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	528	-	-	536	666	302	-	-
HCM Lane V/C Ratio	0.011	-	-	0.023	0.002	0.019	-	-
HCM Control Delay (s/veh)	11.9	-	-	11.9	10.4	17.1	-	-
HCM Lane LOS	B	-	-	B	B	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	1	3	0	4	0	1679	0	6	1001	1
Future Vol, veh/h	1	0	1	3	0	4	0	1679	0	6	1001	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	1	3	0	5	0	1930	0	7	1151	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1936	3094	575	2404	3095	965	1152	0	0	1930	0	0
Stage 1	1164	1164	-	1930	1930	-	-	-	-	-	-	-
Stage 2	772	1930	-	474	1166	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*432	29	*793	*154	28	*674	513	-	-	287	-	-
Stage 1	*306	406	-	*146	234	-	-	-	-	-	-	-
Stage 2	*692	234	-	*813	406	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*419	28	*793	*151	28	*674	513	-	-	287	-	-
Mov Cap-2 Maneuver	*419	28	-	*151	28	-	-	-	-	-	-	-
Stage 1	*299	396	-	*146	234	-	-	-	-	-	-	-
Stage 2	*687	234	-	*793	396	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.6	18.7	0	0.11
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	513	-	-	548	271	287	-	-
HCM Lane V/C Ratio	-	-	-	0.004	0.03	0.024	-	-
HCM Control Delay (s/veh)	0	-	-	11.6	18.7	17.8	-	-
HCM Lane LOS	A	-	-	B	C	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	22	2	38	2	0	15	43	1650	13	15	934	52
Future Vol, veh/h	22	2	38	2	0	15	43	1650	13	15	934	52
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	2	44	2	0	17	49	1897	15	17	1074	60

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1966	3118	537	2460	3163	948	1133	0	0	1911	0	0
Stage 1	1108	1108	-	1995	1995	-	-	-	-	-	-	-
Stage 2	857	2010	-	465	1168	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*406	27	*793	*136	24	*674	525	-	-	295	-	-
Stage 1	*339	435	-	*127	213	-	-	-	-	-	-	-
Stage 2	*692	208	-	*813	404	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*337	23	*793	*100	21	*674	525	-	-	295	-	-
Mov Cap-2 Maneuver	*337	23	-	*100	21	-	-	-	-	-	-	-
Stage 1	*319	409	-	*115	193	-	-	-	-	-	-	-
Stage 2	*611	188	-	*720	381	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	20.07	14.4	0.32	0.27
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	525	-	-	310	403	295	-	-
HCM Lane V/C Ratio	0.094	-	-	0.23	0.049	0.058	-	-
HCM Control Delay (s/veh)	12.6	-	-	20.1	14.4	17.9	-	-
HCM Lane LOS	B	-	-	C	B	C	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.9	0.2	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	34	46	24	1160	1583	50
Future Vol, veh/h	34	46	24	1160	1583	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	150	0	50	-	-	195
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	48	25	1221	1666	53

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2205	833	1719	0	-	0
Stage 1	1666	-	-	-	-	-
Stage 2	539	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.34	-	-	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	3.12	-	-	-
Pot Cap-1 Maneuver	*166	*674	394	-	-	-
Stage 1	*292	-	-	-	-	-
Stage 2	*773	-	-	-	-	-
Platoon blocked, %	0	0	0	-	-	-
Mov Cap-1 Maneuver	*156	*674	394	-	-	-
Mov Cap-2 Maneuver	*232	-	-	-	-	-
Stage 1	*274	-	-	-	-	-
Stage 2	*773	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	16.08	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	394	-	232	674	-	-
HCM Lane V/C Ratio	0.064	-	0.154	0.072	-	-
HCM Control Delay (s/veh)	14.8	-	23.3	10.8	-	-
HCM Lane LOS	B	-	C	B	-	-
HCM 95th %tile Q(veh)	0.2	-	0.5	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	0	11	2	0	0	2	1164	2	3	1632	7
Future Vol, veh/h	9	0	11	2	0	0	2	1164	2	3	1632	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	0	12	2	0	0	2	1225	2	3	1718	7

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2219	2956	859	1924	2962	614	1725	0	0	1227	0	0
Stage 1	1724	1724	-	1231	1231	-	-	-	-	-	-	-
Stage 2	494	1232	-	693	1732	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*367	54	*666	*506	53	*746	407	-	-	567	-	-
Stage 1	*243	328	-	*370	451	-	-	-	-	-	-	-
Stage 2	*766	450	-	*683	325	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*363	54	*666	*492	53	*746	407	-	-	567	-	-
Mov Cap-2 Maneuver	*363	54	-	*492	53	-	-	-	-	-	-	-
Stage 1	*242	327	-	*368	449	-	-	-	-	-	-	-
Stage 2	*762	448	-	*668	323	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	12.78	12.34	0.02	0.02
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	407	-	-	484	492	567	-	-
HCM Lane V/C Ratio	0.005	-	-	0.044	0.004	0.006	-	-
HCM Control Delay (s/veh)	13.9	-	-	12.8	12.3	11.4	-	-
HCM Lane LOS	B	-	-	B	B	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	0	1	2	0	5	5	1148	3	5	1643	0
Future Vol, veh/h	3	0	1	2	0	5	5	1148	3	5	1643	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	0	1	2	0	5	5	1196	3	5	1711	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2211	2931	856	1903	2930	599	1711	0	0	1199	0	0
Stage 1	1722	1722	-	1208	1208	-	-	-	-	-	-	-
Stage 2	489	1209	-	695	1722	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*325	53	*674	*523	53	*753	399	-	-	571	-	-
Stage 1	*229	317	-	*367	451	-	-	-	-	-	-	-
Stage 2	*773	450	-	*692	317	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*316	51	*674	*510	52	*753	399	-	-	571	-	-
Mov Cap-2 Maneuver	*316	51	-	*510	52	-	-	-	-	-	-	-
Stage 1	*227	314	-	*363	445	-	-	-	-	-	-	-
Stage 2	*758	444	-	*685	314	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	15	10.49	0.06	0.03
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	399	-	-	364	663	571	-	-
HCM Lane V/C Ratio	0.013	-	-	0.011	0.011	0.009	-	-
HCM Control Delay (s/veh)	14.1	-	-	15	10.5	11.4	-	-
HCM Lane LOS	B	-	-	B	B	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	1	30	3	0	26	25	1135	10	18	1603	52
Future Vol, veh/h	11	1	30	3	0	26	25	1135	10	18	1603	52
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	1	31	3	0	27	26	1182	10	19	1670	54

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2232	2952	835	1940	2996	591	1724	0	0	1193	0	0
Stage 1	1707	1707	-	1234	1234	-	-	-	-	-	-	-
Stage 2	525	1245	-	706	1761	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*309	50	*674	*523	45	*753	391	-	-	575	-	-
Stage 1	*236	324	-	*349	436	-	-	-	-	-	-	-
Stage 2	*773	430	-	*692	299	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*269	45	*674	*441	40	*753	391	-	-	575	-	-
Mov Cap-2 Maneuver	*269	45	-	*441	40	-	-	-	-	-	-	-
Stage 1	*229	313	-	*326	407	-	-	-	-	-	-	-
Stage 2	*696	401	-	*636	290	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	15.38	10.36	0.32	0.12
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	391	-	-	391	702	575	-	-
HCM Lane V/C Ratio	0.067	-	-	0.112	0.043	0.033	-	-
HCM Control Delay (s/veh)	14.8	-	-	15.4	10.4	11.5	-	-
HCM Lane LOS	B	-	-	C	B	B	-	-
HCM 95th %tile Q(veh)	0.2	-	-	0.4	0.1	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Appendix E – Trip Generation

Completed:

Checked:

Trip Generation Calculations

LU - 221 - Multifamily Housing (Mid-Rise)

Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Multifamily Housing (Mid-Rise)	221	423	Dwelling Units	4.54	50%	50%	0.37	23%	77%	0.39	63%	37%	1,920	960	960	157	36	121	165	104	61	Average
Multifamily Housing (Mid-Rise)	221	423	Dwelling Units	3.76	50%	50%	0.15	23%	77%	0.19	63%	37%	1,590	795	795	63	14	49	80	50	30	Minimum
Multifamily Housing (Mid-Rise)	221	423	Dwelling Units	5.40	50%	50%	0.53	23%	77%	0.57	63%	37%	2,284	1,142	1,142	224	52	172	241	152	89	Maximum
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Equation	% In	% Out	Equation	% In	% Out	Equation	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Multifamily Housing (Mid-Rise)	**221**	**423**	**Dwelling Units**	**T=4.77(X)-46.46**	**50%**	**50%**	**T=.44(X)-11.61**	**23%**	**77%**	**T=.39(X)+0.34**	**63%**	**37%**	**1,971**	**986**	**985**	**175**	**40**	**135**	**165**	**104**	**61**	**Equation**

Multifamily Housing (Mid-Rise)	Standard Deviation	0.51	0.09	0.08	
	Number of Studies	11	30	31	
	Average Size	201	173	169	
	R^2	0.93	0.91	0.91	

Completed:

Checked:

Trip Generation Calculations

840 Automobile Sales (New)																					
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Automobile Sales (New)	840	71.6	1000 SF GFA	27.84	50%	50%	1.86	73%	27%	2.42	40%	60%	1,993	997	996	133	97	36	173	69	104	Average
Automobile Sales (New)	840	71.6	1000 SF GFA	14.98	50%	50%	0.59	73%	27%	0.94	40%	60%	1,072	536	536	42	31	11	67	27	40	Minimum
Automobile Sales (New)	840	71.6	1000 SF GFA	41.78	50%	50%	6.17	73%	27%	5.81	40%	60%	2,991	1,496	1,495	442	323	119	416	166	250	Maximum
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Equation	% In	% Out	Equation	% In	% Out	Equation	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Automobile Sales (New)	840	71.6	1000 SF GFA	T=28.65(X)-29.45	50%	50%	N/A	N/A	N/A	T=1.81(X)+20.91	40%	60%	2,021	1,011	1,010	N/A	N/A	N/A	150	60	90	Equation

Automobile Sales (New)	Standard Deviation	7.01		0.94		0.98
	Number of Studies	18		35		50
	Average Size	36		30		34
	R^2	0.80		N/A		0.57

Appendix F – MAG Socioeconomic Projections

Socioeconomic Projections

Population and Employment

by Municipal Planning Area, Jurisdiction, and Regional Analysis Zone

June 2023



302 North 1st Avenue, Suite 300
Phoenix, Arizona 85003

MARICOPA ASSOCIATION of GOVERNMENTS

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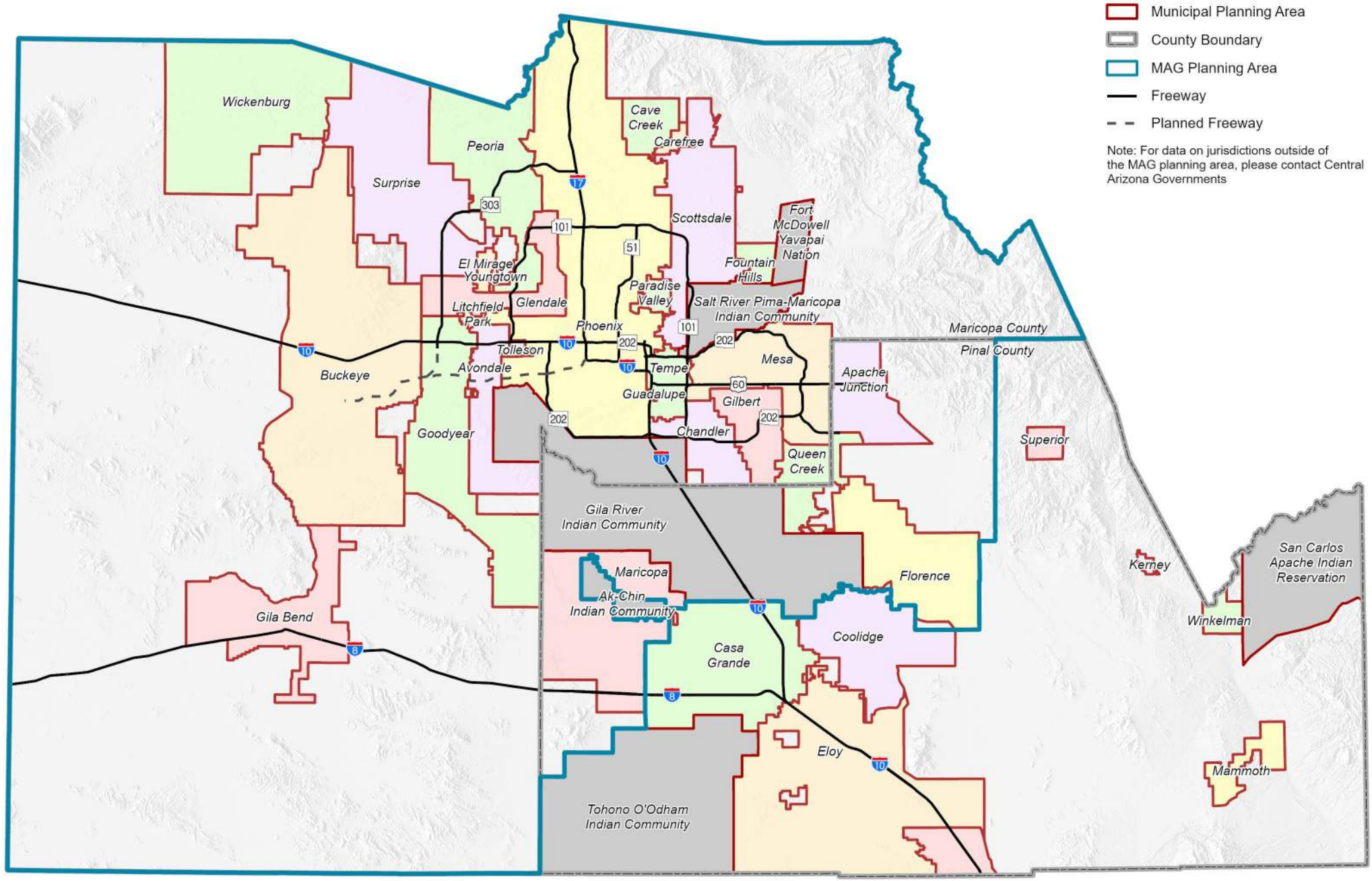
Municipal Planning Areas (2023)
Maricopa and Pinal Counties, Arizona

MARICOPA ASSOCIATION of GOVERNMENTS



0 5 10 15 20 25 30 35 40 Miles

Date: May 2023

Source: MAG and the MAG Member Agencies, CAG and the CAG Member Agencies

While every effort has been made to ensure the accuracy of this information, the Maricopa Association of Governments makes no warranty, expressed or implied, as to its accuracy and expressly disclaims liability for the accuracy thereof.

Maricopa Association of Governments
Table 1: Total Population by Municipal Planning Area
July 1, 2020, 2022 and Projections July 1, 2030 to July 1, 2060

Municipal Planning Area	Total Population					
	2020	2022	2030	2040	2050	2060
Apache Junction	52,700	53,700	67,100	84,200	100,800	127,600
Avondale	91,100	94,000	117,800	130,900	135,400	137,700
Buckeye	109,700	124,400	194,400	296,200	397,800	491,000
Carefree	3,700	3,700	4,100	4,100	4,200	4,200
Cave Creek	5,000	5,300	5,600	5,900	6,100	6,200
Chandler	286,100	292,000	304,300	315,900	336,500	337,600
El Mirage	35,900	36,300	37,800	38,400	38,500	38,600
Florence	76,600	78,100	106,700	154,000	197,500	242,900
Fort McDowell Yavapai Native Nation	1,200	1,200	1,200	1,200	1,200	1,200
Fountain Hills	23,900	24,000	25,200	25,700	26,000	26,100
Gila Bend	2,100	2,100	2,500	2,500	2,500	2,500
Gila River Indian Native Nation	14,100	14,100	14,100	14,100	14,100	14,100
Gilbert	272,400	281,200	301,600	311,600	323,900	325,100
Glendale	282,200	291,000	323,600	345,300	353,200	354,900
Goodyear	99,900	109,200	165,100	210,000	241,200	276,700
Guadalupe	5,300	5,300	5,400	5,600	5,700	5,700
Litchfield Park	13,300	13,400	14,200	14,300	14,300	14,300
Maricopa	64,800	71,500	100,500	122,200	141,400	159,800
Mesa	550,300	561,500	589,900	624,200	645,500	661,200
Paradise Valley	12,700	12,700	13,300	13,300	13,400	13,400
Peoria	207,400	215,600	244,500	288,900	318,100	346,800
Phoenix	1,665,200	1,711,800	1,867,300	2,007,800	2,101,500	2,184,600
Queen Creek	72,700	84,700	121,000	135,700	149,400	154,900
Salt River Pima-Maricopa Native Nation	6,300	6,400	5,500	5,900	6,000	6,000
Scottsdale	241,800	245,100	275,700	286,700	301,300	307,300
Surprise	155,600	167,500	255,700	342,300	402,900	446,500
Tempe	181,600	187,400	219,300	247,500	258,000	269,700
Tolleson	7,300	7,300	8,100	8,900	9,600	10,300
Unincorporated Maricopa County	99,700	101,600	107,100	110,800	120,400	136,200
Unincorporated Pinal County	66,400	69,100	76,500	87,500	99,600	117,900
Wickenburg	7,800	8,000	8,600	8,600	8,700	8,700
Youngtown	7,100	7,100	7,500	7,700	7,800	7,800

Notes: Numbers rounded to the nearest 100. These projections include both the Maricopa County and Pinal County portions for Apache Junction, Queen Creek, and the Gila River Indian Community. Peoria and Wickenburg include only the Maricopa County portion. Unincorporated Pinal County only includes portions in the MAG planning area.

Source: Maricopa Association of Governments (MAG) Socioeconomic Projections of Population and Employment by Municipal Planning Area (MPA) and Regional Analysis Zone (RAZ), June 2023

For explanation of variables and complete notation on this series, please refer to the Notes and Caveats in Appendix A.

For data on jurisdictions outside of the MAG planning area, please contact Central Arizona Governments.

Maricopa Association of Governments
Table 2: Total Employment by Municipal Planning Area
July 1, 2020, 2022 and Projections July 1, 2030 to July 1, 2060

Municipal Planning Area	Total Employment					
	2020	2022	2030	2040	2050	2060
Apache Junction	7,900	9,200	15,600	19,000	22,800	27,500
Avondale	24,900	28,100	33,600	39,600	42,400	46,800
Buckeye	25,900	26,200	50,100	92,400	126,800	183,600
Carefree	1,600	1,600	1,700	1,700	1,800	1,900
Cave Creek	2,400	2,600	2,800	3,000	3,300	3,500
Chandler	157,400	166,400	189,400	204,500	216,000	224,700
El Mirage	5,700	6,300	10,200	13,600	15,300	16,400
Florence	9,700	9,900	12,100	18,500	26,600	35,500
Fort McDowell Yavapai Native Nation	900	900	900	900	900	900
Fountain Hills	7,800	8,200	9,200	10,100	10,700	11,200
Gila Bend	1,000	1,000	1,100	1,200	1,300	2,000
Gila River Indian Native Nation	9,000	9,000	12,300	14,000	14,800	17,500
Gilbert	98,100	108,000	122,700	136,400	143,900	151,300
Glendale	103,300	111,900	136,400	155,800	171,900	183,900
Goodyear	46,000	59,200	87,200	110,600	124,100	142,800
Guadalupe	1,200	1,100	1,200	1,300	1,300	1,400
Litchfield Park	3,700	3,500	4,900	5,300	5,600	6,000
Maricopa	7,400	8,400	11,100	17,700	24,700	32,700
Mesa	197,400	208,200	237,500	277,300	308,900	331,500
Paradise Valley	4,700	4,700	5,100	5,500	5,500	5,800
Peoria	60,400	62,700	71,700	89,200	98,200	109,600
Phoenix	881,000	933,700	1,048,500	1,149,000	1,216,700	1,272,600
Queen Creek	21,100	22,300	30,700	35,000	39,700	42,900
Salt River Pima-Maricopa Native Nation	18,100	21,900	31,200	34,800	36,600	38,600
Scottsdale	188,900	207,100	230,500	246,500	255,000	264,000
Surprise	38,600	43,500	74,200	92,600	108,800	130,000
Tempe	192,400	207,900	233,700	253,400	264,400	273,000
Tolleson	17,600	19,000	20,600	21,500	22,000	22,400
Unincorporated Maricopa County	28,800	31,100	36,300	41,000	48,100	56,100
Unincorporated Pinal County	4,500	5,000	6,000	8,200	11,900	17,700
Wickenburg	4,300	4,200	4,400	4,500	4,500	4,600
Youngtown	1,600	1,600	1,700	2,200	2,300	2,500

Notes: Numbers rounded to the nearest 100. These projections include both the Maricopa County and Pinal County portions for Apache Junction, Queen Creek, and the Gila River Indian Community. Peoria and Wickenburg include only the Maricopa County portion. Unincorporated Pinal County only includes portions in the MAG planning area.

Source: Maricopa Association of Governments (MAG) Socioeconomic Projections of Population and Employment by Municipal Planning Area (MPA) and Regional Analysis Zone (RAZ), June 2023

For explanation of variables and complete notation on this series, please refer to the Notes and Caveats in Appendix A.

For data on jurisdictions outside of the MAG planning area, please contact Central Arizona Governments.

Regional Analysis Zones (RAZ), 2023
Maricopa and Pinal Counties, Arizona

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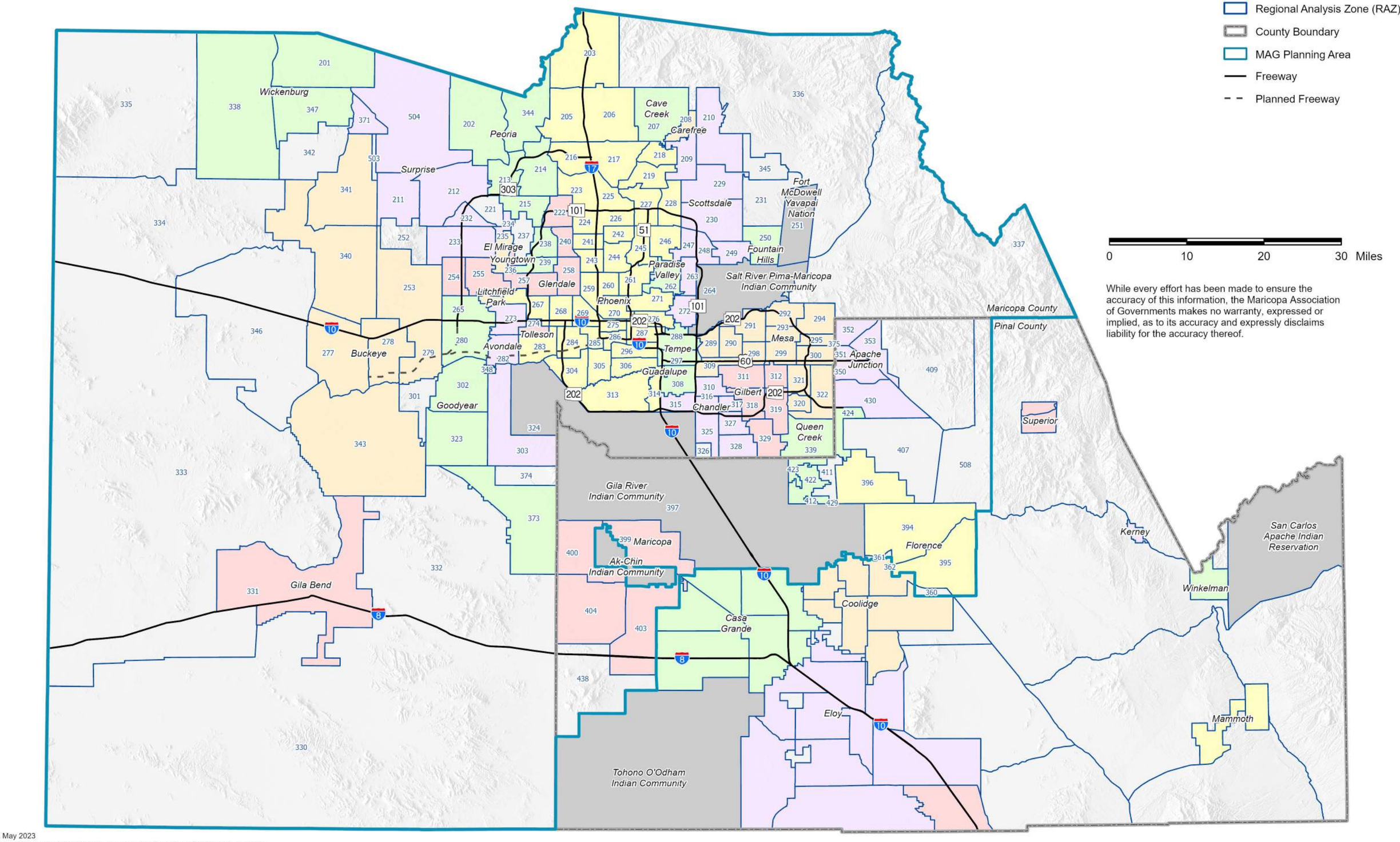

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Date: May 2023
Source: MAG and the MAG Member Agencies, CAG and the CAG Member Agencies

Maricopa Association of Governments
Table 4: Population by Regional Analysis Zone (RAZ) by MPA
July 1, 2020, 2022 and Projections July 1, 2030 to July 1, 2060

			Total Population					
RAZ	County		2020	2022	2030	2040	2050	2060
Chandler MPA								
310	**Maricopa**		52,605	53,151	53,951	55,245	67,304	68,080
315	**Maricopa**		40,816	41,024	41,126	42,128	42,486	42,620
316	**Maricopa**		37,089	37,366	42,624	46,383	48,689	48,730
317	**Maricopa**		33,314	33,627	34,815	38,544	43,787	43,818
325	**Maricopa**		47,238	49,471	50,721	51,342	51,796	51,860
327	**Maricopa**		27,143	28,146	29,766	30,180	30,253	30,253
328	**Maricopa**		47,865	49,184	51,261	52,110	52,212	52,237
		Total	286,070	291,969	304,264	315,932	336,527	337,598
El Mirage MPA								
235	**Maricopa**		35,927	36,275	37,825	38,412	38,539	38,649
		Total	35,927	36,275	37,825	38,412	38,539	38,649
Florence MPA								
394	**Pinal**		24,189	24,585	40,293	60,963	76,838	94,450
395	**Pinal**		11,112	9,895	10,092	13,181	20,578	30,315
396	**Pinal**		41,252	43,666	56,358	79,855	100,044	118,095
		Total	76,553	78,146	106,743	153,999	197,460	242,860
Fort McDowell Yavapai Native Nation MPA								
251	**Maricopa**		1,152	1,153	1,154	1,154	1,154	1,154
		Total	1,152	1,153	1,154	1,154	1,154	1,154
Fountain Hills MPA								
250	**Maricopa**		23,857	23,972	25,185	25,739	25,967	26,076
		Total	23,857	23,972	25,185	25,739	25,967	26,076
Gila Bend MPA								
331	**Maricopa**		2,133	2,134	2,501	2,501	2,513	2,513
		Total	2,133	2,134	2,501	2,501	2,513	2,513
Gila River Indian Native Nation MPA								
324	**Maricopa**		3,583	3,585	3,588	3,589	3,590	3,591
397	**Pinal**		10,471	10,472	10,472	10,472	10,472	10,472
		Total	14,054	14,057	14,060	14,061	14,062	14,063

Notes: These projections include both the Maricopa County and Pinal County portions for Apache Junction, Queen Creek, and the Gila River Indian Community. Peoria and Wickenburg include only the Maricopa County portion. Unincorporated Pinal County only includes portions in the MAG planning area.

Source: Maricopa Association of Governments (MAG) Socioeconomic Projections of Population and Employment by Municipal Planning Area (MPA) and Regional Analysis Zone (RAZ), June 2023

For explanation of variables and complete notation on this series, please refer to the Notes and Caveats in Appendix A.

For data on jurisdictions outside of the MAG planning area, please contact Central Arizona Governments.

Maricopa Association of Governments
Table 5: Employment by Regional Analysis Zone (RAZ) by MPA
July 1, 2020, 2022 and Projections July 1, 2030 to July 1, 2060

			Total Employment					
RAZ	County		2020	2022	2030	2040	2050	2060
Chandler MPA								
310	**Maricopa**		21,336	21,647	22,852	24,773	29,165	31,402
315	**Maricopa**		40,905	42,057	44,289	46,475	47,570	48,430
316	**Maricopa**		28,818	28,354	31,693	34,155	35,131	36,130
317	**Maricopa**		8,446	8,590	9,707	11,486	12,571	14,044
325	**Maricopa**		33,588	38,276	48,197	51,538	53,785	55,244
327	**Maricopa**		14,410	17,261	21,978	24,436	25,762	26,985
328	**Maricopa**		9,898	10,249	10,702	11,589	12,022	12,488
		Total	157,401	166,434	189,418	204,452	216,006	224,723
El Mirage MPA								
235	**Maricopa**		5,664	6,338	10,238	13,573	15,318	16,450
		Total	5,664	6,338	10,238	13,573	15,318	16,450
Florence MPA								
394	**Pinal**		4,953	5,022	6,089	8,847	12,588	16,675
395	**Pinal**		1,953	1,575	1,901	3,038	4,270	5,551
396	**Pinal**		2,747	3,279	4,148	6,616	9,776	13,251
		Total	9,653	9,876	12,138	18,501	26,634	35,477
Fort McDowell Yavapai Native Nation MPA								
251	**Maricopa**		917	881	879	879	881	874
		Total	917	881	879	879	881	874
Fountain Hills MPA								
250	**Maricopa**		7,850	8,248	9,206	10,083	10,706	11,217
		Total	7,850	8,248	9,206	10,083	10,706	11,217
Gila Bend MPA								
331	**Maricopa**		952	1,047	1,107	1,224	1,304	2,016
		Total	952	1,047	1,107	1,224	1,304	2,016
Gila River Indian Native Nation MPA								
324	**Maricopa**		6,857	6,956	9,476	11,136	11,785	14,310
397	**Pinal**		2,115	2,011	2,801	2,910	3,038	3,174
		Total	8,972	8,967	12,277	14,046	14,823	17,484

Notes: These projections include both the Maricopa County and Pinal County portions for Apache Junction, Queen Creek, and the Gila River Indian Community. Peoria and Wickenburg include only the Maricopa County portion. Unincorporated Pinal County only includes portions in the MAG planning area.

Source: Maricopa Association of Governments (MAG) Socioeconomic Projections of Population and Employment by Municipal Planning Area (MPA) and Regional Analysis Zone (RAZ), June 2023

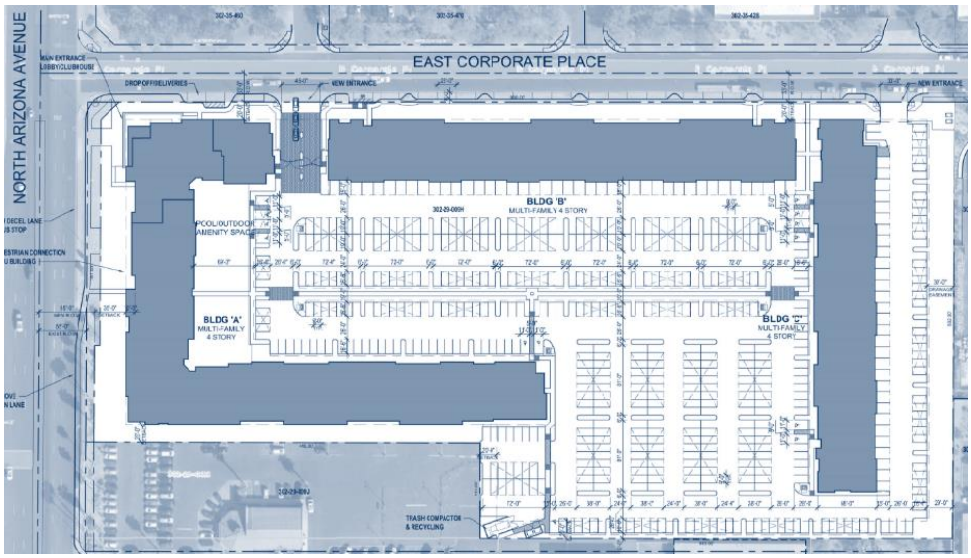
For explanation of variables and complete notation on this series, please refer to the Notes and Caveats in Appendix A.

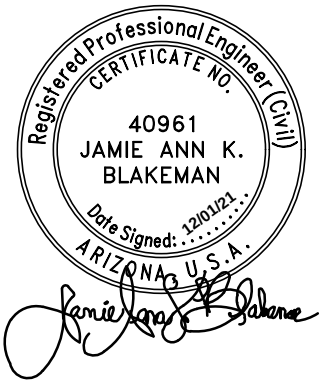
For data on jurisdictions outside of the MAG planning area, please contact Central Arizona Governments.

Appendix G – Surrounding Development(s)

Alta Uptown

Wood Partners





Prepared for:

Wood Partners
8777 E. Via Ventura, Suite 201
Scottsdale, AZ 85258

Prepared by:

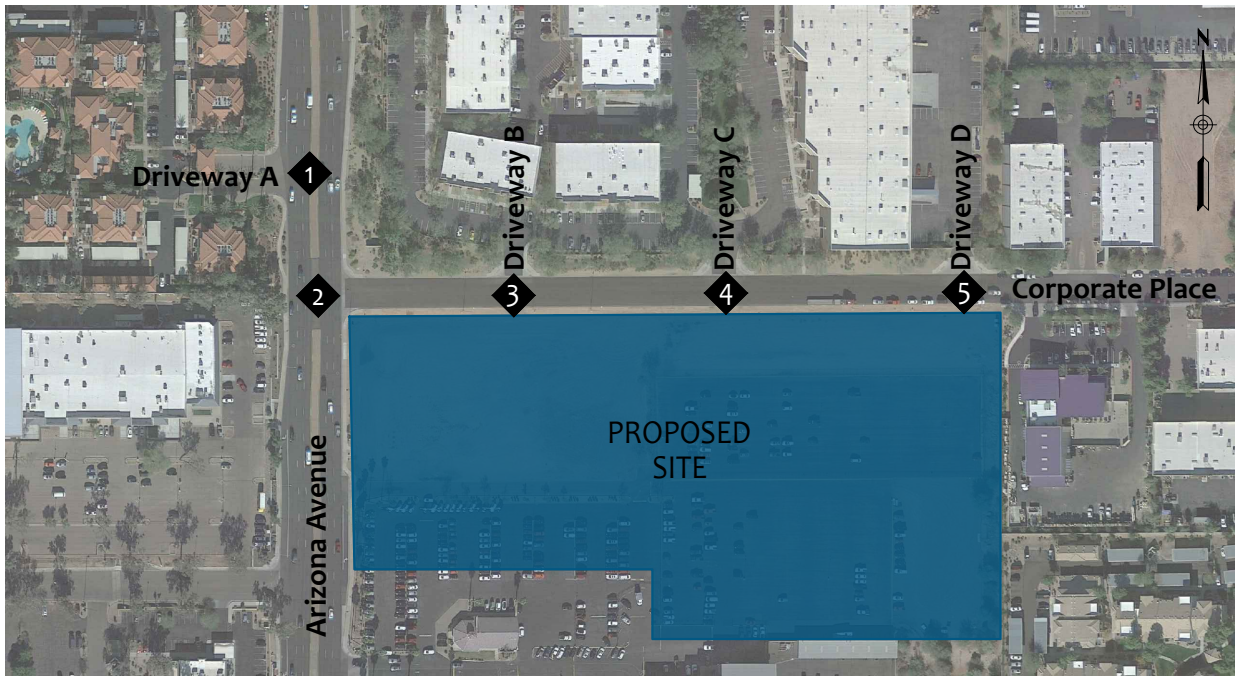
Lōkahi, LLC
4657 E. Cotton Gin Loop, Suite 102
Phoenix, AZ 85040

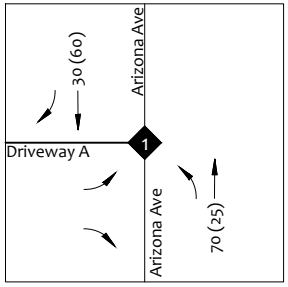
Project Number: 21.5261
December 1, 2021

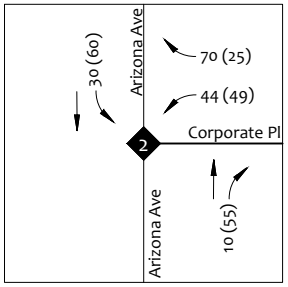
Legend

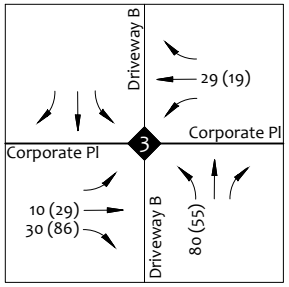
AM(PM) Peak Hour Traffic Volumes

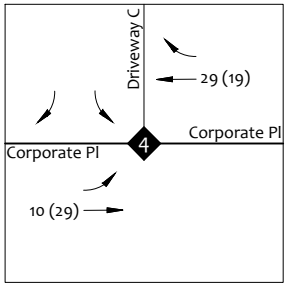
X Intersection











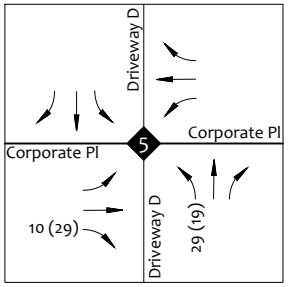


FIGURE 7 | SITE TRAFFIC VOLUMES

Appendix H – Year 2027 No Build Capacity Analysis

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	56	26	28	1739	1094	48
Future Vol, veh/h	56	26	28	1739	1094	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	150	0	50	-	-	195
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	61	28	30	1890	1189	52

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2006	595	1241	0	-	0
Stage 1	1189	-	-	-	-	-
Stage 2	817	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.34	-	-	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	3.12	-	-	-
Pot Cap-1 Maneuver	*355	*753	540	-	-	-
Stage 1	*416	-	-	-	-	-
Stage 2	*692	-	-	-	-	-
Platoon blocked, %	0	0	0	-	-	-
Mov Cap-1 Maneuver	*335	*753	540	-	-	-
Mov Cap-2 Maneuver	*351	-	-	-	-	-
Stage 1	*393	-	-	-	-	-
Stage 2	*692	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	15.03	0.19	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	540	-	351	753	-	-
HCM Lane V/C Ratio	0.056	-	0.173	0.038	-	-
HCM Control Delay (s/veh)	12.1	-	17.4	10	-	-
HCM Lane LOS	B	-	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	0.6	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	0	3	0	0	1	5	1768	2	5	1090	6
Future Vol, veh/h	8	0	3	0	0	1	5	1768	2	5	1090	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	0	3	0	0	1	5	1922	2	5	1185	7

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1975	3130	592	2418	3136	962	1191	0	0	1924	0	0
Stage 1	1196	1196	-	1934	1934	-	-	-	-	-	-	-
Stage 2	780	1935	-	485	1202	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*506	34	*746	*226	34	*666	595	-	-	301	-	-
Stage 1	*395	471	-	*154	242	-	-	-	-	-	-	-
Stage 2	*683	241	-	*766	468	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*492	33	*746	*219	33	*666	595	-	-	301	-	-
Mov Cap-2 Maneuver	*492	33	-	*219	33	-	-	-	-	-	-	-
Stage 1	*388	463	-	*152	239	-	-	-	-	-	-	-
Stage 2	*676	239	-	*749	459	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.79	10.42	0.03	0.08
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	595	-	-	542	666	301	-	-
HCM Lane V/C Ratio	0.009	-	-	0.022	0.002	0.018	-	-
HCM Control Delay (s/veh)	11.1	-	-	11.8	10.4	17.2	-	-
HCM Lane LOS	B	-	-	B	B	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	1	3	0	4	0	1757	0	6	1086	1
Future Vol, veh/h	1	0	1	3	0	4	0	1757	0	6	1086	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	1	3	0	4	0	1910	0	7	1180	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1957	3103	590	2395	3104	955	1182	0	0	1910	0	0
Stage 1	1193	1193	-	1910	1910	-	-	-	-	-	-	-
Stage 2	764	1910	-	485	1195	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*523	34	*753	*211	34	*674	584	-	-	296	-	-
Stage 1	*377	459	-	*153	241	-	-	-	-	-	-	-
Stage 2	*692	241	-	*773	458	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*508	33	*753	*206	33	*674	584	-	-	296	-	-
Mov Cap-2 Maneuver	*508	33	-	*206	33	-	-	-	-	-	-	-
Stage 1	*369	449	-	*153	241	-	-	-	-	-	-	-
Stage 2	*688	241	-	*755	448	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.96	15.79	0	0.1
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	584	-	-	607	341	296	-	-
HCM Lane V/C Ratio	-	-	-	0.004	0.022	0.022	-	-
HCM Control Delay (s/veh)	0	-	-	11	15.8	17.4	-	-
HCM Lane LOS	A	-	-	B	C	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	23	2	40	2	0	16	45	1727	14	16	1016	54
Future Vol, veh/h	23	2	40	2	0	16	45	1727	14	16	1016	54
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	2	43	2	0	17	49	1877	15	17	1104	59

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1988	3129	552	2453	3173	939	1163	0	0	1892	0	0
Stage 1	1139	1139	-	1975	1975	-	-	-	-	-	-	-
Stage 2	849	1990	-	478	1198	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*387	26	*793	*138	24	*674	506	-	-	304	-	-
Stage 1	*321	419	-	*132	219	-	-	-	-	-	-	-
Stage 2	*692	214	-	*813	390	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*321	22	*793	*102	20	*674	506	-	-	304	-	-
Mov Cap-2 Maneuver	*321	22	-	*102	20	-	-	-	-	-	-	-
Stage 1	*302	395	-	*120	198	-	-	-	-	-	-	-
Stage 2	*609	194	-	*721	368	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	20.2	14.09	0.32	0.26
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	506	-	-	307	415	304	-	-
HCM Lane V/C Ratio	0.097	-	-	0.23	0.047	0.057	-	-
HCM Control Delay (s/veh)	12.9	-	-	20.2	14.1	17.6	-	-
HCM Lane LOS	B	-	-	C	B	C	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.9	0.1	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	35	48	25	1262	1696	52
Future Vol, veh/h	35	48	25	1262	1696	52
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	150	0	50	-	-	195
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	38	52	27	1372	1843	57

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2447	922	1900	0	-	0
Stage 1	1843	-	-	-	-	-
Stage 2	603	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.34	-	-	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	3.12	-	-	-
Pot Cap-1 Maneuver	*111	*674	301	-	-	-
Stage 1	*209	-	-	-	-	-
Stage 2	*773	-	-	-	-	-
Platoon blocked, %	0	0	0	-	-	-
Mov Cap-1 Maneuver	*101	*674	301	-	-	-
Mov Cap-2 Maneuver	*164	-	-	-	-	-
Stage 1	*190	-	-	-	-	-
Stage 2	*773	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	20.34	0.35	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	301	-	164	674	-	-
HCM Lane V/C Ratio	0.09	-	0.232	0.077	-	-
HCM Control Delay (s/veh)	18.2	-	33.4	10.8	-	-
HCM Lane LOS	C	-	D	B	-	-
HCM 95th %tile Q(veh)	0.3	-	0.9	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	0	11	2	0	0	2	1266	2	3	1747	7
Future Vol, veh/h	9	0	11	2	0	0	2	1266	2	3	1747	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	0	12	2	0	0	2	1376	2	3	1899	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2460	3288	949	2148	3295	689	1907	0	0	1378	0	0
Stage 1	1905	1905	-	1382	1382	-	-	-	-	-	-	-
Stage 2	555	1383	-	766	1913	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*204	22	*666	*434	22	*746	309	-	-	464	-	-
Stage 1	*164	252	-	*277	372	-	-	-	-	-	-	-
Stage 2	*766	371	-	*683	249	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*201	22	*666	*420	22	*746	309	-	-	464	-	-
Mov Cap-2 Maneuver	*201	22	-	*420	22	-	-	-	-	-	-	-
Stage 1	*163	250	-	*275	369	-	-	-	-	-	-	-
Stage 2	*760	369	-	*666	247	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	16.81	13.61	0.03	0.02
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	309	-	-	326	420	464	-	-
HCM Lane V/C Ratio	0.007	-	-	0.067	0.005	0.007	-	-
HCM Control Delay (s/veh)	16.7	-	-	16.8	13.6	12.8	-	-
HCM Lane LOS	C	-	-	C	B	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	0	1	2	0	5	5	1250	3	5	1759	0
Future Vol, veh/h	3	0	1	2	0	5	5	1250	3	5	1759	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	0	1	2	0	5	5	1359	3	5	1912	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2477	3296	956	2147	3294	681	1912	0	0	1362	0	0
Stage 1	1923	1923	-	1371	1371	-	-	-	-	-	-	-
Stage 2	554	1373	-	776	1923	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*173	20	*674	*377	20	*753	295	-	-	460	-	-
Stage 1	*148	237	-	*269	366	-	-	-	-	-	-	-
Stage 2	*773	365	-	*692	237	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*166	20	*674	*365	20	*753	295	-	-	460	-	-
Mov Cap-2 Maneuver	*166	20	-	*365	20	-	-	-	-	-	-	-
Stage 1	*147	234	-	*264	359	-	-	-	-	-	-	-
Stage 2	*753	359	-	*683	234	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	22.93	11.31	0.07	0.04
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	295	-	-	205	578	460	-	-
HCM Lane V/C Ratio	0.018	-	-	0.021	0.013	0.012	-	-
HCM Control Delay (s/veh)	17.4	-	-	22.9	11.3	12.9	-	-
HCM Lane LOS	C	-	-	C	B	B	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	1	31	3	0	27	26	1236	10	19	1717	29
Future Vol, veh/h	11	1	31	3	0	27	26	1236	10	19	1717	29
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	1	34	3	0	29	28	1343	11	21	1866	32

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2502	3318	933	2188	3339	672	1898	0	0	1354	0	0
Stage 1	1908	1908	-	1400	1400	-	-	-	-	-	-	-
Stage 2	594	1411	-	788	1939	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*163	19	*674	*343	18	*753	302	-	-	465	-	-
Stage 1	*153	242	-	*255	353	-	-	-	-	-	-	-
Stage 2	*773	348	-	*692	231	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*136	17	*674	*266	16	*753	302	-	-	465	-	-
Mov Cap-2 Maneuver	*136	17	-	*266	16	-	-	-	-	-	-	-
Stage 1	*147	231	-	*231	320	-	-	-	-	-	-	-
Stage 2	*673	315	-	*625	221	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	24.67	10.96	0.37	0.14
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	302	-	-	229	636	465	-	-
HCM Lane V/C Ratio	0.094	-	-	0.204	0.051	0.044	-	-
HCM Control Delay (s/veh)	18.2	-	-	24.7	11	13.1	-	-
HCM Lane LOS	C	-	-	C	B	B	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.7	0.2	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Appendix I – Year 2027 Build Capacity Analysis

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	56	0	26	13	0	28	28	1803	4	9	1110	48
Future Vol, veh/h	56	0	26	13	0	28	28	1803	4	9	1110	48
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	0	-	-	-	50	-	-	-	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	61	0	28	14	0	30	30	1960	4	10	1207	52

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2071	-	603	2523	3299	980	1259	0	0	1964	0	0
Stage 1	1226	-	-	2021	2021	-	-	-	-	-	-	-
Stage 2	845	-	-	502	1278	-	-	-	-	-	-	-
Critical Hdwy	6.44	-	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	-	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	-	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	-	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*481	0	*753	*164	21	*635	527	-	-	326	-	-
Stage 1	*355	0	-	*158	242	-	-	-	-	-	-	-
Stage 2	*652	0	-	*773	412	-	-	-	-	-	-	-
Platoon blocked, %	0		0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*418	-	*753	*144	19	*635	527	-	-	326	-	-
Mov Cap-2 Maneuver	*418	-	-	*144	19	-	-	-	-	-	-	-
Stage 1	*344	-	-	*149	228	-	-	-	-	-	-	-
Stage 2	*585	-	-	*722	400	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	13.45	18.8	0.19	0.13
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	527	-	-	418	753	305	326	-	-
HCM Lane V/C Ratio	0.058	-	-	0.146	0.038	0.146	0.03	-	-
HCM Control Delay (s/veh)	12.2	-	-	15.1	10	18.8	16.4	-	-
HCM Lane LOS	B	-	-	C	A	C	C	-	-
HCM 95th %tile Q(veh)	0.2	-	-	0.5	0.1	0.5	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	0	3	30	0	64	5	1772	11	16	1103	6
Future Vol, veh/h	8	0	3	30	0	64	5	1772	11	16	1103	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	0	3	33	0	70	5	1926	12	17	1199	7

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2015	3183	599	2457	3183	969	1205	0	0	1938	0	0
Stage 1	1234	1234	-	1943	1943	-	-	-	-	-	-	-
Stage 2	781	1949	-	514	1240	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*455	26	*746	*165	26	*666	584	-	-	295	-	-
Stage 1	*367	449	-	*151	238	-	-	-	-	-	-	-
Stage 2	*683	236	-	*766	446	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*380	24	*746	*153	24	*666	584	-	-	295	-	-
Mov Cap-2 Maneuver	*380	24	-	*153	24	-	-	-	-	-	-	-
Stage 1	*346	423	-	*149	236	-	-	-	-	-	-	-
Stage 2	*606	234	-	*717	419	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	13.43	18.63	0.03	0.26
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	584	-	-	439	153	666	295	-	-
HCM Lane V/C Ratio	0.009	-	-	0.027	0.213	0.104	0.059	-	-
HCM Control Delay (s/veh)	11.2	-	-	13.4	34.8	11	18	-	-
HCM Lane LOS	B	-	-	B	D	B	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.8	0.3	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	1	3	0	4	0	1772	0	6	1129	1
Future Vol, veh/h	1	0	1	3	0	4	0	1772	0	6	1129	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	1	3	0	4	0	1926	0	7	1227	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2011	3166	614	2430	3167	963	1228	0	0	1926	0	0
Stage 1	1240	1240	-	1926	1926	-	-	-	-	-	-	-
Stage 2	770	1926	-	504	1241	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*515	29	*753	*194	29	*674	549	-	-	289	-	-
Stage 1	*345	433	-	*147	236	-	-	-	-	-	-	-
Stage 2	*692	236	-	*773	432	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*501	28	*753	*189	28	*674	549	-	-	289	-	-
Mov Cap-2 Maneuver	*501	28	-	*189	28	-	-	-	-	-	-	-
Stage 1	*338	423	-	*147	236	-	-	-	-	-	-	-
Stage 2	*688	236	-	*754	422	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.01	16.49	0	0.09
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	549	-	-	601	321	289	-	-
HCM Lane V/C Ratio	-	-	-	0.004	0.024	0.023	-	-
HCM Control Delay (s/veh)	0	-	-	11	16.5	17.7	-	-
HCM Lane LOS	A	-	-	B	C	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	23	2	40	2	0	16	45	1742	14	16	1059	54
Future Vol, veh/h	23	2	40	2	0	16	45	1742	14	16	1059	54
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	2	43	2	0	17	49	1893	15	17	1151	59

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2041	3192	576	2488	3236	947	1210	0	0	1909	0	0
Stage 1	1186	1186	-	1991	1991	-	-	-	-	-	-	-
Stage 2	855	2007	-	496	1245	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*345	22	*793	*128	20	*674	477	-	-	297	-	-
Stage 1	*295	396	-	*128	214	-	-	-	-	-	-	-
Stage 2	*692	209	-	*813	368	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*284	19	*793	*92	17	*674	477	-	-	297	-	-
Mov Cap-2 Maneuver	*284	19	-	*92	17	-	-	-	-	-	-	-
Stage 1	*277	372	-	*115	192	-	-	-	-	-	-	-
Stage 2	*605	188	-	*719	347	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	22.63	14.57	0.34	0.25
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	477	-	-	274	396	297	-	-
HCM Lane V/C Ratio	0.103	-	-	0.258	0.049	0.059	-	-
HCM Control Delay (s/veh)	13.4	-	-	22.6	14.6	17.9	-	-
HCM Lane LOS	B	-	-	C	B	C	-	-
HCM 95th %tile Q(veh)	0.3	-	-	1	0.2	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	35	0	48	11	0	8	25	1280	8	25	1742	52
Future Vol, veh/h	35	0	48	11	0	8	25	1280	8	25	1742	52
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	0	-	-	-	50	-	-	-	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	38	0	52	12	0	9	27	1391	9	27	1893	57

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2559	-	947	2262	3454	700	1950	0	0	1400	0	0
Stage 1	1948	-	-	1450	1450	-	-	-	-	-	-	-
Stage 2	611	-	-	812	2004	-	-	-	-	-	-	-
Critical Hdwy	6.44	-	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	-	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	-	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	-	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*77	0	*674	*143	10	*753	279	-	-	437	-	-
Stage 1	*140	0	-	*231	331	-	-	-	-	-	-	-
Stage 2	*773	0	-	*692	210	-	-	-	-	-	-	-
Platoon blocked, %	0		0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*62	-	*674	*108	8	*753	279	-	-	437	-	-
Mov Cap-2 Maneuver	*62	-	-	*108	8	-	-	-	-	-	-	-
Stage 1	*127	-	-	*209	299	-	-	-	-	-	-	-
Stage 2	*689	-	-	*577	189	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	60.79	29.36	0.37	0.19
HCM LOS	F	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	279	-	-	62	674	168	437	-	-
HCM Lane V/C Ratio	0.098	-	-	0.613	0.077	0.123	0.062	-	-
HCM Control Delay (s/veh)	19.3	-	-	129.4	10.8	29.4	13.8	-	-
HCM Lane LOS	C	-	-	F	B	D	B	-	-
HCM 95th %tile Q(veh)	0.3	-	-	2.6	0.3	0.4	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	0	11	24	0	18	2	1274	25	46	1758	7
Future Vol, veh/h	9	0	11	24	0	18	2	1274	25	46	1758	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	0	12	26	0	20	2	1385	27	50	1911	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2569	3427	955	2267	3421	706	1918	0	0	1412	0	0
Stage 1	2011	2011	-	1403	1403	-	-	-	-	-	-	-
Stage 2	558	1416	-	864	2018	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*156	15	*666	*326	15	*746	304	-	-	443	-	-
Stage 1	*130	215	-	*265	362	-	-	-	-	-	-	-
Stage 2	*766	355	-	*683	213	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*134	13	*666	*282	14	*746	304	-	-	443	-	-
Mov Cap-2 Maneuver	*134	13	-	*282	14	-	-	-	-	-	-	-
Stage 1	*115	191	-	*264	359	-	-	-	-	-	-	-
Stage 2	*740	353	-	*595	189	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	21.61	15.15	0.03	0.36
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	304	-	-	238	282	746	443	-	-
HCM Lane V/C Ratio	0.007	-	-	0.091	0.092	0.026	0.113	-	-
HCM Control Delay (s/veh)	16.9	-	-	21.6	19	10	14.2	-	-
HCM Lane LOS	C	-	-	C	C	A	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0.3	0.3	0.1	0.4	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	0	1	2	0	5	5	1283	3	5	1794	0
Future Vol, veh/h	3	0	1	2	0	5	5	1283	3	5	1794	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	0	1	2	0	5	5	1395	3	5	1950	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2530	3370	975	2198	3368	699	1950	0	0	1398	0	0
Stage 1	1961	1961	-	1407	1407	-	-	-	-	-	-	-
Stage 2	569	1409	-	791	1961	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*152	17	*674	*335	17	*753	279	-	-	438	-	-
Stage 1	*137	224	-	*251	350	-	-	-	-	-	-	-
Stage 2	*773	349	-	*692	224	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*146	16	*674	*324	16	*753	279	-	-	438	-	-
Mov Cap-2 Maneuver	*146	16	-	*324	16	-	-	-	-	-	-	-
Stage 1	*135	221	-	*246	343	-	-	-	-	-	-	-
Stage 2	*752	342	-	*682	221	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	25.26	11.68	0.07	0.04
HCM LOS	D	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	279	-	-	182	546	438	-	-
HCM Lane V/C Ratio	0.02	-	-	0.024	0.014	0.012	-	-
HCM Control Delay (s/veh)	18.2	-	-	25.3	11.7	13.3	-	-
HCM Lane LOS	C	-	-	D	B	B	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↰	↑↑↑	↱	↰	↑↑↑	↱
Traffic Vol, veh/h	11	1	31	3	0	27	26	1269	10	19	1752	29
Future Vol, veh/h	11	1	31	3	0	27	26	1269	10	19	1752	29
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	1	34	3	0	29	28	1379	11	21	1904	32

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2554	3392	952	2239	3413	690	1936	0	0	1390	0	0
Stage 1	1946	1946	-	1436	1436	-	-	-	-	-	-	-
Stage 2	608	1447	-	804	1977	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*144	16	*674	*304	15	*753	285	-	-	443	-	-
Stage 1	*141	229	-	*238	337	-	-	-	-	-	-	-
Stage 2	*773	332	-	*692	218	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*118	13	*674	*231	13	*753	285	-	-	443	-	-
Mov Cap-2 Maneuver	*118	13	-	*231	13	-	-	-	-	-	-	-
Stage 1	*135	218	-	*214	304	-	-	-	-	-	-	-
Stage 2	*669	299	-	*624	208	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	28.14	11.19	0.38	0.14
HCM LOS	D	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	285	-	-	202	614	443	-	-
HCM Lane V/C Ratio	0.099	-	-	0.232	0.053	0.047	-	-
HCM Control Delay (s/veh)	19	-	-	28.1	11.2	13.5	-	-
HCM Lane LOS	C	-	-	D	B	B	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.9	0.2	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Appendix J – Year 2032 No Build Capacity Analysis

J

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	59	27	30	1828	1148	50
Future Vol, veh/h	59	27	30	1828	1148	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	150	0	50	-	-	195
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	64	29	33	1987	1248	54

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2108	624	1302	0	-	0
Stage 1	1248	-	-	-	-	-
Stage 2	860	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.34	-	-	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	3.12	-	-	-
Pot Cap-1 Maneuver	*379	*753	498	-	-	-
Stage 1	*378	-	-	-	-	-
Stage 2	*652	-	-	-	-	-
Platoon blocked, %	0	0	0	-	-	-
Mov Cap-1 Maneuver	*354	*753	498	-	-	-
Mov Cap-2 Maneuver	*322	-	-	-	-	-
Stage 1	*353	-	-	-	-	-
Stage 2	*652	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	16.11	0.21	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	498	-	322	753	-	-
HCM Lane V/C Ratio	0.065	-	0.199	0.039	-	-
HCM Control Delay (s/veh)	12.7	-	18.9	10	-	-
HCM Lane LOS	B	-	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	0.7	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	0	3	0	0	1	5	1857	2	5	1143	7
Future Vol, veh/h	9	0	3	0	0	1	5	1857	2	5	1143	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	0	3	0	0	1	5	2018	2	5	1242	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2072	3285	621	2538	3291	1010	1250	0	0	2021	0	0
Stage 1	1253	1253	-	2030	2030	-	-	-	-	-	-	-
Stage 2	818	2032	-	508	1261	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*498	23	*746	*180	23	*626	550	-	-	311	-	-
Stage 1	*354	438	-	*166	249	-	-	-	-	-	-	-
Stage 2	*642	248	-	*766	434	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*483	23	*746	*174	22	*626	550	-	-	311	-	-
Mov Cap-2 Maneuver	*483	23	-	*174	22	-	-	-	-	-	-	-
Stage 1	*348	431	-	*164	246	-	-	-	-	-	-	-
Stage 2	*635	246	-	*749	426	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.96	10.76	0.03	0.07
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	550	-	-	530	626	311	-	-
HCM Lane V/C Ratio	0.01	-	-	0.025	0.002	0.017	-	-
HCM Control Delay (s/veh)	11.6	-	-	12	10.8	16.8	-	-
HCM Lane LOS	B	-	-	B	B	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	1	3	0	4	0	1846	0	7	1139	1
Future Vol, veh/h	1	0	1	3	0	4	0	1846	0	7	1139	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	1	3	0	4	0	2007	0	8	1238	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2056	3260	619	2517	3261	1003	1239	0	0	2007	0	0
Stage 1	1253	1253	-	2007	2007	-	-	-	-	-	-	-
Stage 2	803	2007	-	510	1254	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*482	27	*753	*216	27	*635	541	-	-	304	-	-
Stage 1	*337	425	-	*163	247	-	-	-	-	-	-	-
Stage 2	*652	247	-	*773	425	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*467	26	*753	*210	26	*635	541	-	-	304	-	-
Mov Cap-2 Maneuver	*467	26	-	*210	26	-	-	-	-	-	-	-
Stage 1	*329	415	-	*163	247	-	-	-	-	-	-	-
Stage 2	*647	247	-	*752	414	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.27	15.82	0	0.1
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	541	-	-	576	340	304	-	-
HCM Lane V/C Ratio	-	-	-	0.004	0.022	0.025	-	-
HCM Control Delay (s/veh)	0	-	-	11.3	15.8	17.1	-	-
HCM Lane LOS	A	-	-	B	C	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	24	2	42	2	0	16	47	1815	14	16	1066	57
Future Vol, veh/h	24	2	42	2	0	16	47	1815	14	16	1066	57
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	26	2	46	2	0	17	51	1973	15	17	1159	62

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2085	3284	579	2574	3330	986	1221	0	0	1988	0	0
Stage 1	1193	1193	-	2075	2075	-	-	-	-	-	-	-
Stage 2	891	2090	-	499	1255	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*435	21	*793	*137	19	*635	470	-	-	313	-	-
Stage 1	*291	392	-	*139	222	-	-	-	-	-	-	-
Stage 2	*652	217	-	*813	364	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*356	18	*793	*97	16	*635	470	-	-	313	-	-
Mov Cap-2 Maneuver	*356	18	-	*97	16	-	-	-	-	-	-	-
Stage 1	*274	370	-	*124	198	-	-	-	-	-	-	-
Stage 2	*565	193	-	*720	343	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	21.53	14.65	0.34	0.24
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	470	-	-	291	393	313	-	-
HCM Lane V/C Ratio	0.109	-	-	0.254	0.05	0.055	-	-
HCM Control Delay (s/veh)	13.6	-	-	21.5	14.6	17.2	-	-
HCM Lane LOS	B	-	-	C	B	C	-	-
HCM 95th %tile Q(veh)	0.4	-	-	1	0.2	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	37	50	26	1324	1780	55
Future Vol, veh/h	37	50	26	1324	1780	55
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	150	0	50	-	-	195
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	40	54	28	1439	1935	60

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	2567	967	1995	0	-	0
Stage 1	1935	-	-	-	-	-
Stage 2	632	-	-	-	-	-
Critical Hdwy	5.74	7.14	5.34	-	-	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	3.12	-	-	-
Pot Cap-1 Maneuver	*105	*674	260	-	-	-
Stage 1	*176	-	-	-	-	-
Stage 2	*733	-	-	-	-	-
Platoon blocked, %	0	0	0	-	-	-
Mov Cap-1 Maneuver	*93	*674	260	-	-	-
Mov Cap-2 Maneuver	*138	-	-	-	-	-
Stage 1	*157	-	-	-	-	-
Stage 2	*733	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	23.87	0.39	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	260	-	138	674	-	-
HCM Lane V/C Ratio	0.109	-	0.292	0.081	-	-
HCM Control Delay (s/veh)	20.5	-	41.5	10.8	-	-
HCM Lane LOS	C	-	E	B	-	-
HCM 95th %tile Q(veh)	0.4	-	1.1	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	10	0	12	2	0	0	2	1328	2	3	1834	8
Future Vol, veh/h	10	0	12	2	0	0	2	1328	2	3	1834	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	0	13	2	0	0	2	1443	2	3	1993	9

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2582	3450	997	2253	3458	723	2002	0	0	1446	0	0
Stage 1	2000	2000	-	1449	1449	-	-	-	-	-	-	-
Stage 2	582	1450	-	804	2009	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*314	21	*626	*424	20	*706	321	-	-	506	-	-
Stage 1	*178	261	-	*321	403	-	-	-	-	-	-	-
Stage 2	*724	403	-	*642	257	-	-	-	-	-	-	-
Platoon blocked, %	1	1	0	1	1	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*310	21	*626	*410	20	*706	321	-	-	506	-	-
Mov Cap-2 Maneuver	*310	21	-	*410	20	-	-	-	-	-	-	-
Stage 1	*177	259	-	*319	400	-	-	-	-	-	-	-
Stage 2	*720	400	-	*625	256	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	13.92	13.83	0.02	0.02
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	321	-	-	428	410	506	-	-
HCM Lane V/C Ratio	0.007	-	-	0.056	0.005	0.006	-	-
HCM Control Delay (s/veh)	16.3	-	-	13.9	13.8	12.2	-	-
HCM Lane LOS	C	-	-	B	B	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	0	1	2	0	5	5	1311	3	5	1846	0
Future Vol, veh/h	3	0	1	2	0	5	5	1311	3	5	1846	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	0	1	2	0	5	5	1425	3	5	2007	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2598	3457	1003	2251	3455	714	2007	0	0	1428	0	0
Stage 1	2017	2017	-	1438	1438	-	-	-	-	-	-	-
Stage 2	581	1439	-	813	2017	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*175	15	*635	*422	15	*753	304	-	-	421	-	-
Stage 1	*159	243	-	*237	336	-	-	-	-	-	-	-
Stage 2	*773	336	-	*652	243	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*168	15	*635	*409	15	*753	304	-	-	421	-	-
Mov Cap-2 Maneuver	*168	15	-	*409	15	-	-	-	-	-	-	-
Stage 1	*157	240	-	*233	330	-	-	-	-	-	-	-
Stage 2	*754	330	-	*642	240	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	22.84	11	0.06	0.04
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	304	-	-	206	607	421	-	-
HCM Lane V/C Ratio	0.018	-	-	0.021	0.013	0.013	-	-
HCM Control Delay (s/veh)	17	-	-	22.8	11	13.7	-	-
HCM Lane LOS	C	-	-	C	B	B	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	12	1	33	3	0	28	27	1296	11	20	1802	31
Future Vol, veh/h	12	1	33	3	0	28	27	1296	11	20	1802	31
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	1	36	3	0	30	29	1409	12	22	1959	34

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2624	3482	979	2295	3503	704	1992	0	0	1421	0	0
Stage 1	2002	2002	-	1467	1467	-	-	-	-	-	-	-
Stage 2	622	1479	-	828	2036	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*163	14	*635	*379	13	*753	311	-	-	425	-	-
Stage 1	*165	249	-	*224	323	-	-	-	-	-	-	-
Stage 2	*773	319	-	*652	236	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*135	12	*635	*284	12	*753	311	-	-	425	-	-
Mov Cap-2 Maneuver	*135	12	-	*284	12	-	-	-	-	-	-	-
Stage 1	*156	236	-	*203	293	-	-	-	-	-	-	-
Stage 2	*672	288	-	*581	224	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	27.85	10.85	0.36	0.15
HCM LOS	D	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	311	-	-	207	649	425	-	-
HCM Lane V/C Ratio	0.094	-	-	0.242	0.052	0.051	-	-
HCM Control Delay (s/veh)	17.8	-	-	27.9	10.8	13.9	-	-
HCM Lane LOS	C	-	-	D	B	B	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.9	0.2	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Appendix K – Year 2032 Build Capacity Analysis

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	59	0	27	13	0	28	30	1892	4	9	1164	50
Future Vol, veh/h	59	0	27	13	0	28	30	1892	4	9	1164	50
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	0	-	-	-	50	-	-	-	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	64	0	29	14	0	30	33	2057	4	10	1265	54

Major/Minor	Minor2		Minor1			Major1				Major2		
Conflicting Flow All	2173	-	633	2650	3463	1030	1320	0	0	2061	0	0
Stage 1	1285	-	-	2124	2124	-	-	-	-	-	-	-
Stage 2	888	-	-	526	1339	-	-	-	-	-	-	-
Critical Hdwy	6.44	-	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	-	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	-	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	-	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*379	0	*753	*120	13	*635	487	-	-	279	-	-
Stage 1	*317	0	-	*124	206	-	-	-	-	-	-	-
Stage 2	*652	0	-	*773	382	-	-	-	-	-	-	-
Platoon blocked, %	0		0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*321	-	*753	*102	12	*635	487	-	-	279	-	-
Mov Cap-2 Maneuver	*321	-	-	*102	12	-	-	-	-	-	-	-
Stage 1	*303	-	-	*116	192	-	-	-	-	-	-	-
Stage 2	*579	-	-	*708	364	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	16.15	23.42	0.2	0.14
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	487	-	-	321	753	240	279	-	-
HCM Lane V/C Ratio	0.067	-	-	0.2	0.039	0.186	0.035	-	-
HCM Control Delay (s/veh)	12.9	-	-	19	10	23.4	18.4	-	-
HCM Lane LOS	B	-	-	C	A	C	C	-	-
HCM 95th %tile Q(veh)	0.2	-	-	0.7	0.1	0.7	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	0	3	30	0	64	5	1861	11	16	1156	7
Future Vol, veh/h	9	0	3	30	0	64	5	1861	11	16	1156	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	0	3	33	0	70	5	2023	12	17	1257	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2111	3337	628	2577	3339	1017	1264	0	0	2035	0	0
Stage 1	1291	1291	-	2040	2040	-	-	-	-	-	-	-
Stage 2	820	2046	-	537	1299	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*367	17	*746	*124	17	*626	540	-	-	304	-	-
Stage 1	*329	417	-	*162	245	-	-	-	-	-	-	-
Stage 2	*642	243	-	*766	413	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*304	16	*746	*115	16	*626	540	-	-	304	-	-
Mov Cap-2 Maneuver	*304	16	-	*115	16	-	-	-	-	-	-	-
Stage 1	*310	394	-	*160	243	-	-	-	-	-	-	-
Stage 2	*565	240	-	*719	390	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	15.47	23.19	0.03	0.24
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	540	-	-	357	115	626	304	-	-
HCM Lane V/C Ratio	0.01	-	-	0.037	0.283	0.111	0.057	-	-
HCM Control Delay (s/veh)	11.7	-	-	15.5	48.2	11.5	17.6	-	-
HCM Lane LOS	B	-	-	C	E	B	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	1.1	0.4	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	1	3	0	4	0	1861	0	7	1182	1
Future Vol, veh/h	1	0	1	3	0	4	0	1861	0	7	1182	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	1	3	0	4	0	2023	0	8	1285	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2109	3323	642	2552	3324	1011	1286	0	0	2023	0	0
Stage 1	1300	1300	-	2023	2023	-	-	-	-	-	-	-
Stage 2	809	2023	-	529	1301	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*482	23	*753	*197	23	*635	509	-	-	296	-	-
Stage 1	*308	401	-	*157	241	-	-	-	-	-	-	-
Stage 2	*652	241	-	*773	400	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*467	22	*753	*192	22	*635	509	-	-	296	-	-
Mov Cap-2 Maneuver	*467	22	-	*192	22	-	-	-	-	-	-	-
Stage 1	*300	391	-	*157	241	-	-	-	-	-	-	-
Stage 2	*647	241	-	*752	390	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.27	16.56	0	0.1
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	509	-	-	576	319	296	-	-
HCM Lane V/C Ratio	-	-	-	0.004	0.024	0.026	-	-
HCM Control Delay (s/veh)	0	-	-	11.3	16.6	17.5	-	-
HCM Lane LOS	A	-	-	B	C	C	-	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	24	2	42	2	0	16	47	1830	14	16	1109	57
Future Vol, veh/h	24	2	42	2	0	16	47	1830	14	16	1109	57
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	26	2	46	2	0	17	51	1989	15	17	1205	62

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2138	3347	603	2609	3393	995	1267	0	0	2004	0	0
Stage 1	1240	1240	-	2091	2091	-	-	-	-	-	-	-
Stage 2	898	2107	-	518	1302	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*482	21	*753	*170	18	*635	521	-	-	305	-	-
Stage 1	*345	433	-	*134	217	-	-	-	-	-	-	-
Stage 2	*652	212	-	*773	400	-	-	-	-	-	-	-
Platoon blocked, %	0	0	0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*399	18	*753	*122	16	*635	521	-	-	305	-	-
Mov Cap-2 Maneuver	*399	18	-	*122	16	-	-	-	-	-	-	-
Stage 1	*326	408	-	*121	195	-	-	-	-	-	-	-
Stage 2	*572	191	-	*681	377	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	20.92	13.72	0.31	0.24
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	521	-	-	299	432	305	-	-
HCM Lane V/C Ratio	0.098	-	-	0.247	0.045	0.057	-	-
HCM Control Delay (s/veh)	12.7	-	-	20.9	13.7	17.5	-	-
HCM Lane LOS	B	-	-	C	B	C	-	-
HCM 95th %tile Q(veh)	0.3	-	-	1	0.1	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	2.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	37	0	50	11	0	8	26	1342	8	25	1826	55
Future Vol, veh/h	37	0	50	11	0	8	26	1342	8	25	1826	55
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	0	-	-	-	50	-	-	-	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	40	0	54	12	0	9	28	1459	9	27	1985	60

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2679	-	992	2368	3618	734	2045	0	0	1467	0	0
Stage 1	2039	-	-	1520	1520	-	-	-	-	-	-	-
Stage 2	640	-	-	848	2099	-	-	-	-	-	-	-
Critical Hdwy	6.44	-	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	-	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	-	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	-	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*69	0	*635	*136	7	*714	286	-	-	473	-	-
Stage 1	*151	0	-	*263	354	-	-	-	-	-	-	-
Stage 2	*733	0	-	*652	214	-	-	-	-	-	-	-
Platoon blocked, %	0		0	0	0	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*56	-	*635	*102	6	*714	286	-	-	473	-	-
Mov Cap-2 Maneuver	*56	-	-	*102	6	-	-	-	-	-	-	-
Stage 1	*137	-	-	*237	319	-	-	-	-	-	-	-
Stage 2	*652	-	-	*541	194	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	76.73	30.95	0.36	0.17
HCM LOS	F	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	286	-	-	56	635	159	473	-	-
HCM Lane V/C Ratio	0.099	-	-	0.723	0.086	0.13	0.057	-	-
HCM Control Delay (s/veh)	18.9	-	-	165.3	11.2	30.9	13.1	-	-
HCM Lane LOS	C	-	-	F	B	D	B	-	-
HCM 95th %tile Q(veh)	0.3	-	-	3	0.3	0.4	0.2	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	10	0	12	24	0	18	2	1336	25	46	1845	8
Future Vol, veh/h	10	0	12	24	0	18	2	1336	25	46	1845	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	195
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	0	13	26	0	20	2	1452	27	50	2005	9

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2691	3589	1003	2372	3584	740	2014	0	0	1479	0	0
Stage 1	2105	2105	-	1470	1470	-	-	-	-	-	-	-
Stage 2	585	1484	-	902	2114	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*230	13	*626	*424	13	*706	315	-	-	482	-	-
Stage 1	*139	221	-	*308	392	-	-	-	-	-	-	-
Stage 2	*724	385	-	*642	218	-	-	-	-	-	-	-
Platoon blocked, %	1	1	0	1	1	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*199	12	*626	*370	12	*706	315	-	-	482	-	-
Mov Cap-2 Maneuver	*199	12	-	*370	12	-	-	-	-	-	-	-
Stage 1	*125	198	-	*305	389	-	-	-	-	-	-	-
Stage 2	*699	382	-	*563	195	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	17.29	13.24	0.02	0.32
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	315	-	-	317	370	706	482	-	-
HCM Lane V/C Ratio	0.007	-	-	0.076	0.071	0.028	0.104	-	-
HCM Control Delay (s/veh)	16.5	-	-	17.3	15.5	10.2	13.3	-	-
HCM Lane LOS	C	-	-	C	C	B	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0.2	0.1	0.3	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	0	1	2	0	5	5	1344	3	5	1881	0
Future Vol, veh/h	3	0	1	2	0	5	5	1344	3	5	1881	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	-	50	-	265
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	0	1	2	0	5	5	1461	3	5	2045	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2651	3530	1022	2302	3529	732	2045	0	0	1464	0	0
Stage 1	2055	2055	-	1473	1473	-	-	-	-	-	-	-
Stage 2	595	1475	-	829	2055	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*217	15	*635	*442	15	*714	286	-	-	475	-	-
Stage 1	*146	229	-	*289	377	-	-	-	-	-	-	-
Stage 2	*733	376	-	*652	229	-	-	-	-	-	-	-
Platoon blocked, %	1	1	0	1	1	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*208	14	*635	*428	14	*714	286	-	-	475	-	-
Mov Cap-2 Maneuver	*208	14	-	*428	14	-	-	-	-	-	-	-
Stage 1	*144	227	-	*283	370	-	-	-	-	-	-	-
Stage 2	*713	369	-	*643	227	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	19.63	11.08	0.07	0.03
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	286	-	-	250	599	475	-	-
HCM Lane V/C Ratio	0.019	-	-	0.017	0.013	0.011	-	-
HCM Control Delay (s/veh)	17.8	-	-	19.6	11.1	12.7	-	-
HCM Lane LOS	C	-	-	C	B	B	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0	0	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↰	↑↑↑	↱	↰	↑↑↑	↱
Traffic Vol, veh/h	12	1	33	3	0	28	27	1329	11	20	1837	31
Future Vol, veh/h	12	1	33	3	0	28	27	1329	11	20	1837	31
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	50	-	160	50	-	200
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	1	36	3	0	30	29	1445	12	22	1997	34

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2677	3555	998	2346	3577	722	2030	0	0	1457	0	0
Stage 1	2040	2040	-	1503	1503	-	-	-	-	-	-	-
Stage 2	637	1515	-	843	2074	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	*201	14	*635	*442	13	*714	293	-	-	480	-	-
Stage 1	*151	235	-	*272	362	-	-	-	-	-	-	-
Stage 2	*733	356	-	*652	223	-	-	-	-	-	-	-
Platoon blocked, %	1	1	0	1	1	0	0	-	-	0	-	-
Mov Cap-1 Maneuver	*166	12	*635	*329	11	*714	293	-	-	480	-	-
Mov Cap-2 Maneuver	*166	12	-	*329	11	-	-	-	-	-	-	-
Stage 1	*144	224	-	*245	326	-	-	-	-	-	-	-
Stage 2	*631	321	-	*584	213	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	26.23	10.92	0.37	0.14
HCM LOS	D	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	293	-	-	219	641	480	-	-
HCM Lane V/C Ratio	0.1	-	-	0.228	0.053	0.045	-	-
HCM Control Delay (s/veh)	18.7	-	-	26.2	10.9	12.8	-	-
HCM Lane LOS	C	-	-	D	B	B	-	-
HCM 95th %tile Q(veh)	0.3	-	-	0.9	0.2	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-055

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Lauren Schumann, Planning Senior Program Manager
Subject: PLH24-0023 The District Downtown
Introduction and Tentative Adoption of Ordinance No. 5112

Request: Rezoning from Planned Area Development (PAD) for mixed use including multi-family, office, and commercial uses permitted under the Community Commercial District (C-2) to PAD for mixed use including multi-family, office, commercial uses permitted under the Community Commercial District (C-2) and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet

Preliminary Development Plan (PDP) approval for site layout and conceptual building architecture

Location: Northwest corner Arizona Avenue and the SanTan 202 Freeway
Applicant: Brennan Ray; Burch & Cracchiolo, P.A.

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5112 approving PLH24-0023 The District Downtown, Rezoning from PAD for mixed use including multi-family, office, and commercial uses permitted under the Community Commercial District (C-2) to PAD for mixed use including multi-family, office, and commercial uses permitted under the Community Commercial District (C-2) and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH24-0023 The District Downtown for site layout and conceptual building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Site is 44.7 acres and vacant
- Subject site received PAD zoning for office, retail, hotel with convention center, and mixed use commercial/residential in 1987 as part of a larger master plan that included the adjacent Stonebridge Ranch Apartment Complex
- Zoning extended in 1989 and vested when the apartments were constructed in 2000
- Zoning amended in 2007 to allow a Mid-Rise overlay with heights up to 120 feet for the entire site
- Time extension was approved in 2010
- A rezoning to add multi-family residential within the mixed use development occurred in 2022 with stipulations pertaining to phasing of development
- The applicant requests rezoning to add automobile and truck sales to permitted uses within the mixed-use development, eliminate phasing stipulations, and revised the westernmost multi-family phase from a wrapped parking garage to surface parked development
- Proposed PDP establishes where uses can occur and conceptual building renderings are provided to establish quality of design; a Mid-Rise Overlay is permitted over the entire site allowing building heights up to 120 feet
- If approved, mixed uses include two multi-family developments totaling 800 units, two office buildings, two hotels, two automotive dealerships, and supporting commercial retail at the street intersection

Surrounding Land Use Data:

North	Pecos Road, then multi-family	South	SanTan Freeway, then commercial shopping center
East	Arizona Avenue, then commercial shopping center	West	Multi-family

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Neighborhoods within Downtown Chandler Growth Area	No Change

Proposed Development

	Proposed Land Use
Parcel 1 9.19 acres	Two automobile and truck dealerships
Parcel 2 8.93 acres	Commercial Uses including retail, restaurants, maximum of three drive-thru pads, and common outdoor community space Approximately 45,115 square feet commercial uses
Parcel 3 4.73 acres	2 two-story office buildings with outdoor plaza and parking Approximately 72,800 square feet of office
Parcel 4 6.02 acres	Multi-family residential 400 units; density 66.4 du/ac Units wrap parking garage
Parcel 5 12.35 acre	Multi-family residential 400 units; density 32.4 du/ac Surface parked
Parcel 6 & 7 4.01 acres	Two hotels each with 98 rooms; totaling 196 hotel rooms

Review and Recommendation

The subject site has been zoned for mixed-use development since 1987 and a Mid-Rise Overlay allowing for heights up to 120 feet since 2007. The site is the last undeveloped quadrant of the San Tan Freeway/Arizona Avenue interchange and occupies all vacant land bounded by Arizona Avenue, Pecos Road, existing multi-family to the west, and the Loop 202 San Tan Freeway. The other three interchange quadrants have been developed as retail power centers anchored by large box retailers. The applicant proposes to complete this intersection with a mixed-use development including high-density residential, office, and commercial uses.

Within the 2022 zoning case, stipulations were added to ensure more than one use would develop. Stipulations stated a portion of commercial must develop prior to the first phase of multi-family and all commercial buildings along Arizona Avenue were required to be built before the second phase of multi-family could occur. The developer has asked the phasing stipulations be removed to maintain flexibility while attracting potential tenant(s) and allow the property to develop

under market demand.

The developer has provided a phasing plan; within the first phase, all landscaping along Arizona Avenue and Pecos Road will be installed and the internal 'main street' will be built. The main internal drive has been revised to a curvilinear design with a focal point of open space between the different uses and tree-lined sidewalks will be provided throughout the development for connectivity. The second phase would include the commercial corner at Arizona Avenue and Pecos Road, one hotel, and the multi-family located along the western property line. The proposed multi-family development under phase two is surface parked and compatible with the existing surfaced parked multi-family to the immediate west. The new design shifts the buildings further to the east fronting onto the internal main street. The surface parked multi-family development will encompass the entire western property.

The applicant requests to add automobile and truck sales to the permitted uses, which are permitted by right within properties zoned Regional Commercial (C-3) district. The proposed dealerships are adjacent to the SanTan Freeway and could accommodate potentially two different dealerships. Staff is proposing a stipulation allowing only franchise dealerships, which have exclusive rights to sell new vehicles to the public for a specific manufacturer or brand. Franchise dealerships provide a larger selection of new vehicles and provide some used vehicles. The proposed dealerships request a digital sign along Arizona Avenue, which is consistent with signage permitted at other auto dealerships along the freeway within Chandler.

The applicant has included conceptual renderings and exhibits to establish the required level of quality and design for buildings, hardscape, and landscaping. Upon identifying the tenant and respective building needs, the applicant will submit for Administrative Design Review for site and building design. Staff will review the administrative submittal for consistency with the renderings, conceptual imagery, narrative, stipulations, and City Code. The conceptual Development Booklet and stipulations will result in a high-quality mixed-use development to complete the intersection and entrance to the downtown area.

Planning staff has reviewed and supports the request, citing consistency with the General Plan and goals of the Downtown Chandler Growth Area. The District Downtown will create a sense of place through site layout by providing a main street boulevard with tree-lined sidewalks, building awnings, patio areas, public outdoor plaza areas, landscaping, and cohesive architecture. Since 1987, the subject site has been intended to develop with employment uses and supporting commercial uses. The request will continue this vision and improve by adding a

residential component of 800 units to further supplement the commercial during the non-office hours. Furthermore, the subject site has allowed for building heights up to 120 feet since 2007. Staff continues to support the request for Mid-Rise Overlay allowing building heights up to 120 feet as the property abuts the freeway and a major intersection.

Planning and Zoning Commission recommends approval subject to conditions.

Traffic Analysis

A Traffic Impact Study was submitted to the City's Transportation Engineer and accepted. The developer will install a new signal along Pecos Road at Palm Lane to allow better access to the site and circulation within and around the development.

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 neighborhood meeting was held on July 10, 2024. Four residents attended, asking general questions of the project including traffic, proposed uses, and construction timelines.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting September 18, 2024
Motion to Approve

In Favor: 5 Opposed: 1 (Heumann) Absent: 1 (Lopez)

The item was moved to the action agenda, as requested by Chair Heumann due to concerns with the proposed automobile dealership use within a mixed-use development, the proposed phasing plan, and the subject site being the southern gateway to Chandler's Downtown. The Chair expressed concerns stating dealerships tend to locate within an area with other dealerships and questioned the viability of two independent dealerships at this location. Furthermore, Chair Heumann questioned if dealerships were the right use for the gateway into the Downtown. The Commission also modified PDP stipulation #2, ensuring that non-residential development would occur prior to reviewing a PDP application

for multi-family on Parcel 4.

Other commissioners had concerns with the proposed phasing plan and thought the western multi-family would be constructed with limited commercial uses. The applicant proposed to amend the phasing plan stating 75% of the commercial retail buildings within Parcel 2 shall be constructed and receive a Certificate of Completion before a Preliminary Development Plan for the second multi-family can be filed. PDP stipulation number two has been amended to reflect the modified stipulation.

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from PAD for mixed use development including multi-family, office, and commercial uses permitted under Community Commercial (C-2) to PAD for mixed use including multi-family, office, commercial uses permitted under the Community Commercial District (C-2) and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet, subject to the following conditions:

1. Development shall be in substantial conformance with the conceptual plans included in the Development Booklet, entitled, "The District Downtown" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0023, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by Chandler City Council.

2. Building heights shall not exceed 120 (one hundred and twenty) feet in height as measured to the top of parapet of the building façade.

3. Residential density shall be permitted up to a maximum density of forty (40) dwelling units per acre for Parcel 5 and seventy (70) dwelling units per acre for Parcel 4.

4. Uses permitted within the office buildings include general office and medical office. Medical office shall be contingent upon compliance with minimum parking requirements per Zoning Code section 35-1804 Parking Schedule.

5. Users for the automobile and truck sales shall be limited to franchise dealerships only. Franchise dealerships are those dealerships that (a) meet the definition of a “franchisee” under A.R.S. 28-4301, (b) have received a New Motor Vehicle Dealer license from the Arizona Motor Vehicle Division to sell new vehicles, and (c) have the legal right to sell new vehicles to the

public for a specific manufacturer or brand.

6. 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.

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. 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.

9. The landscaping and all other improvements in all 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.

10. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

11. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Arizona Avenue	30 feet
Pecos Road	30 feet
West	20 feet
South	10 feet

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 conceptual plans included in the Development Booklet, entitled, "The District Downtown" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0023, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by Chandler City Council.

2. A separate Preliminary Development Plan application shall be required for the

proposed multi-family on Parcel 4. The PDP application for Parcel 4 cannot be filed until one hotel and 75% of the commercial building (2-B, 2-C, 2-D, and 2-E along Arizona Avenue) in Phase 2 have received a Certificate of Completion.

3. In the event that a different use, other than automobile and truck sales, proposes to develop on Parcel 1, a separate Preliminary Development Plan application will be required.

4. As part of the Administrative Design Review process, where staff determines the proposed site improvements do not achieve a high-quality interconnected mixed-use development, the request may be reverted to Council for approval of a revised Preliminary Development Plan.

5. As part of the Administrative Design Review process, where staff determines that the proposed building design does not achieve a high-quality architectural design as rendered in exhibits within the Development Booklet, the request may be reverted to Council for approval of a revised Preliminary Development Plan.

6. Phase 1 shall include all off-site improvements, landscaping along Arizona Avenue and Pecos Road, and internal drive through the site, as depicted in the Phasing exhibit.

7. The development shall be in compliance with current Commercial Design Standards and Parking Schedule, unless indicated within the "The District Downtown" development booklet.

8. Tree-lined sidewalks connecting all uses within the development shall be provided.

9. A minimum of one passenger loading area shall be provided for each multi-family parcel, office, and one for each commercial parcel.

10. Electric vehicle charging stations shall be provided in each commercial parcel and a minimum of two electric vehicle charging stations shall be provided per residential building.

11. All roof-mounted mechanical equipment shall be fully screened on all sides by top of parapet. Said screening shall be architecturally integrated with the building.

12. The developer shall provide a porte cochère at the entrance of each hotel.

13. 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.

14. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

15. Fifty percent of the trees planted along Arizona Avenue and Pecos Road shall be a minimum of 36-inch box and 12-feet in height at the time of planting.

16. The mesquite tree species shall be replaced with another species from the City approved low-water use plant list.

17. Except as shown in the Development Booklet, all signs shall comply with Chapter 39, Sign Code, of the Chandler City Code.

18. The proposed digital monument sign shall only be utilized by the permitted automobile and truck dealerships on Parcel 1.

19. Signage shall be designed in coordination with landscape plans, planting materials, storm water basins, site contours, utility pedestals, and other site appurtenances or features so as not to create problems with sign visibility or prompt the removal of required or proposed landscaping. Building signage shall be architecturally coordinated with the respective façade.

20. The monument sign’s sign panels shall have an integrated or decorative cover panel until a tenant name is added to the sign.

21. The site shall be maintained in a clean and orderly manner.

Attachments

Ordinance 5112
Vicinity Maps
Development Booklet
2022 Approved Site Plan

ORDINANCE NO. 5112

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 MIXED USE DEVELOPMENT INCLUDING MULTI-FAMILY, OFFICE, AND COMMERCIAL USES AS PERMITTED UNDER COMMUNITY COMMERCIAL (C-2) TYPE USES TO PAD FOR MIXED USE DEVELOPMENT INCLUDING MULTI-FAMILY, OFFICE, AND COMMERCIAL USES AS PERMITTED UNDER COMMUNITY COMMERCIAL (C-2) USES AND AUTOMOBILE AND TRUCK SALES WITH MID-RISE OVERLAY ALLOWING HEIGHTS UP TO ONE-HUNDRED AND TWENTY (120) FEET IN CASE PLH24-0023 (THE DISTRICT DOWNTOWN) LOCATED NORTHWEST CORNER OF ARIZONA AVENUE AND SANTAN 202 FREEWAY 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, 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 office, retail, and commercial uses as permitted under Community Commercial (C-2) type uses to PAD for mixed use development including multi-family, office, and commercial uses as permitted under Community Commercial (C-2) uses and automobile and truck sales a with Mid-Rise Overlay allowing for building heights up to 120 feet, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "The District Downtown" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0023, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler Council.

2. Building heights shall not exceed 120 (one hundred and twenty) feet in height as measured to the top of parapet of the building façade.

3. Residential density shall be permitted up to a maximum density of forty (40) dwelling units per acre for Parcel 5 and seventy (70) dwelling units per acre for Parcel 4.

4. Uses permitted within the office buildings include general office and medical office. Medical office shall be contingent upon compliance with minimum parking requirements per Zoning Code section 35-1804 Parking Schedule.

5. Users for the automobile and truck sales shall be limited to franchise dealerships only. Franchise dealerships are those dealerships that (a) meet the definition of a "franchisee" under A.R.S. 28-4301, (b) have received a New Motor Vehicle Dealer license from the Arizona Motor Vehicle Division to sell new vehicles, and (c) have the legal right to sell new vehicles to the public for a specific manufacturer or brand.

6. 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.

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. 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.

9. The landscaping and all other improvements in all 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.

10. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

11. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Arizona Avenue	30 feet
Pecos Road	30 feet
West	20 feet
South	10 feet

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. 5112 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

REMAINDER PARCEL

THAT PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89°35'07" WEST, A DISTANCE OF 2652.03 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER SOUTH 89°35'07" WEST, A DISTANCE OF 1761.37 FEET;

THENCE SOUTH 0°24'53" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PECOS ROAD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°16'00" EAST, A DISTANCE OF 1012.29 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE THE NEXT FOUR (4) CALLS;

SOUTH 89°16'00" EAST, A DISTANCE OF 185.93 FEET;

NORTH 89°35'07" EAST, A DISTANCE OF 149.80 FEET;

SOUTH 0°24'55" EAST, A DISTANCE OF 10.00 FEET;

NORTH 89°35'07" EAST, A DISTANCE OF 307.63 FEET;

THENCE SOUTH 41°04'53" EAST, A DISTANCE OF 24.58 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ARIZONA AVENUE;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE NEXT TWELVE (12) CALLS;

SOUTH 08°15'39" WEST, A DISTANCE OF 39.88 FEET;

SOUTH 0°38'48" WEST, A DISTANCE OF 13.94 FEET;

SOUTH 89°35'07" WEST, A DISTANCE OF 4.50 FEET;

SOUTH 0°38'37" WEST, A DISTANCE OF 48.51 FEET;

SOUTH 89°35'07" WEST, A DISTANCE OF 4.50 FEET;

SOUTH 0°38'48" WEST, A DISTANCE OF 12.55 FEET;

SOUTH 14°43'45" EAST, A DISTANCE OF 41.48 FEET;

SOUTH 0°38'48" WEST, A DISTANCE OF 236.06 FEET;

SOUTH 89°21'12" EAST, A DISTANCE OF 16.99 FEET;



SOUTH 0°38'48" WEST, A DISTANCE OF 75.56 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3901.72 FEET, AND A CENTRAL ANGLE OF 5°00'15";

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.77 FEET;

SOUTH 04°21'27" EAST, A DISTANCE OF 206.09 FEET;

THENCE SOUTH 39°46'29" WEST, A DISTANCE OF 88.25 FEET TO THE NORTH RIGHT OF WAY LINE OF ARIZONA STATE ROUTE 202;

THENCE ALONG SAID NORTH RIGHT OF WAY FOR THE NEXT SIX(6) CALLS;

THENCE SOUTH 84°46'17" WEST, A DISTANCE OF 1169.47 FEET;

THENCE NORTH 65°15'21" WEST, A DISTANCE OF 12.62 FEET;

THENCE NORTH 65°15'21" WEST, A DISTANCE OF 15.23 FEET;

THENCE SOUTH 84°46'07" WEST, A DISTANCE OF 23.25 FEET;

THENCE SOUTH 53°46'56" WEST, A DISTANCE OF 27.03 FEET;

THENCE SOUTH 84°46'17" WEST, A DISTANCE OF 371.92 FEET;

THENCE NORTH 0°54'51" WEST, A DISTANCE OF 331.74 FEET;

THENCE NORTH 89°05'09" EAST, A DISTANCE OF 431.22 FEET;

THENCE NORTH 0°38'39" WEST, A DISTANCE OF 343.87 FEET;

THENCE NORTH 89°35'05" EAST, A DISTANCE OF 574.11 FEET;

THENCE NORTH 0°24'55" WEST, A DISTANCE OF 567.64 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,221,858 SQUARE FEET +/- OR 28.050 ACRES +/-.



LEGAL DESCRIPTION

PARCEL 4

THAT PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89°35'07" WEST, A DISTANCE OF 2652.03 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER SOUTH 89°35'07" WEST, A DISTANCE OF 1761.37 FEET;

THENCE SOUTH 0°24'53" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PECOS ROAD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°16'00" EAST, A DISTANCE OF 435.75 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°16'00" EAST, A DISTANCE OF 576.54 FEET;

THENCE SOUTH 0°24'55" EAST, A DISTANCE OF 567.64 FEET;

THENCE SOUTH 89°35'05" WEST, A DISTANCE OF 574.11 FEET;

THENCE NORTH 0°38'39" WEST, A DISTANCE OF 579.21 FEET TO THE POINT OF BEGINNING.

CONTAINS 329,862 +/- SQUARE FEET OR 7.572 ACRES +/-.



LEGAL DESCRIPTION

PARCEL 5

THAT PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89°35'07" WEST, A DISTANCE OF 2652.03 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER SOUTH 89°35'07" WEST, A DISTANCE OF 1761.37 FEET;

THENCE SOUTH 0°24'53" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PECOS ROAD AND TO THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 89°16'00" EAST, A DISTANCE OF 435.75 FEET;

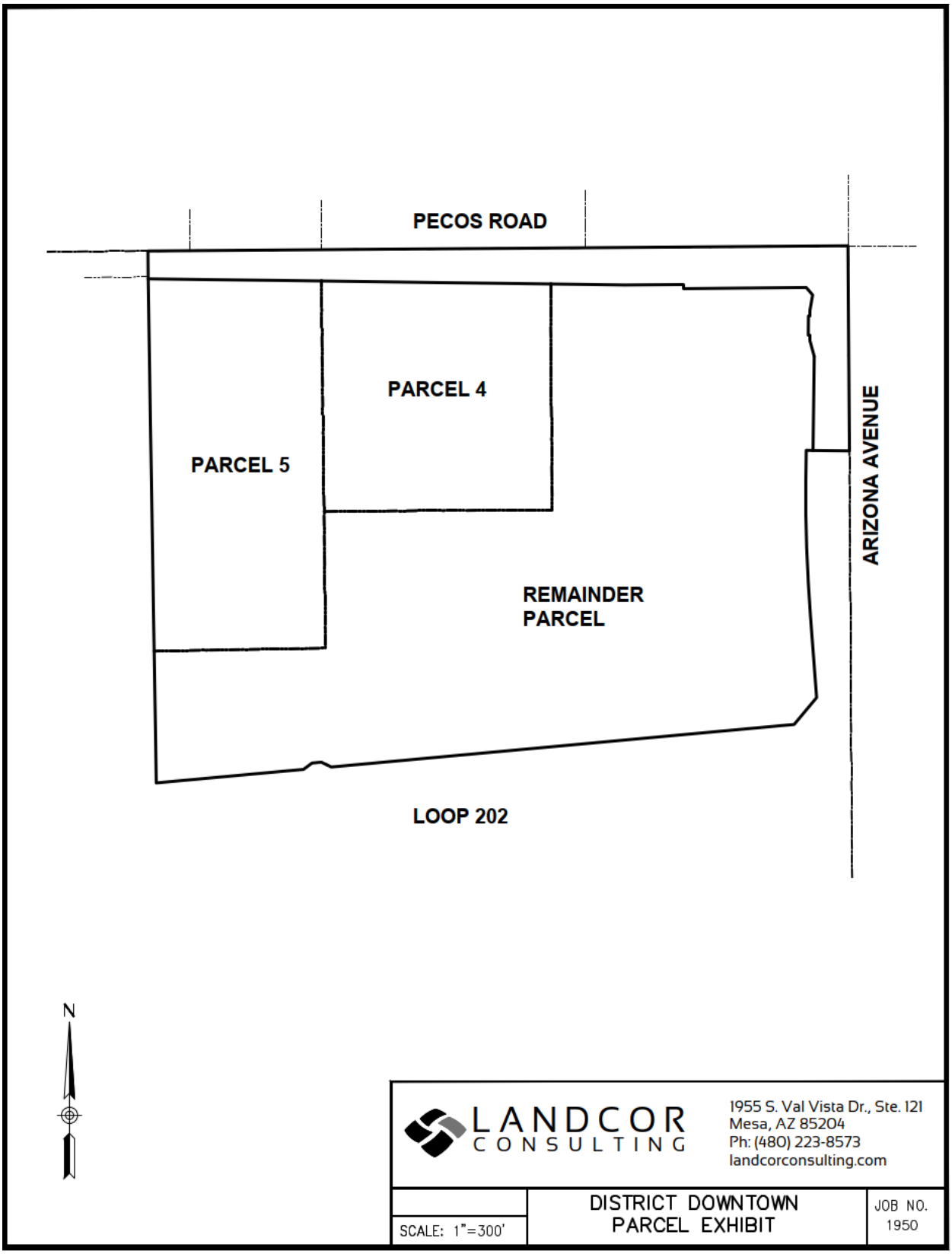
THENCE SOUTH 0°38'39" EAST, A DISTANCE OF 923.14 FEET;

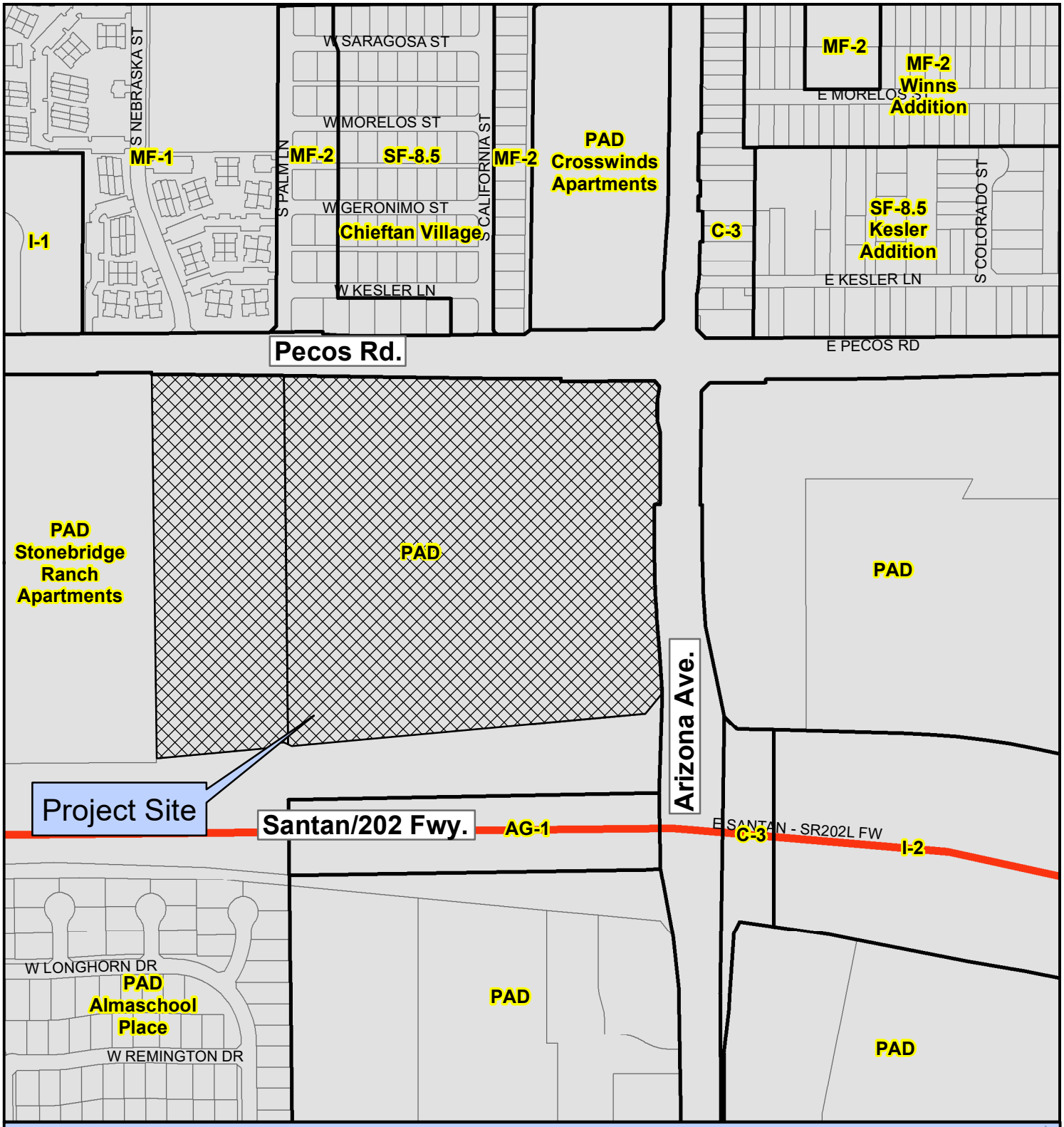
THENCE SOUTH 89°05'09" WEST, A DISTANCE OF 431.22 FEET;

THENCE NORTH 0°54'51" WEST, A DISTANCE OF 935.66 FEET TO THE POINT OF BEGINNING.

CONTAINS 402,810 SQUARE FEET +/- OR 9.247 ACRES +/-.

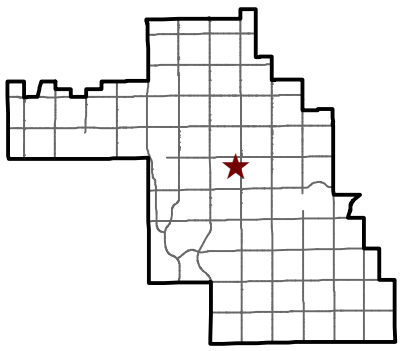



PECOS ROAD
PARCEL 4
PARCEL 5
ARIZONA AVENUE
REMAINDER
PARCEL
LOOP 202
N
LANDCOR
CONSULTING
1955 S. Val Vista Dr., Ste. 121
Mesa, AZ 85204
Ph: (480) 223-8573
landcorconsulting.com
SCALE: 1"=300'
DISTRICT DOWNTOWN
PARCEL EXHIBIT
JOB NO.
1950



PLH24-0023 The District Downtown

Project Details
REZONE & PDP
44.7 Acres
Mixed-Use Multi-Family, Office, Community Commercial, and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet



CHANDLER arizona

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



PLH24-0023 The District Downtown

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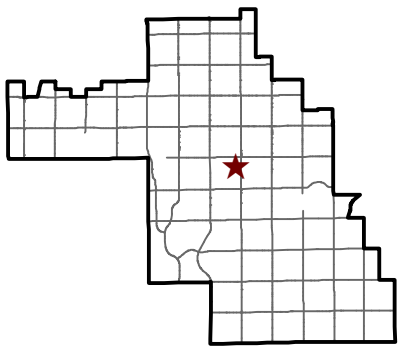
Project Details
REZONE & PDP
44.7 Acres
Mixed-Use Multi-Family, Office, Community Commercial, and automobile and truck sales with a Mid-Rise Overlay allowing for heights up to 120 feet



CHANDLER arizona

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

Planned Area Development

and

Preliminary Development Plan

The District Downtown

Northwest Corner of
Arizona Avenue and Loop 202

by:

Meridian West AZ/202, LLC

Case No: PLH24-0023

Submitted: June 4, 2024
Updated: September 4, 2024
Updated: September 11, 2024

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THE DISTRICT DOWNTOWN

I. INTRODUCTION

Meridian West AZ/202, LLC ("Meridian West") is the owner of The District Downtown, an exciting mixed-use development on approximately 49.30± gross (44.73± net) acres (the "Site") at the northwest corner of Arizona Avenue and the Loop 202 Freeway. ***See Exhibit 1, Aerial & Vicinity Map***. The District Downtown will be a high-quality, dynamic mixed-used development containing a mix of office, commercial, and multi-family uses. The design, layout, and theming create a high-quality development that will be a recognizable presence and strong, viable development for the City of Chandler (the "City") given its location proximate to the Loop 202, the Price Road Corridor, and Chandler Airport. The District Downtown creates shopping and employment opportunities in the immediate area and is anticipated to improve the City's jobs-to-population ratio while at the same time provide much needed housing to the City and immediate area. To achieve this, Meridian West seeks rezone the Site to Planned Area Development (PAD) and Preliminary Development Plan (PDP) approval.

II. SITE, SURROUNDING AREA, AND EXISTING ZONING

The Site is designated on the City's General Plan as Neighborhoods and lies within the Downtown Chandler Growth Area. Within the Neighborhood designation, mixed-use development containing residential, commercial, and/or office can be considered at the intersection of major arterials, freeway interchanges with arterial streets, commercial areas, Downtown, and high-capacity transit corridors. Urban residential exceeding 18 du/ac. can be considered in Downtown, in regional commercial areas, and within designated high-capacity transit corridors. The Site is zoned PAD Mixed-Use for a range of uses including commercial, office, and multi-family residential.

Arizona Avenue is designated as a High-Capacity Transit Corridor. High-capacity transit corridors are appropriate locations for the development of high-intensity, mixed-land uses. Such developments would create opportunities for living within walking distance of schools, stores, and restaurants. For some people this means less travel time, cost savings and convenience, and better quality of life.

The Downtown Chandler Growth Area includes the historic Downtown square and extends south to the Loop 202. This Growth Area encourages a vibrant live, work, and play atmosphere. It additionally encourages developing the Growth Area with higher densities, mixed-uses, and transit-oriented development.

The proposed high-quality, mixed-used development is consistent with the General Plan, High-Capacity Transit Corridor, and the Downtown Chandler Growth Area.

III. PROPOSED PLANNED AREA DEVELOPMENT

Meridian West requests the Site be rezoned from PAD Mixed-Use to PAD Mixed-Use for a range of uses including **commercial** (Any use or similar use in the C-2 District of the City's Zoning Ordinance, including automobile and truck sales); **office** (professional, business, administrative, executive, and other offices); and **multi-family residential**.

IV. PROPOSED PRELIMINARY DEVELOPMENT PLAN

A. Site Layout

The District Downtown is designed as a high-quality, mixed-use development that will create vital employment, retail, and housing opportunities at the gateway to Downtown Chandler,

adjacent to major transportation corridors (Arizona Avenue/State Route 87 and the Loop 202), and near the City's primary employment areas (Price Road Corridor and the Chandler Airpark). ***See Exhibit 2, Conceptual Site Plan***.

The District Downtown is organized around a uniform street network which connects to a centralized main street that terminates at a central park and open space area, then continues throughout the Site in an appropriate manner that provides clear, distinctive routes for both vehicles and pedestrians to the planned uses. The centralized main street links to Arizona Avenue which compresses as it enters the Site to slow traffic down and create a pedestrian friendly environment. Thoughtfully planned pedestrian experiences are placed throughout the site using organic and structural shade elements. This provides opportunities for shaded seating, where enhanced decorative paving and patterned landscape invite patrons, residents, or employees to enjoy the urban environment. Pedestrian connections are planned between the different uses through defined paths, further emphasizing the mixed-use nature of the development. Unique to the development is an open space/park area near the west end of the main street, near the commercial retail uses. This area may contain design elements and features such as a shaded seating, urban street furniture, patterned landscape, and decorative lighting to attract individuals, couples, and families to the development.

Commercial uses are conveniently located on the eastern most portion of the Site with additional access points provided along Pecos Road. Retail commercial buildings are planned to be oriented along the central main street as well as Arizona Avenue, locating the majority of the parking internal to the Site. In the south-central portion of the site, hotel uses are planned. This use is located near the freeway corridor for higher visibility and scale. Two, 2-story offices are planned along Pecos Road, with an additional multi-family parcel centrally located on the Site, south of the offices. The intentional layout allows for transitions in land use from the west to the east. Specific details on proposed development, uses, etc. are found in ***Exhibit 2***.

This PDP depicts the general layout ("Site Plan"), general appearance ("Elevations"), and theming ("Theming") of The District Downtown, but it does not restrict uses or buildings to the building locations or square footages as depicted on the Site Plan or appearance as depicted by the Elevations or Theming. Adjustments in Site Plan configuration to accommodate change in uses, alternative building design or geometry, layout of buildings within the Site, pedestrian and vehicular circulation within the Site, parking or other Site specific criteria as well as, adjustments in buildings floor area, and changes in the building architecture and theming will be allowed as long as each final building or buildings and individual lots and theming within the Site: (1) meets the general intent of the proposed Site Plan; (2) meets the level of quality and finish represented in the proposed building elevations of the Elevations and Theming; (3) comply with the below Design Guidelines; (4) use the colors and materials identified on the Color and Materials Palette or use compatible colors and materials as identified on the Color and Materials Palette; (5) provide code required parking stalls or demonstrate conformance with the City's shared parking requirements; and (6) meet building setbacks as required by the City's Zoning Ordinance or as otherwise identified in this PAD. Actual building footprints, layout within a lot or lots' developable area, and theming shall be determined administratively through the Administrative Design Review approval processes.

Notwithstanding the preceding, a separate Preliminary Development Plan must be submitted and approved by the City Council for the proposed multi-family development on Parcel 4 as shown on ***Exhibit 2, Conceptual Site Plan***.

B. Architecture

Non-Residential

The overall theme of the non-residential buildings is an interpretation of a modern southwest look. ***See Exhibit 3, Non-Residential Building Perspective.*** The buildings incorporate large overhangs for sun screening and to create shaded areas for pedestrians and occupants. The 2-story office buildings feature roof top decks with shaded outdoor areas. Landscape boxes are utilized to drape planting materials over the building façade at the balcony locations and at the upper pedestrian walkway connecting the two buildings. A significant amount of glass and steel is utilized in the building facades to give a modern tech look while still maintaining a design theme consistent with surrounding structures. The commercial/retail buildings are designed to be pedestrian friendly with seating areas and shading for protection from the direct sun. Certain elements from the site sign design package are utilized and incorporated into the building design as well. This can be seen in areas such as the exterior column details on the office and commercial buildings. This helps to create a cohesive and comprehensive overall development plan.

Building materials are similar and consistent. Window sizes reflect a more appropriate sizing for the intended use and incorporate overhangs for sun screening. Building materials include natural stone, composite metal panels, Hardie panels and EIFS where appropriate, and a generous use of glass and aluminum storefront windows on the commercial buildings and curtain walls on the office buildings. Colors range from light and dark earth tones to incorporate the surrounding Sonoran Desert background, to modern metallic blues and greys to signify a new state-of-the -art development. ***See Exhibit 5, Color & Materials Palette.***

Residential

The building architecture is anticipated to include varied massing, varying roof parapets, architectural features, stoops, materials, and façade detailing found in many modern, contemporary luxury multi-family developments found in the Phoenix Metro-area and Southwest region. ***See Exhibit 4, Multi-Family Residential Concept***. The building massing includes a series of towers and recessed facades and patios. The massing and detailing emphasize the promotion of pedestrian activity via lighting, trees, and shade structures (such as awnings and roof overhangs). The color scheme is a blend of shades of brown, white, and tan with some complementary accent colors found within the Sonoran Desert color palette and is consistent and appropriate with the surrounding building context.

Architectural Design Guidelines

To ensure the future building elevations are designed consistent with the expectations set forth in the PDP, Meridian West proposes the following design guidelines. These design guidelines are intended to create a cohesive, attractive, and appropriate architectural statement. The guidelines provided in this document are not absolute, but are general statements aimed at setting forth the design expectations:

- All building elevations should maintain the same visual integrity, cohesiveness, and design detail.
- All building elevations should consider the use of multiple heights, wall planes, masses, and exterior materials along with natural elements, and complementary colors and texture to other building elevations within the Site.
- All building elevations should incorporate elements of the building elevations approved in this PDP. Where building elevations may expand in scale, simple relief may be used by including various architectural features such as an EIFS relief, a wainscot system, change in material or color on the surface that will be expanded

(where one building plane meets another, a change in material or color will add interest).

- Building elevations should be designed to respond to the harsh southwest climate and oriented to recognize the value of appropriate landscaping and cooling requirements in harmony with the environment.
- Human scale massing and proportions should complement the building elevation function and the design should be harmonious with adjoining developments.
- Canopies, arcades, and overhangs should be designed to create places of refuge for pedestrians and to create interest within the building design.
- Landscape buffers will be designed for the street edges and to emphasize the points of entry into the development.
- Identify internal crosswalks with changes in paving materials, signs, or paint striping.

The design of the future building elevations and theming may be administratively approved by Staff upon a finding that the proposed building elevations and theming are substantially consistent with the ***Non-Residential Building Perspectives (Exhibit 3)***, ***Multi-Family Residential Concept (Exhibit 4),*** and these Architectural Design Guidelines.

C. Landscaping Theme and Design Considerations

The overall landscape theme incorporates low water use, regionally appropriate plant material that is suitable for the Sonoran Desert to create an attractive experience for those who work, shop, and live at The District Downtown as well as those travelling along the Loop 202, Arizona Avenue, and Pecos Road. The landscaping theme draws from urban forms aimed to complement the scale and texture of the buildings. ***See Exhibit 6, Landscape & Open Space Character***. The design is intended to include striking patterns and layering of plant material at entries and pedestrian spaces to emphasize key pedestrian and vehicular routes. Trees will be placed along the streets in formal patterns to provided much needed shade on sidewalks to create a unique aesthetic with contrasting canopies and understory planting. The overall cohesive design will establish The District Downtown as a destination within the south downtown area of Chandler.

All of the plant species proposed adhere to the Arizona Department of Water Resources, "Low Water Use Plant List" in order to incorporate native and hybrid arid region vegetation into the landscape. ***See Exhibit 7, Conceptual Master Plan – Plant Palette***. All of the landscape within the boundary of the Site will be watered on an automatic drip irrigation system.

D. Entry Monumentation and Screening

Entry monumentation and signage for the Site will be designed to complement the overall building architecture. Scale, both horizontal and vertical, will be used, where appropriate, to emphasize primary access points and landmark features. Colors and materials proposed will highlight the quality and level of finish of the building elevations.

Proper screening of the parking areas will be accomplished through earthen berms and decorative walls that have been designed to complement the building and utilizing varying colors and textures arranged in an attractive design.

E. Development Standards

Meridian West is proposing the following development standards:

Regulation	Development Standard
Building Height (max.)	120 ft., inclusive of parapet walls, mechanical equipment, and screening
Building Setback (min.)	
- Front (Arizona Ave.) - Side (Pecos Rd.) - Side (Loop 202) - Rear (west)	30 ft. 30 ft. 10 ft. 20 ft.
Landscape Setback (min.)	
- Front (Arizona Ave.) - Side (Pecos Rd.) - Side (Loop 202) - Rear (west)	20 ft. 20 ft. 10 ft. 20 ft.
Lot Coverage[1] (max.)	60 %
Residential Density[1]	Parcel 4 – 67 du/ac Parcel 5 – 33 du/ac
Perimeter Parking Screen Wall Height	3 ft.

F. Multi-Family Design Standards

The City's Zoning Ordinance sets forth additional requirements for multi-family development to encourage creative and innovative design techniques, quality, and merit. The District Downtown provides the following:

1. Open Space

The requirements for common and private open space are based on traditional suburban development and do not consider developing in an urban-like setting. Great care has been taken to ensure the usable common open space far exceeds what the City's Code would otherwise require. The anticipated amenities throughout the development and within the common open spaces in this urban-like setting provide better opportunities for residents and guests to interact with each other. Usable common open space and recreation area at the rate of 125 square feet per bedroom at a minimum width of 12 feet shall be provided. Private open space shall be a minimum of 4 feet in diameter for patios and balconies. This area will be an average of 4'x12' for a total of 48 sq. ft. per patio/balcony.

2. Site Circulation and Parking

Safe and convenient pedestrian circulation to and from parking lots throughout the development must provided. Code-required parking spaces and ADA van accessible spaces shall provided. Parking canopy covers must be architecturally integrated with the surrounding structures, i.e., color, materials, location, and 10-inch minimum fascia (all four sides).

3. Amenity Options

Six amenities are required to be provided in accordance with the following schedule: 260 units or larger. Because of the urban, in-fill nature of the Site and proposed community, the amount and quality of amenities shall strive to satisfy the spirit and intent of needing to provide a second pool, ramada, etc.

4. Interface with Single-Family Areas

[1] Calculated on the overall Site and not on an individual parcel.

There are no single-family areas adjacent to the Site.

5. Specific design attention areas

The design of courtyards and pedestrian areas must relate to the "human scale." Large unvaried building facades shall be avoided. Common open spaces, rather than parking lots, shall be used as central features.

6. Energy conservation

The residential development shall provide shading for the buildings through overhangs and/or trees and shade trees along drives, building perimeters, and where appropriate. Additional building shading may be provided through the use of inset patios and balconies, metal canopies to shade windows, and the use of landscaping.

7. Landscaping

The amount of landscaping shall be of sufficient intensity to create a pleasant and comfortable living environment. Special attention shall be given to the areas that are highly visible to the public to create an upscale landscape experience.

8. Building Standards

Mechanical equipment shall be fully screened through the use of parapet walls on the building elevations.

9. Lighting

Lighting will comply with the City's Zoning Code. External lighting will be appropriately located and designed to prevent light from spilling onto adjacent properties.

10. Signage

See the discussion in Section V.A for details concerning signage.

G. Circulation

The District Downtown has been planned to ensure efficient on-site circulation and appropriate access to the public street system surrounding the Site. Access to Site will occur as follows: full access will be provided on Pecos Road at the alignment of Palm Lane, along Arizona Avenue at the alignment of the Walmart driveway (a signalized intersection). Limited access will be provided at three additional driveways for the proposed development; two on Pecos Road and one on Arizona Avenue.

H. Parking

A total of 2,178 parking spaces are required and 2,183 spaces are provided. For commercial uses, the minimum parking ratio shall be 5.5 spaces per 1,000.

V. MISCELLANEOUS

A. Comprehensive Sign Plan

The ***Comprehensive Sign Plan*** is attached as ***Exhibit 8.*** The Comprehensive Sign Plan addresses both permanent identification and temporary marketing requirements and has been designed to complement the quality of the employment, commercial, and residential components. To the extent the proposed comprehensive sign plan conflicts with the City's Sign Code, we request the Comprehensive Sign Plan set forth in this booklet be followed.

B. Phasing

The District Downtown is preliminarily anticipating developing in multiple phases as identified on ***Exhibit 9, Conceptual Phasing Plan***, and as follows:

- Phase 1 will be the off-site perimeter improvements along Pecos Road and Arizona Avenue and the main access drive from Arizona Avenue and Pecos Road.
- Phase 2 will be the commercial development along Arizona Avenue and Pecos Road in Parcel 2, one of the two hotels in Parcels 6 and 7, and the multi-family development in Parcel 5.
- A Preliminary Development Plan must be submitted and approved by the City Council for the proposed multi-family development on Parcel 4.
- The balance of the development will be developed according to market demand.
- Any changes to the Conceptual Phasing Plan must be approved by the City Council.

C. Utilities

The onsite water, fire and sewer lines will be private except for a public water loop connecting existing mains in Arizona Avenue, Pecos Road, and the existing apartments to the west. The City has requested that the connection to the apartment be completed as part of this project to enhance the existing water pressures in the complex. The public water loop will comply with the City's requirements.

D. Grading and Drainage

The ***Conceptual Grading and Drainage Plan*** is attached as ***Exhibit 10.*** Development of the Site will provide retention for the 100-year, 2-hour storm event plus 10% in accordance with City of Chandler standards for site development.

VI. PROJECT TEAM

Owner/Developer:	**Meridian West AZ/202, LLC** Attn: Greg Gienko PO Box 15270 Phoenix, AZ 85060
Architect (Non-Residential):	**Neri Architects** Attn: Guido Neri Michi Mho 6400 N Northwest Hwy, Suite 4 Chicago, IL 60631
Planning/Landscape:	**ABLA** Attn: Andy Baron Jim Beckman 310 E. Rio Salado Parkway Tempe, AZ 85281
Traffic Engineer:	**Lokahi** Attn: Jamie Blakeman 10555 N. 114th Street, Suite 105, Scottsdale, AZ 85259
Zoning:	**Burch & Cracchiolo, P.A.** Attn: Brennan Ray

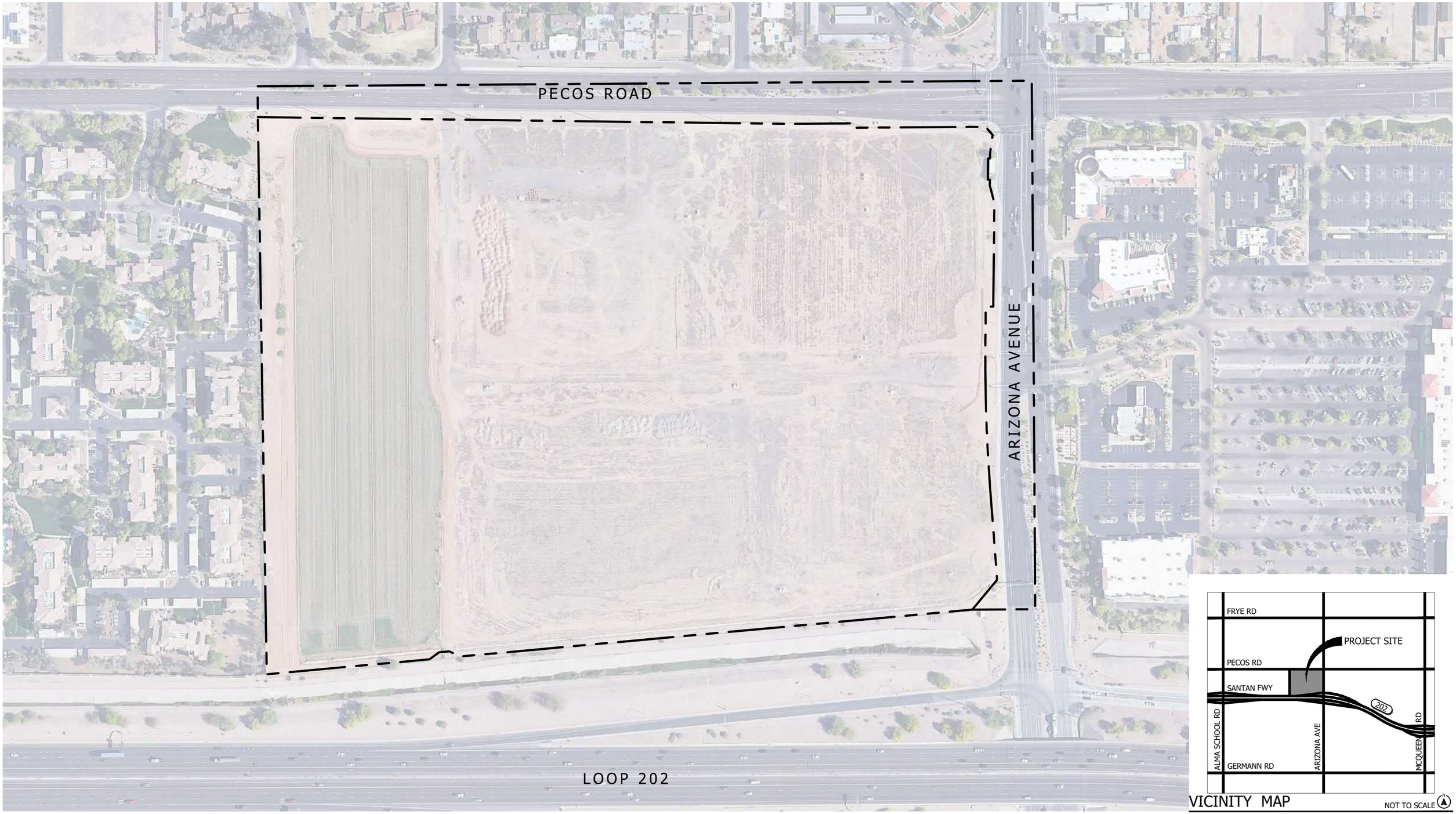
Madison Leake
1850 North Central Avenue, Suite 1700
Phoenix, Arizona 85004
Phone: (602) 234-8794

VII. CONCLUSION

The District Downtown is a high-quality, exciting employment, commercial, and residential mixed-use development that will complement the surrounding area and provide a recognizable presence in the rapidly developing employment area. The development presents the opportunity to create a dynamic mixed-used development with a variety of compatible and supportive uses. We request your approval of this PAD and PDP amendment.

Meridian West AZ/202, LLC

Exhibit 1



VICINITY MAP NOT TO SCALE

DISTRICT DOWNTOWN

Aerial

Plan Scale 1:20' 20' 40' Date:06-16-2022

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Exhibit 2



SITE DATA

DESCRIPTION	ACREAGE
GROSS ACREAGE	49.30 AC.
NET ACREAGE	44.73 AC.

PARCELS

PARCEL NUMBER	ACREAGE	USE	FLOOR AREA RATIO	FLOOR AREA	KEYS	UNITS	Density	PARKING REQUIREMENTS		
								PARKING RATIO	REQUIRED	PROVIDED
PARCEL 1										
BLDG 1-A		AUTO		26,575 S.F.						
BLDG 1-B		AUTO		25,000 S.F.						
PARCEL 1 TOTAL	**9.19 AC.**		**0.13**	**51,575 S.F.**						
PARCEL 2										
BLDG 2-A		RET		2,315 S.F.				250 S.F.	9	
BLDG 2-B		REST		5,000 S.F.				100 S.F.	50	
BLDG 2-C		REST		5,400 S.F.				100 S.F.	54	
BLDG 2-D		REST		2,500 S.F.				100 S.F.	25	
BLDG 2-E		RET		2,900 S.F.				250 S.F.	12	
BLDG 2-F		RET		5,800 S.F.				250 S.F.	23	
BLDG 2-G		RET		13,500 S.F.				250 S.F.	54	
BLDG 2-H		RET		7,700 S.F.				250 S.F.	31	
PARCEL 2 TOTAL	**8.93 AC.**		**0.12**	**45,115 S.F.**					**258**	**352**
PARCEL 3										
BLDG 3-A		OFFICE		36,400 S.F.				200 S.F.	182	
BLDG 3-A		OFFICE		36,400 S.F.				200 S.F.	182	
PARCEL 3 TOTAL	**4.37 AC.**		**0.38**	**72,800 S.F.**					**364**	**275**
PARCEL 4										
STUDIO		MF				120 UNITS		1.0 PER UNIT	120	
1 BEDROOMS		MF				200 UNITS	19.9 DU/AC	1.5 PER UNIT	300	
2 BEDROOMS		MF				80 UNITS		2.0 PER UNIT	160	
GUEST		MF						0.25 PER UNIT	100	
PARCEL 4 TOTAL	**6.02 AC.**					**400 UNITS**	**66.4 DU/AC**		**680**	**680**
PARCEL 5										
STUDIO		MF				120 UNITS		1.0 PER UNIT	120	
1 BEDROOMS		MF				200 UNITS	32.4 DU/AC	1.5 PER UNIT	300	
2 BEDROOMS		MF				80 UNITS		2.0 PER UNIT	160	
GUEST		MF						0.3 PER UNIT	100	
PARCEL 5 TOTAL	**12.35 AC.**					**400 UNITS**	**32.4 DU/AC**		**680**	**680**
PARCEL 6										
BLDG 6-A		HOTEL		60,000 S.F.	98 KEYS			1/KEY	98	
PARCEL 6 TOTAL	**2.28 AC.**		**0.60**	**60,000 S.F.**	**98 KEYS**				**98**	**98**
PARCEL 7										
BLDG 7-A		HOTEL		43,089 S.F.	98 KEYS			1/KEY	98	
PARCEL 7 TOTAL	**1.73 AC.**		**0.57**	**43,089 S.F.**	**98 KEYS**				**98**	**98**

TOTAL

MULTI-FAMILY		MF				800 UNITS				
RETAIL		RET		32,215 S.F.						
RESTAURANT		REST		12,900 S.F.						
AUTO		AUTO		51,575 S.F.						
HOTEL		HOTEL		103,089 S.F.	196 KEYS					
OFFICE		OFFICE		72,800 S.F.						
TOTAL	44.87 AC.	COMM	0.24	272,579 S.F.	196 KEYS	800 UNITS			2,178	2,183

LEGEND

- EXISTING POWER POLE
- EXISTING STREET LIGHT
- EXISTING TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL
- FULL TRAFFIC MOVEMENT
- RIGHT IN / RIGHT OUT ONLY

NOTE: GRAPHIC MATERIALS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE. ALL SITE PLAN AND REPRESENTATIVE IMAGERY SHALL BE CONSIDERED CONCEPTUAL. FINAL SITE DESIGN MATERIALS TO BE PROVIDED AT THE TIME OF FINAL IMPROVEMENT PLANS.

DISTRICT DOWNTOWN

Conceptual Site Plan - Option 12D

Plan Scale 1:200 (200' 400') Date:04-11-2024

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Exhibit 3



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Typical Retail/Restaurant

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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AC-6.5.6

Typical Retail/Restaurant

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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Typical Retail/Restaurant

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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Typical Retail/Restaurant

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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Typical Retail/Restaurant Courtyard

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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Typical Retail

NERI
ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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Typical Retail

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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Typical Office

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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Typical Office

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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Typical Office

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400



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Typical Office

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400

Exhibit 4







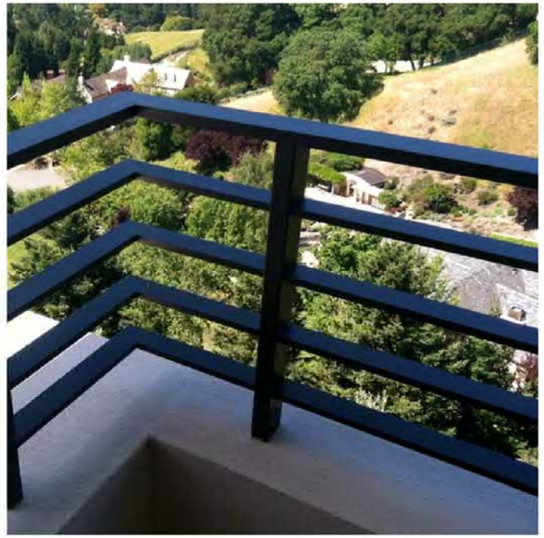



OMNIPLAN

Exhibit 5



ALUMINUM CANOPY



ALUMINUM RAILING



ALUMINUM CLAD ROOF



METAL PANELING

REPRESENTATIVE EXAMPLES FOR COLOR PALETTE AND MATERIALS

2221
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AC-3.3.3

NERI ARCHITECTS
6400 N NORTHWEST HWY
SUITE 4
CHICAGO IL 60631
TEL 847.825.9400

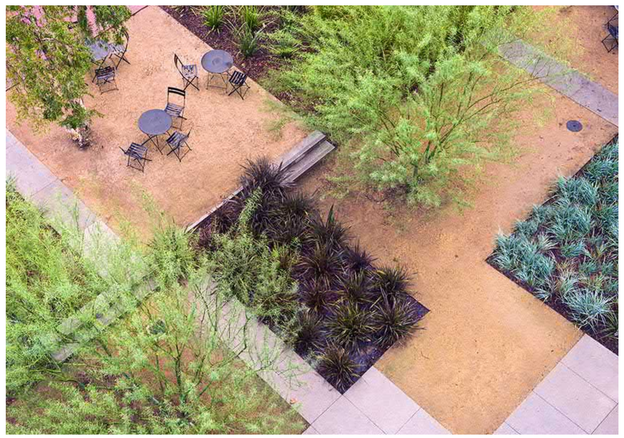
Exhibit 6














DISTRICT DOWNTOWN

Landscape & Open Space Character

Date: 06/16/2022

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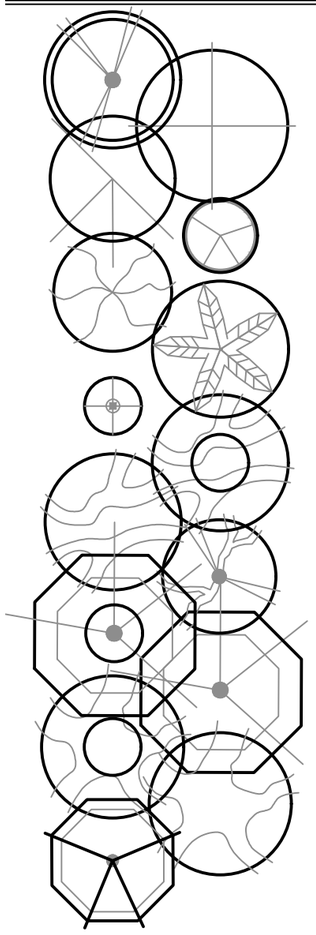
Exhibit 7

PLANT MATERIALS PALETTE



Trees	Size	Qty
Acacia aneura Mulga Acacia	24" Box	
Caesalpinia cacalaco Cascalote	24' Box	
Chitalpa tashkinensis Chitalpa	24" Box	
Fraxinus greggii Little Leaf Ash	24' Box	
Olea europea 'Willsonii' Olive	24" Box Multi	
Phoenix dactylifera Date Palm	20' to pinapple	
Pistacia lentiscus Mastic Tree	24" Box	
Pistacia chinensis Chinese Pistache	15 gal.	
Pistacia chinensis Chinese Pistache	24" Box	
Pithecellobium flexicaule Texas Ebony	15 gal.	
Quercus virginiana 'Cathedral' Oak	15 gal.	
Quercus virginiana 'Cathedral' Oak	24" Box	
Ulmus parvifolia 'Sempervirens' Elm	15 gal.	
Ulmus parvifolia 'Sempervirens' Elm	24" Box	
Salvage Tree Mesquite species	36" Box	

Extra Large Shrubs	Size	Qty
Bougainvillea 'California Gold' Orange Bougainvillea	5 gal.	
Caeselpinia gillesii Yellow Bird of Paradise	5 gal.	
Cordia Boissieri Anachuita	5 gal.	
Dodonea viscosa Hopbush	5 gal.	
Tecoma sp. 'Sparky Sparky	5 gal.	
Vauquelinia californica Arizona Rosewood	5 gal.	

Large Shrubs	Size	Qty
Leucophyllum frutescens 'Green Cloud' Green Cloud Sage	5 gal.	
Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Sage	5 gal.	
Ligustrum japonicum Japanese Privet	5 gal.	
Salvia clevlandii Chaparral Sage	5 gal.	

Medium Shrubs	Size	Qty
Eremophila glabra spp. caranosa Winter Blaze	5 gal.	
Eremophila hygrophana Blue Bells Blue Bells	5 gal.	
Leucophyllum frutescens 'compacta' Compact Texas Sage	5 gal.	
Teucrium fruticans Bush Germander	5 gal.	

Small Shrubs	Size	Qty
Buxus microphylla japonica Green Beauty Boxwood	5 gal.	
Guara lindheimeri Pink Guara	5 gal.	
Russellia equistiformis Coral Fountain	5 gal.	

Groundcovers	Size	Qty
Chrysactinia mexicana Damianita	1 gal	
Eremophila prostrata Outback Sunrise Eremophila	1 gal	
Gazania rigens 'Sun Gold' Trailing Yellow Gazania	1 gal	
Lantana montevidensis Purple Trailing Lantana	1 gal.	
Lantana sp. 'New Gold' Lantana	1 gal.	
Rosmarinus officinalis 'Prostratus' Trailing Rosemary	1 gal.	
Teucrium chamaedrys 'prostratum' Prostrate Germander	1 gal.	

Vines	Size	Qty
Bougainvillea 'California Gold' Orange Bougainvillea	5 gal	
Ficus pumila Creeping Fig	5 gal	

Cacti/ Accents	Size	Qty
Agave bovicornuta Cow's Horn	5 gal.	
Agave salmiana x ferox Large Leaf Agave	5 gal.	
Bouteloua gracilis Blond Ambition	1 gal	
Dasylirion acrotrichum Green Desert Spoon	5 gal.	
Euphorbia antisyphilitica Candelilla	1 gal	
Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.	
Hesperaloe parviflora 'Brakelights' Red Yucca	3 gal.	
Muhlenbergia lindheimeri 'Autumn Glow'	5 gal.	
Muhlenbergia rigens Deer Grass	1 gal.	
Nolina matapensis Beargrass	5 gal.	
Opuntia sp. Kelly's Choice Kelly's Choice Prickly Pear	5 gal.	
Pachycereus marginatus Mexican Fence Post cactus	5 gal.	
Portulacaria afra minima Dwarf Elephant Food	5 gal.	
Yucca pallida Pale Leaf Yucca	5 gal	
Yucca rupicola Twisted Leaf Yucca	5 gal.	

Exhibit 8

THE DISTRICT
DOWNTOWN

COMPREHENSIVE SIGN PROGRAM
May 20, 2024

Prepared for:
MERIDIAN WEST DEVELOPMENT, LLC
P.O. Box 15270, Phoenix, AZ 85060

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Introduction

The THE DISTRICT DOWNTOWN is located on the southwest corner of Arizona Avenue and Pecos Road, directly adjacent to the 202 Freeway, in Chandler, Arizona. The project is a mixed-use development with a variety of commercial uses including office, hotel, restaurant and retail.

Properly adhered to, the criteria contained herein will ensure that project and tenant identification is consistent in quality, and is compatible with the overall architectural character of the center and surrounding area.

Owner:
MERIDIAN WEST DEVELOPMENT, LLC
P.O. Box 15270
Phoenix, AZ 85060
480.231.9238

Contacts:
Greg Gienko

Logo Standard

There is a new name with a new Brand being developed - that will fit within the context of signage areas, materials and colors of the project.

Theme

The intent of this sign criteria is to establish and maintain guidelines consistent with the signage policies and ordinances of the City of Chandler. It is also meant to assure a standard conformance and quality for the design, size, placement and materials used for all business identification for the THE DISTRICT DOWNTOWN.

"Additional Quality Standards" (as required by the City of Chandler) have been met in this package through the following items:

- Freestanding monument sign bases of stone/brick or any material matching buildings.
- Wall signage letter height shall be limited to 15% of the overall building height or 80% of vertical measurement, whichever is shorter.
- All office wall signage shall be reverse pan-channel letters/logos, consistent in color/finish.
- All office wall signage is to be located on the upper floor only.

Project Colors and Materials

Colors and materials used throughout the sign system are derived from the approved architectural color and materials palette.

Dunn Edwards DE6329
Cover of Night

Dunn Edwards DE6328
Anchor Gray

Dunn Edwards DE6374
Silver Polish

Dunn Edwards DE164
Autumn Bark

Dunn Edwards DE5485
Russet Green

Davis Concrete
Mesquite

Background panels on freestanding retail monuments will be fabricated with perforated metal panel construction for mounting of individual letters.



Sign Location Plan



SIGNAGE HIERARCHY KEY

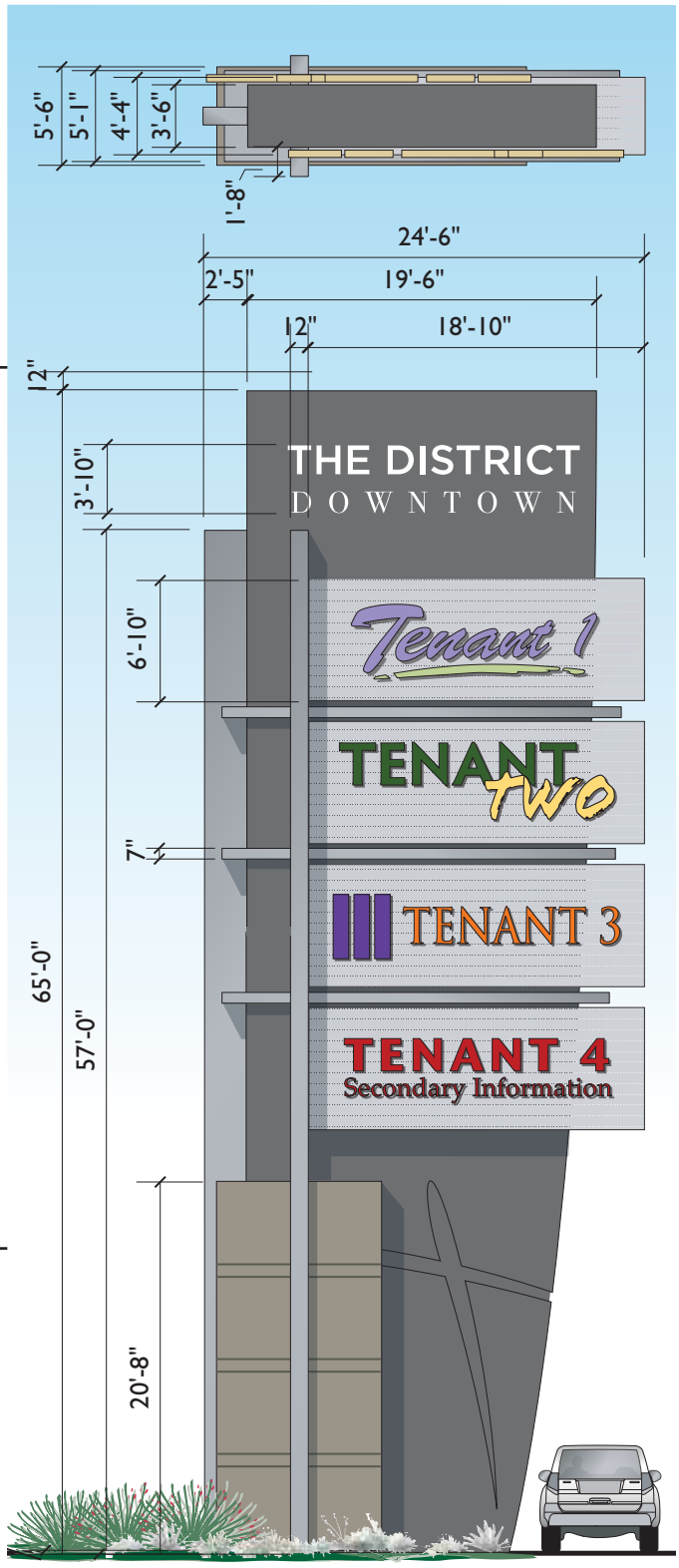
- Sign Type 1 - Freeway Pylon
- Sign Type 2 - Corner Project ID Feature
- Sign Type 3a - Commercial Project ID/Entry Feature
- Sign Type 3b - Residential Project ID/Entry Feature
- Sign Type 4a - Primary Tenant / Multi-Tenant
- Sign Type 4b - Secondary Multi-Tenant
- Sign Type 4c - Special Use Tenant Monument
- Sign Type 5 - Parcel ID Monument
- Sign Type 6a/b -Vehicular Directionals
- F Landmark Water Feature

[1] Freeway Pylon

There shall be two (2) freeway pylons along the southern border of the project, bordering the north side of the 202 Freeway. This sign type will serve to identify the overall project, as well major tenants and amenities within the site such as hotels.

At a height of sixty-five (65) feet, these stylish pylons will have excellent visibility from all lanes of the freeway.

Sign Type	1
Function	Project and major tenant identification.
Height	65'-0"
Sq. Ft.	ID Lettering - 69 s.f. 4 Tenant Panels at 120.2 s.f. each - 480.8 s.f. Total Sign Area - 549.8 s.f.
Quantity	Two (2)
Illum.	Project ID - halo lit Tenants internal face lit
Materials	Project ID of Reverse Pan Channels on aluminum cabinet. Tenant lettering to be Pan Channels with Plexiglass faces. Aluminum architectural accents. Tenant background panels of perforated metal, painted.
Colors	Structure: *DE6328 Anchor Grey* Base: *Painted to match Davis Colors "Mesquite" concrete* Accents: *DE 6374 Silver Polish* Tenant Panels: *DE6374 Silver Polish* Tenant ID: *Corporate Standards* Project ID: *White*



Scale: 3/32" = 1' - 0"

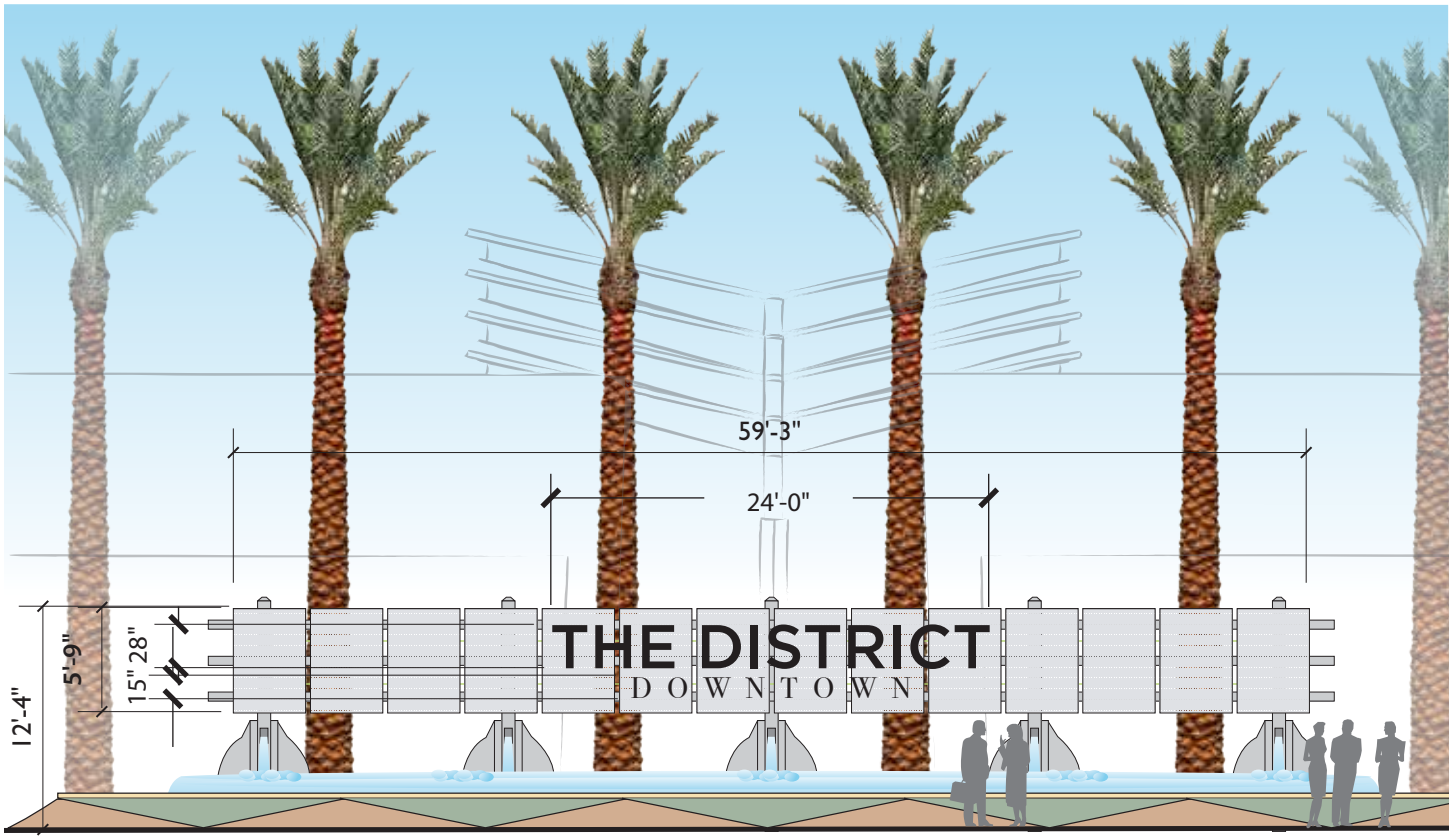
[2] Project ID / Corner Feature

There shall be one (1) corner feature at the southwestern corner of the Arizona Avenue and Pecos Road. This sign is only to identify the project. It will be physically and graphically incorporated into a water feature (by others), enhancing the experience of both vehicular and pedestrian traffic at the intersection

At a height of just over twelve (12) feet, the corner feature will have good visibility without being overpowered by the surrounding architecture.

Project name of edge lit, dimensional letters mounted on perforated panels, backed by matte acrylic panels internally illuminated to create a soft backlit glow.

Sign Type	2
Function	Project identification.
Height	12'-4"
Sq. Ft.	Lettering - 85 s.f.
Quantity	One (1)
Illum.	Project ID - halo lit
Materials	Perforated metal panels on aluminum architectural structure. Project lettering of Reverse Pan Channels. Additional lighting behind perforated panels with acrylic back up.
Colors	Project ID: *DE6328 Anchor Grey* Panels: *DE6374 Silver Polish*



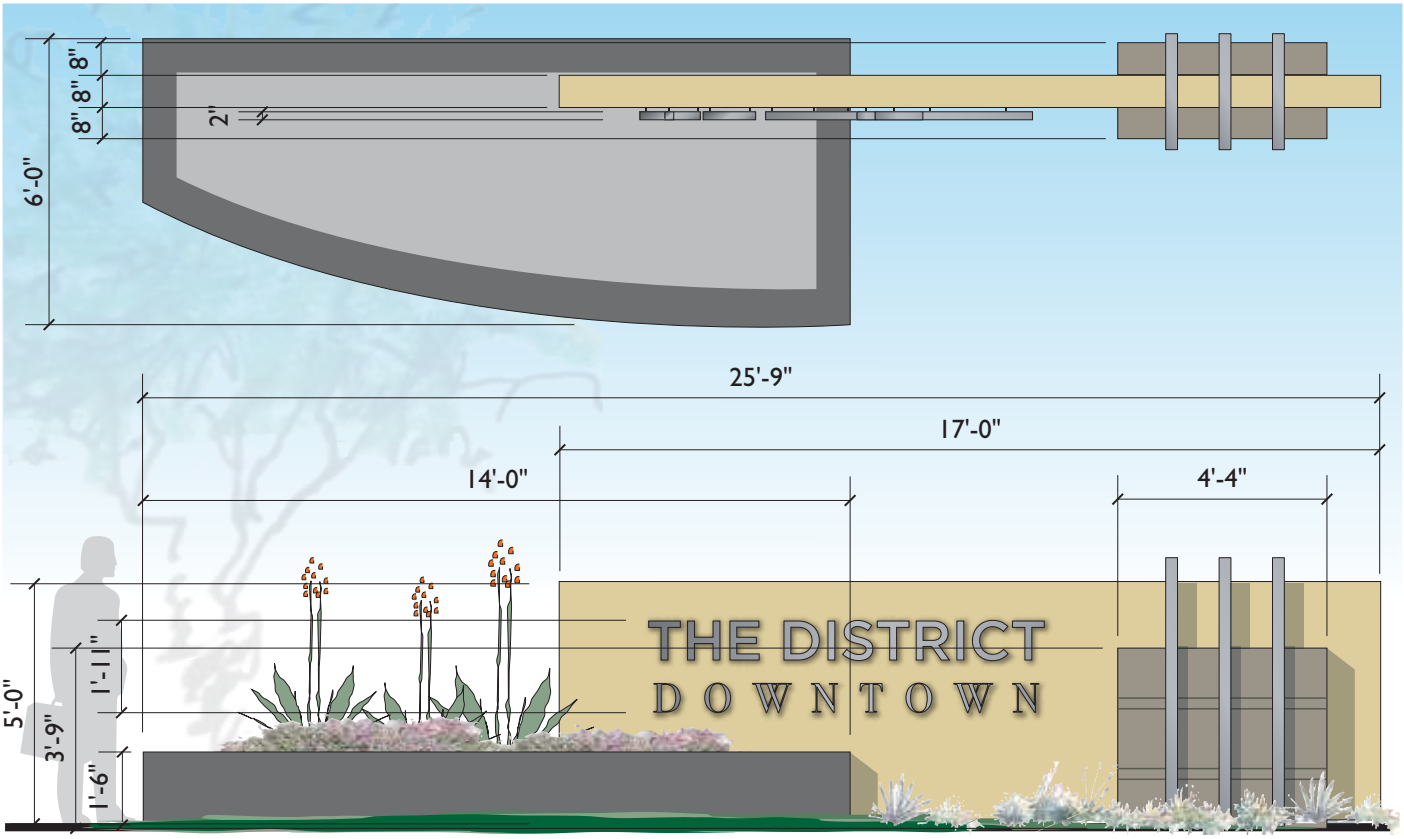
Scale: 3/32" = 1' - 0"

[3] Project ID / Entry Feature

There shall be six (6) low profile entry monuments at the primary entrances on both Pecos Road and Arizona Avenue, mainly where future traffic signals are planned. These signs will display the project identification.

At five (5) feet, the sign and information are below the maximum height stipulation of six (6) feet.

Sign Type	3
Function	Project identification.
Height	5'-0"
Sq. Ft.	Lettering - Approx. 32 s.f.
Quantity	Five(5)
Illum.	Halo and/or ground up-lit
Materials	Masonry/concrete wall, planter and base. Reverse Pan Channel metal letters/logo. Aluminum architectural accents. Painted wall and structure.
Colors	Wall: *DE5485 Russet Green* Base: *Davis Concrete "Mesquite"* Accents: *DE 6374 Silver Polish* Project ID: *DE6374 Silver Polish* Planter: *DE6328 Anchor Grey*



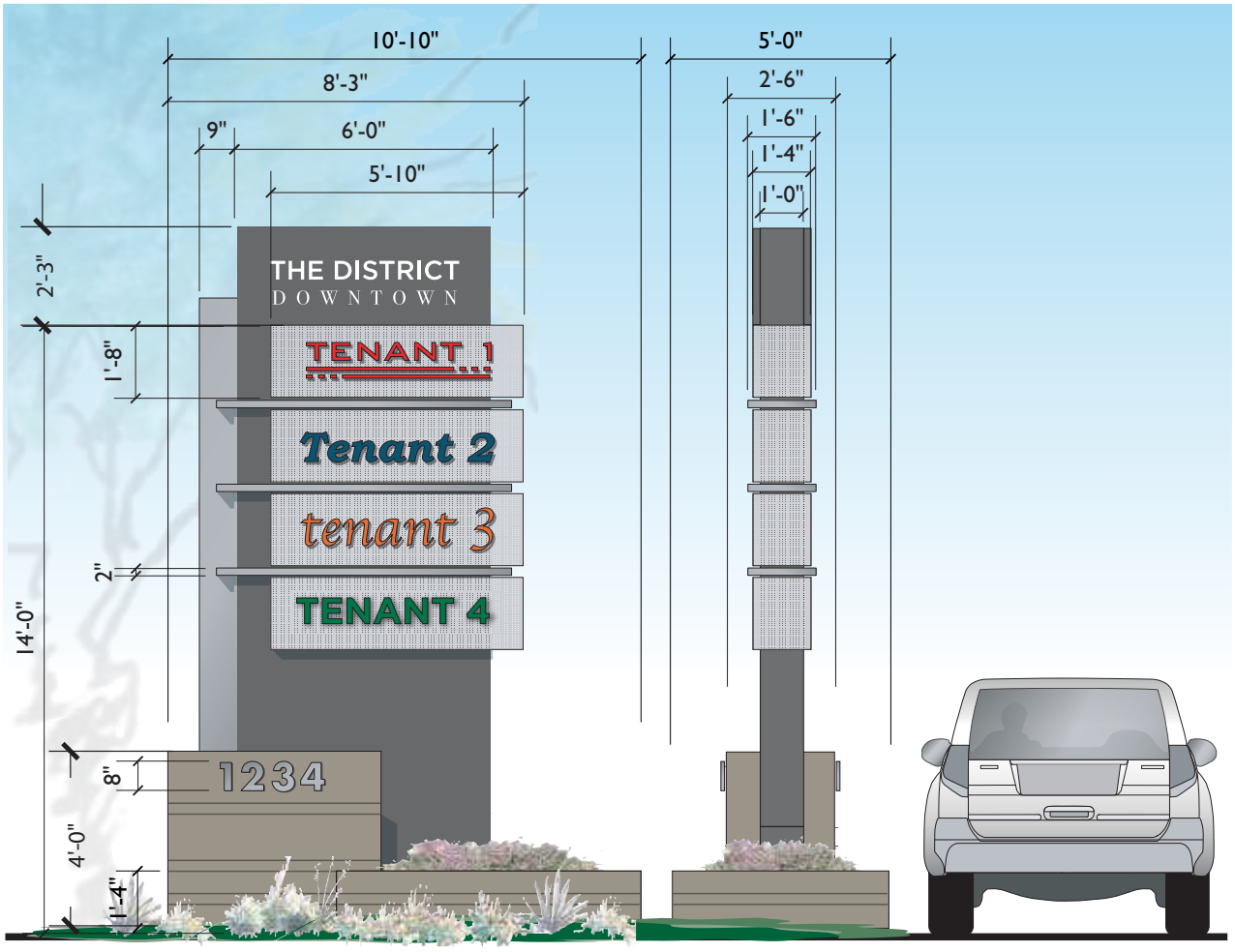
Scale: 1/4" = 1' - 0"

[4a] Multi-Tenant Monument

The primary multi-tenant monument is located near the entries closest to the intersection along Pecos Road and Arizona Avenue. Per code, this signs is at a maximum height of 14'-0", and will display up to four (4) tenants.

These signs pull elements from the architecture and will be incorporated into the surrounding landscaping.

Sign Type	4a
Function	Development identification with four (4) retail/commercial tenant identification panels.
Height	14'-0" to top of tenant sign area
Sq. Ft.	Project ID - 6.3 s.f. Tenants - 4 at 9.7 s.f. each Total 45.2 s.f.
Quantity	Three (3)
Illum.	Combination of face lit and halo.
Materials	Aluminum fabrication with masonry base. Project lettering of Reverse Pan Channels on aluminum cabinet. Tenant lettering to be Pan Channels with Plexiglass faces. Aluminum architectural accents. Tenant background panels of perforated metal, painted.
Colors	Structure: *DE6328 Anchor Grey* Base/Planter: *Davis Concrete "Mesquite"* Tenant ID/Accents: *DE 6374 Silver Polish* Tenant ID: *Corporate Standards* Project ID: *White*

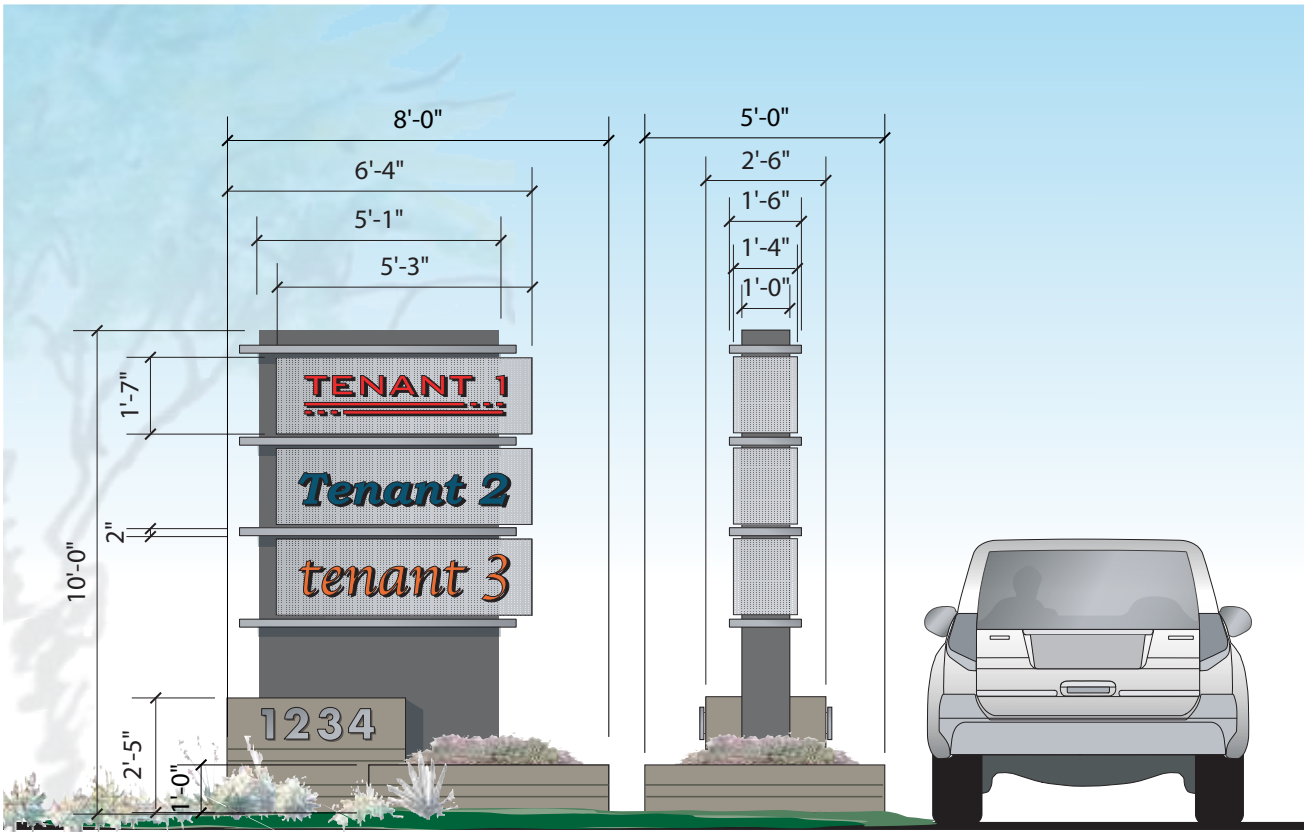


[4b] Secondary Multi-Tenant Monument

The secondary multi-tenant monuments are located along Pecos Road and Arizona Avenue. Per code, this sign is at a maximum height of 10'-0". There will be no project identification on this sign. However, project addressing and up to three (3) tenants will be displayed.

This sign pulls elements from the architecture and will be incorporated into the surrounding landscaping.

Sign Type	4b
Function	Maximum of three (3) retail/commercial tenant identification panels.
Height	10'-0" to top of sign area
Sq. Ft.	Tenants - 3 at 8.3 s.f. each Total - 24.9 s.f.
Quantity	Two (2)
Illum.	Combination of face lit and halo.
Materials	Aluminum fabrication with masonry base. Project lettering of Reverse Pan Channels on aluminum cabinet. Tenant lettering to be Pan Channels with Plexiglass faces. Aluminum architectural accents. Tenant background panels of perforated metal, painted.
Colors	Structure: *DE6328 Anchor Grey* Base/Planter: *Davis Concrete "Mesquite"* Tenant ID/Accents: *DE 6374 Silver Polish* Tenant ID: *Corporate Standards*



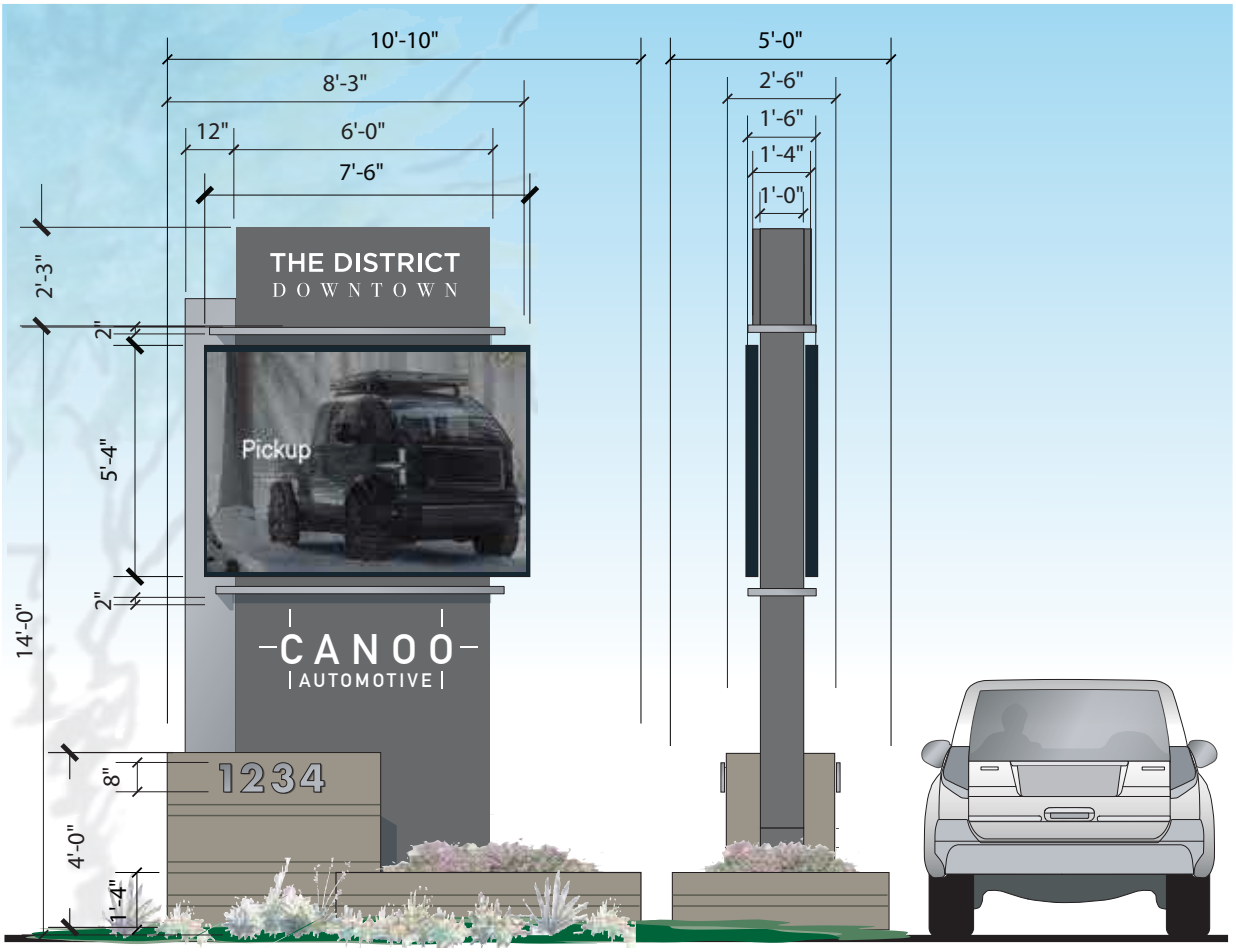
Scale: 1/4" = 1' - 0"

[4c] Special Use Tenant Monument

The Special Use Tenant Monument would be located at the south corner of the project and would be dedicated to a potential auto/ dealership use only. This sign would identify the dealership with a standard sized electronic display board for multiple product names/ brands/product images.

This sign will use design elements from the dealership's architecture along with the District elements, and will be incorporated into the surrounding landscaping.

Sign Type	4a
Function	Dealership identification with electronic message board.
Height	14'-0" to top of tenant sign area
Sq. Ft.	Project ID - 6.3 s.f. Tenants - Electronic board - 40 s.f. Dealership branding - 10 s.f. Total 56.3 s.f.±
Quantity	One (1)
Illum.	Combination of face lit and halo.
Materials	Aluminum fabrication with masonry base. Project lettering of Reverse Pan Channels on aluminum cabinet. Dealership lettering to be Pan Channels with Plexiglass faces. Aluminum architectural accents. Tenant background panels of perforated metal, painted.
Colors	Structure: *DE6328 Anchor Grey* Base/Planter: *Davis Concrete "Mesquite"* Tenant ID/Accents: *DE 6374 Silver Polish* Tenant ID: *Corporate Standards* Project ID: *White*

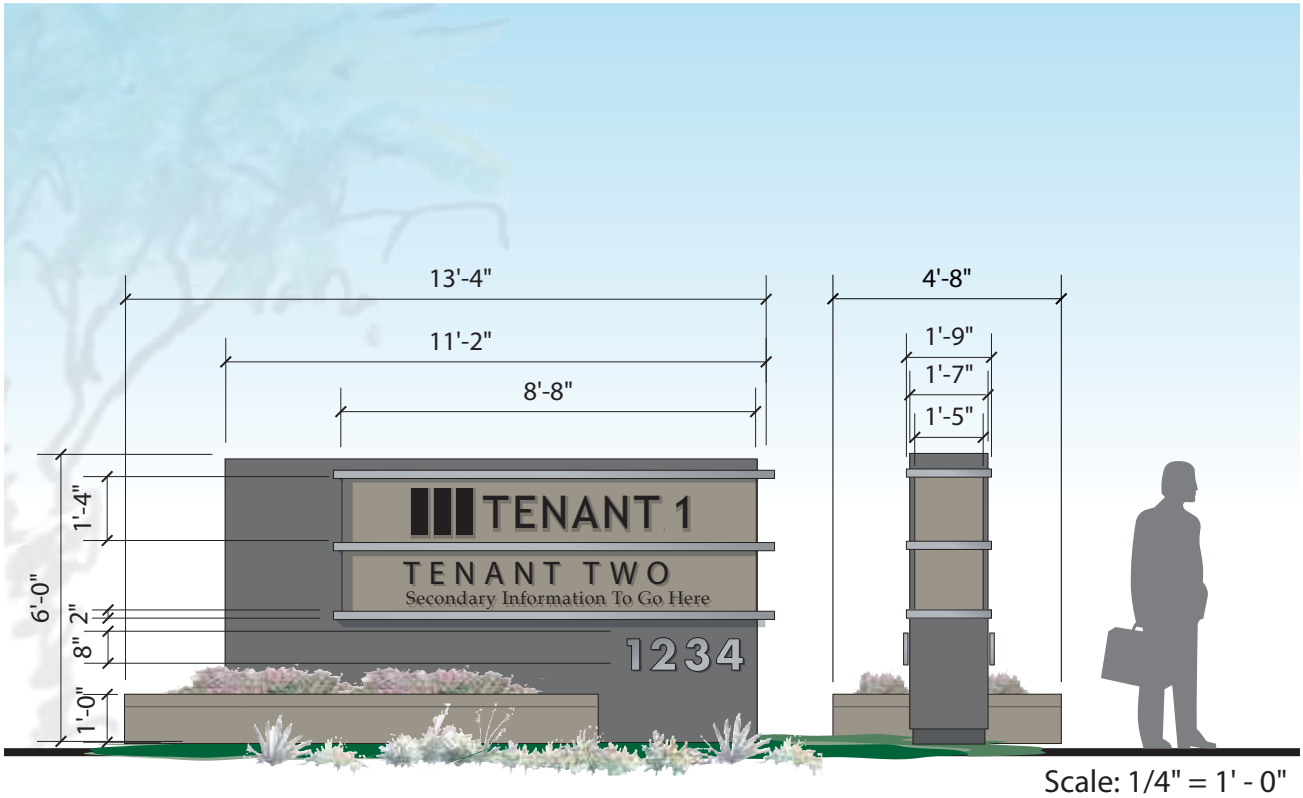


[5] Office / Hotel / Multi-Family Monument

There shall be five (5) low profile monuments along the major thoroughfare of the site to provide a tie with the overall development identification monument for the various mixed use components on the site. The sign will be a maximum height of 6'-0", and contain up to two (2) tenant identifications. For a single use, a single panel area may be used.

This sign pulls elements from the architecture and will be incorporated into the surrounding landscaping.

Sign Type	5
Function	Identification of one (1) corporate tenant/hotel.
Height	6'-0" to top of sign area
Sq. Ft.	ID - 2 at 11.6 s.f. each Total - 23.2 s.f.
Quantity	Five (5)
Illum.	Internal. RPC halo (addressing).
Materials	Aluminum fabrication with masonry base. 1/2" thick push-thru acrylic tenant copy with applied metal face (for halo illumination). Addressing of flat cut alut aluminum addressing. Paint. Hotel may be face illuminated.
Colors	Structure: *DE6328 Anchor Grey* Base/Planter: *Davis Concrete "Mesquite"* Tenant Area: *Painted to match "Mesquite"* Accents: *DE 6374 Silver Polish* Tenant ID: *DE6329 Cover of Night - Hotels may use corporate standards for ID.*



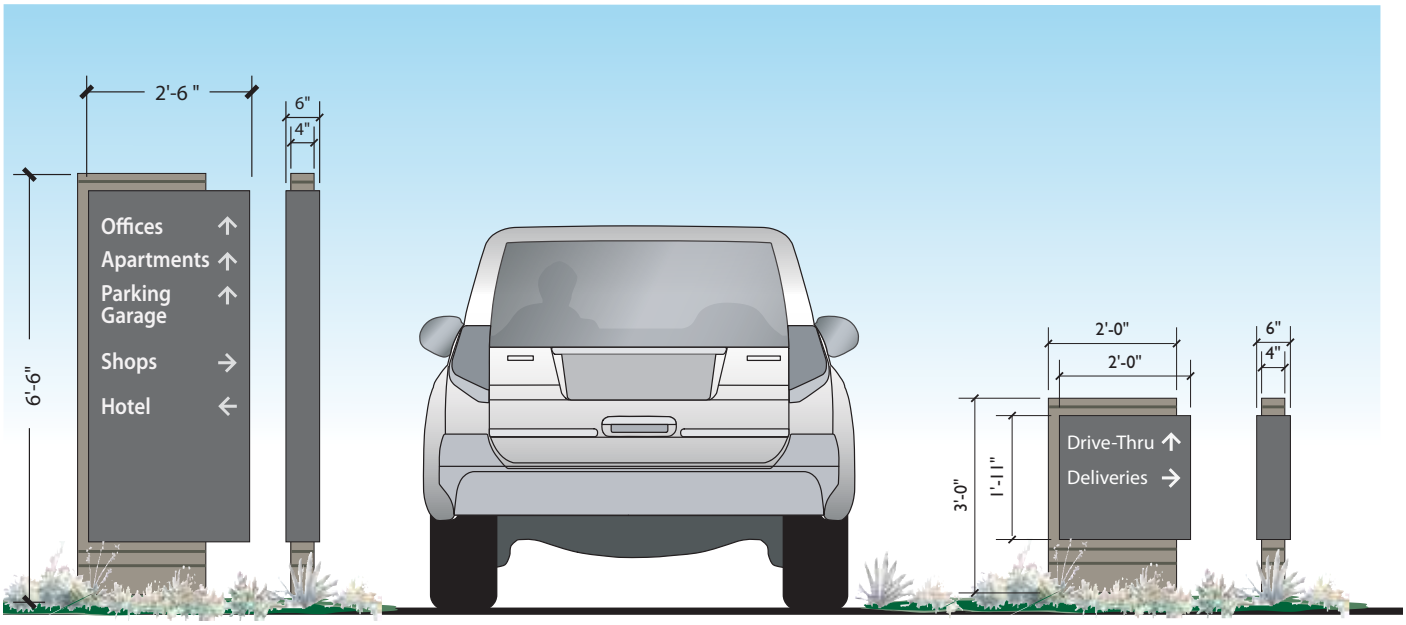
Scale: 1/4" = 1' - 0"

[6] Vehicular Directional

These signs are located at primary traffic decision points to assist traffic flow utilizing two (2) sizes. Along the private interior roadways, the 6'-6" size will be used where traffic is moving faster and with numerous destination options. The smaller, 3'-0" directionals are used within specific project sites, parking lots and driveways, where traffic is slower and only a few destination options exist.

These signs incorporate the architectural and wall details in the

Sign Type	6a	6b
Function	Direct vehicular traffic through the site.	
Height	6'-6" max	3'-0" max
Sq. Ft.	8 s.f.	4 s.f.
Quantity	Three (3)	As needed
Illum.	Non-illuminated	Non-illuminated
Materials	Aluminum structure with applied reflective vinyl letters and symbols. Painted background.	
Colors	Panel: *DE6328 Anchor Grey* Base: *Painted to match "Mesquite"* Letters/Arrows: *White reflective Vinyl to match*	



Scale: 3/8" = 1' - 0"

Building Wall Sign Matrix

BUILDING TYPE	MAXIMUM QUANTITY	LOCATION	SIGN AREA	
Retail Shops	Two (2) per tenant	Signs to be located directly over or adjacent to tenant entry and rear elevations. One (1) per elevation.	Two (2) square feet per each lineal foot of leased frontage.	
Retail Pads	One (1) per elevation that offers vehicular readability from a street, internal thoroughfare, or parking area. Maximum of four (4) per building	Primary sign to be located directly over or adjacent to tenant entry All others per tenant signage program - signage area cannot be transferred to other elevations	Two (2) square feet per each lineal foot of designated frontage.	
Office	Two (2) per tenant	Owner to designate tenants and signage locations which may not necessarily be over their leased space. Locations to be on upper level only.	Two (2) square feet per each lineal foot of leased suite space. No one sign shall exceed 250 square feet.	
Automotive	Two (2) per brand being sold on site		Two (2) square feet per each lineal foot of eased suite space. No one sign shall exceed 250 square feet.	

	MAXIMUM LETTER HEIGHT	ILLUMINATION STYLE	SIGN TYPE/ DESIGN / COLOR
	Thirty-six (36) inches for any individual letter. No layout shall exceed 80% of the vertical measurement of the architectural fascia. Letter height not to exceed 15% of the building height.	Internal, halo or combination thereof.	Pan Channel, Reverse Pan-Channel or Custom Cabinet Letters/Logo. No exposed raceways. Logos, logotype and colors may be per the tenant's national/corporate standards. Tenant Identification signage must incorporate a name for the business. "Modifiers" as the identification will not be allowed.
	Thirty-six (36) inches for any individual letter. Symbols and Iconic elements are exempt from the letter height restrictions. No layout shall exceed 80% of the vertical measurement of the architectural fascia. Letter height not to exceed 15% of the building height or 80% of vertical measurement whichever is shorter.	Internal, halo or combination thereof.	Pan Channel, Reverse Pan-Channel or Custom Cabinet Letters/Logo. No exposed raceways. Logos, logotype and colors may be per the tenant's national/corporate standards. Tenant Identification signage must incorporate a name for the business. "Modifiers" as the identification will not be allowed.
	Forty-eight (48) inch Capital Height Letter height not to exceed 15% of the building height or 80% of vertical measurement whichever is shorter.	Halo	Reverse Pan-Channel Letters/Logos. No exposed raceways. Logo and logotype may be per the tenant national/corporate standards. All signage shall be brushed aluminum finish.
	Forty-eight (48) inch Capital Height. Letter height not to exceed 15% of the building height or 80% of vertical measurement whichever is shorter.	Internal, halo or combination thereof.	Reverse Pan-Channel Letters/Logos. No exposed raceways. Logo and logotype may be per the tenant national/corporate standards. All signage shall be brushed aluminum finish.

[7] Retail Tenant Wall Signage Standards

All retail tenants must have storefront signs fabricated from either internally illuminated individual pan-channel, reverse pan-channel letters and logos, and/or "custom 3-D panels".

All sign designs and layouts will be approved on an individual basis through the Developer's discretion. Creative designs, forms, and the use of "custom" 3-D panel signs are encouraged. Unless as part of a nationally registered and/or trademarked logo, rectangular shaped custom cabinets are strictly prohibited.

Layout/Design
Copy and/or logos utilized shall be Tenant's choice, subject to the approval of Developer and/or Developer's agents and the City of Chandler.

All national retailers shall be permitted to utilize their standard corporate identification program subject to sign area limitations contained in the approved Comprehensive Signage Package (CSP).

Tenant Identification signage must incorporate a name for the business. "Modifiers" as the identication will not be allowed.



Sign Area
For maximum aggregate building sign area per Tenant, refer to matrix.

Calculation of sign area: Where a sign consists only of individual letters, numerals, symbols, or other similar components, the total area of the sign shall be the area of the square or rectangle surrounding all components of the sign.

A maximum of one (1) rectangle will be allowed.



Letter Spacing/Kerning
To fit within layout standards, lettering and/or logo may not be condensed more than 90% of horizontal letter width of original design.

Graphic below illustrates a name that is allowed a maximum letter height, and maximum sign length and width. The graphics show what is allowed for fitting the lettering within that space, based on the tenants registered trademark/logo.



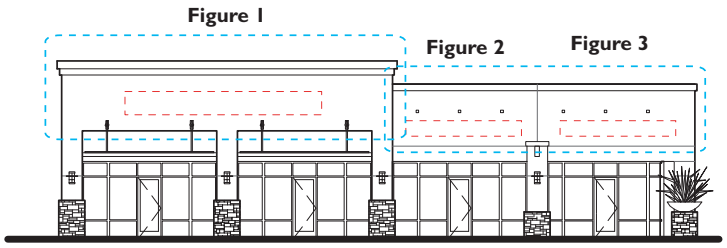
Sign Locations / Restrictions

Tenant signage shall be installed in accordance with the typical elevations which follow.

Tenant signs shall be centered horizontally and vertically within the architectural frontage and/or directly over the doorway if space permits. Signs must be located within Tenant's leased elevation. Freestanding Pad Tenants and Major Tenant buildings may have signs on all elevations.

Height and Length of Sign on Wall Surface

In no event shall any sign exceed eighty (80%) percent of the building elevation and/or wall surface upon which it is placed. The available surface area of the architectural sign area shall regulate letter height not exceeding 70% vertical height.



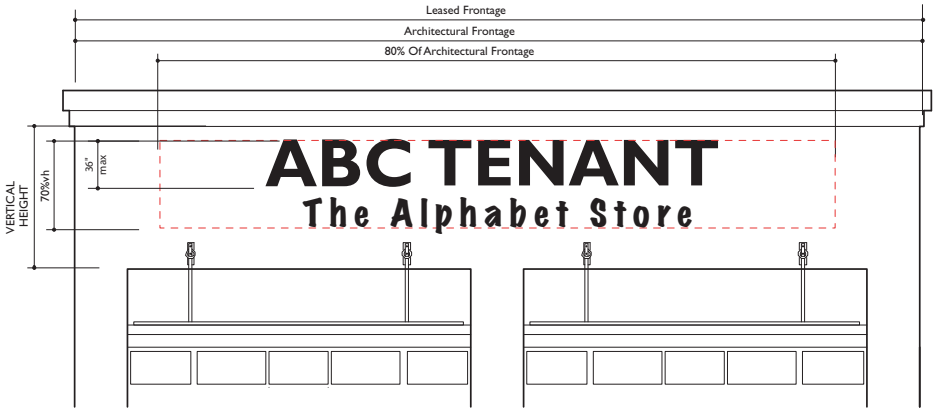


Figure 1

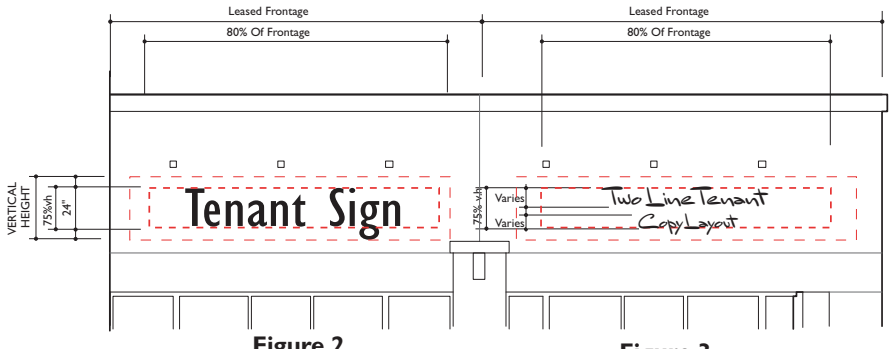


Figure 2

Figure 3

[7] Retail Tenant Wall Signage - Individual Letters

Individual illuminated letters and logos and may include pan channel metal letters with acrylic sign faces, reverse pan channel "backlit" illuminated letters, or any combination thereof as outlined in the matrix per tenant type.

All signage shall be reviewed and approved by the Developer and/or Developer's agents and shall be appropriate to the surrounding building features, environment, and architectural thematic design. Developer and/or Developer's agents and the City of Chandler shall have discretion in varying any provision of these specifications.



Construction
Individual pan channel letters and logos must be constructed of minimum of .063 aluminum returns. Pan channel letter faces must be a minimum 1/8" Plexiglas, Acrylic or Lexan.



Reverse pan channel letter faces must be a minimum of 1/8" thick aluminum.

No "Channelume," "Letteredge," or similar material will be allowed. Exposed raceways, conduits, fasteners, tubing or transformers will not be permitted. All inductors, transformers, or other equipment will be concealed in a water tight condition.



Colors
Letter face colors are per Tenant's corporate standards with the exception that no fluorescent colors will be allowed. Retainers for pan channels must match letter face or return color. For National Tenants, returns and retainers may be per corporate standards - however, no gold, silver, copper or brass will be allowed.

Illumination
Tenant building signage may be internally illuminated (LED), backlit to create a silhouette combination of lighting methods mentioned herein. No exposed neon and/or clear faced internal neon illumination will be allowed.

[7] Retail Tenant Wall Signage -3D Panel Details

Alternative signage options to the standard individual letters is the use of "Custom 3-D Panels". These are multiple layered in design with a mix of opaque and translucent backgrounds, various fabrication and illumination methods of lettering, built around a single unit. This type of design and fabrication method provides for ease of installation by connecting to one single J-box on the fascia and protects the building from repeated drilling and wiring for individual letter installations.

All designs will be approved on an individual basis through Developer's discretion. Creative designs and forms, and "Custom" Panel signs are encouraged. Unless as part of a nationally registered and/or trademarked logo, rectangular shaped cabinets are prohibited.

Colors
Letter face colors are per Tenant's corporate standards with the exception that no fluorescent colors will be allowed. Retainers for pan channels must match letter face or return color. For National Tenants, returns and retainers may be per corporate standards - however, no gold, silver, copper or brass will be allowed.

Illumination
Tenant building signage may be internally illuminated (LED), backlit to create a silhouette combination of lighting methods mentioned herein. No exposed neon and/or clear faced internal neon illumination will be allowed.







[7] Tenant Wall Signage -Canopy Signs

Typically located on the ground floor, Standing Canopy Signs, Canopy Fascia Signs and Suspended Canopy Signs should be placed centered on the tenant's frontage and centered on the canopy structure, if possible.

The Landlord can approve exceptions for each of these types of canopy signs due to variations in architectural features on the building, variations in the canopy structure and the tenant corporate brand standards.

For **Standing** and **Fascia Canopy** signs, all raceways shall be concealed within the canopy structure or behind the canopy front face outside of the line-of-sight when viewed from below or in-front of the canopy structure. Posts and beams are allowed to be visible if signage is integral with the design.

The sign shall limited to individual characters. Raceways shall be concealed with in the canopy or lattice. Backer panels are allowed.

If **Suspended Canopy** signage is applicable to the building architecture, support structure, "cabinet backers", lettering application and illumination shall be designed to be consistent in appearance, with the exception of the tenants corporate brand standards type and colors. Posts and beams are allowed to be visible if signage is integral with the design. Standing Canopy Signs can be either face-lit, halo-lit, or indirect-lit with LEDs or "neon". These sign shall have a minimum clearance of 84" (7'-0").

Illumination

Indirect sign lighting shall be shielded so that the illumination source is not visible.

Office signage may be non-illuminated, but all retail should be illuminated per the guidelines.

Where illuminated, LED's are recommended. All Canopy signs can be either face-lit, halo-lit, or indirect-lit with LEDs or "neon".



Standing Canopy Sign *is a sign mounted to the top of the leading edge of a canopy located above a storefront parallel to the building façade on which it is mounted.*



Canopy Fascia Sign *is a sign attached to the vertical front face of a canopy, roof overhang, covered walkway, covered porch, or purlin of an open lattice structure.*



Suspended Canopy Sign *is a sign suspended under a canopy, roof overhang, covered walkway, covered porch, or open lattice walkway and parallel to storefront.*

[7] Tenant Wall Signage -Projecting Signs

A Projecting (Blade) Sign is a business identification sign that is mounted perpendicular to the face or corner of a building.

Unless separated by a structure and not visible from an abutting public street, Projecting Signs shall not be placed within one-hundred fifty (150) feet from an abutting public street.

One (1) Projecting Sign is permitted per each fifty (50) lineal feet of store frontage.

Such sign shall not be located within twenty (20) feet in any direction of another Projecting Sign on the same building wall.

A Projecting Sign shall be placed on the tenant's leased frontage and shall not encroach onto another tenant suite adjacent to or above the tenant suite in which the Projecting Sign identifies with approval of the landlord.

Maximum Projection

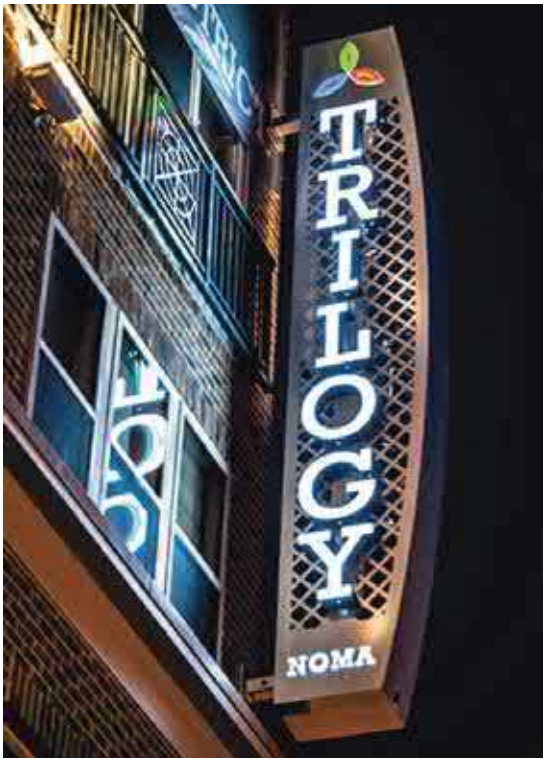
Sixty (60) inches from the wall of the building to the outside edge of the sign and a minimum clearance from adjacent grade of 10'-0".

Illumination

Internal Illumination can be Face, Halo Backlighted, Dual-Illumination from exterior and interior sources or Non-Illuminated.

Indirect Illumination shall be a shield light sources

Where illuminated, LED's are recommended.







[8] Storefront Graphics -Arcade Signs

Where there are covered walkway areas, Arcade signs hang or flag mount off tenant storefronts oriented to the pedestrian located at the primary public accessible entry.



Within the Commercial Plaza, support structures, "cabinet backers", lettering application and illumination shall be designed to be consistent in appearance. Design of the graphics may unique within the context of their storefront's architecture, services/ products provided and their recognized corporate identity and design theme, subject to approval of the Landlord.

All arcade type signs are oriented perpendicular to the tenant store front with a minimum 84" (7'-0") clearance from walkway.

Structure

Armature should be constructed as a rigid element, not allowing the sign to swing.
Suspended Canopy Signs should display the Tenant's unique identity (logo) while evoking the sense of contemporary high craftsmanship and design sensitivity

Illumination

Arcade/Shingle Signs can be either face- lit, halo-lit, or indirect-lit with LEDs or neon.

Indirect sign lighting shall be shielded so that the illumination source is not visible.

Non-illumination allowed.

[8] Storefront Window Graphics (retail & office)







Window Signs

These are fabricated small cabinet or panels signs suspended behind the store front glazing and can identify the tenant or be open/closed signs.

Can be internally illuminated.

Sign may be displayed within 3.75 feet of a window pane.

Window Graphics

No more than 25% of front glass area may have signage/graphic, applied to, or within 3 feet behind the window area. This includes temporary signage applications for sales, promotions and/or any permanent identification signage.

Addressing

Individual tenant suites shall have six (6) inch white 3M vinyl letter addressing centered on the window above the door.

Colors and Layouts

The tenant may display information such as: the suite number or address; tenant contact information (phone number or website); hours of operation; goods or services provided.

Signage applied to storefront glass can be Vinyl, Gold or silver leaf, Professionally hand painted lettering and/or graphics done by a professional sign painter and approved by Landlord prior to application.

All window graphic layouts shall be approved in writing by the Association for quality and consistency with the criteria package for The THE DISTRICT DOWNTOWN prior to submittal to the City of Chandler for approval.

Restrictions

Window Signs or Graphics may not be pre-fabricated neon elements of any kind.

[9] Building Addressing

Building address numerals shall be Futura typeface, with a minimum height of twelve inches (12").

Construction and Colors

Individual reverse pan-channel numbers are to be used. Addressing can be either halo illuminated clip mounted off the wall, or non illuminated flush mounted.

Numeral locations of darker colors, brushed aluminum finish should be used. Locations with light colored backgrounds should use dark charcoal or black finishes.

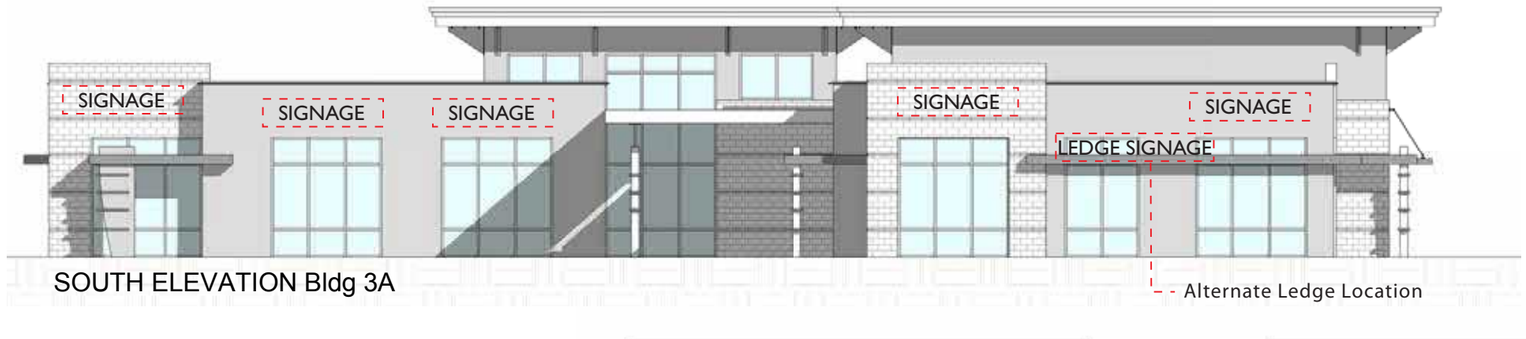


Wall Sign Locations -Typical Retail - Building 3A

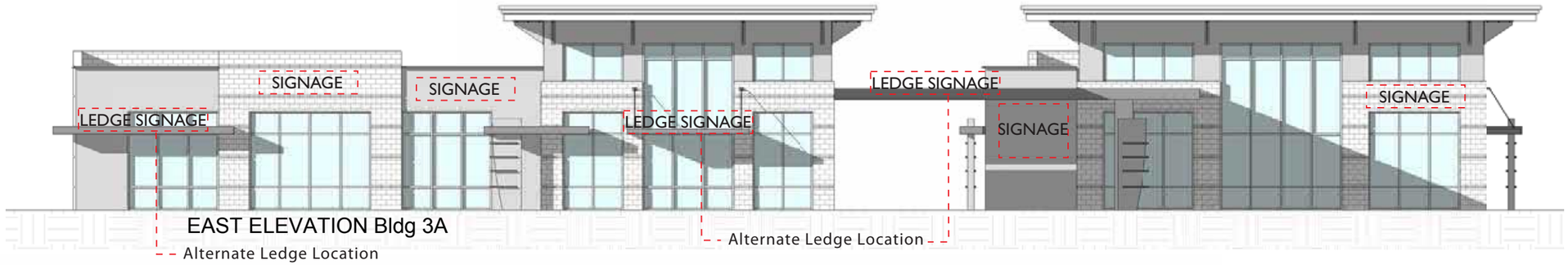
Note - Sign locations shown are merely possible locations and mounting methods. Not all signage locations shown will be used. Final locations to be determined upon leasing.



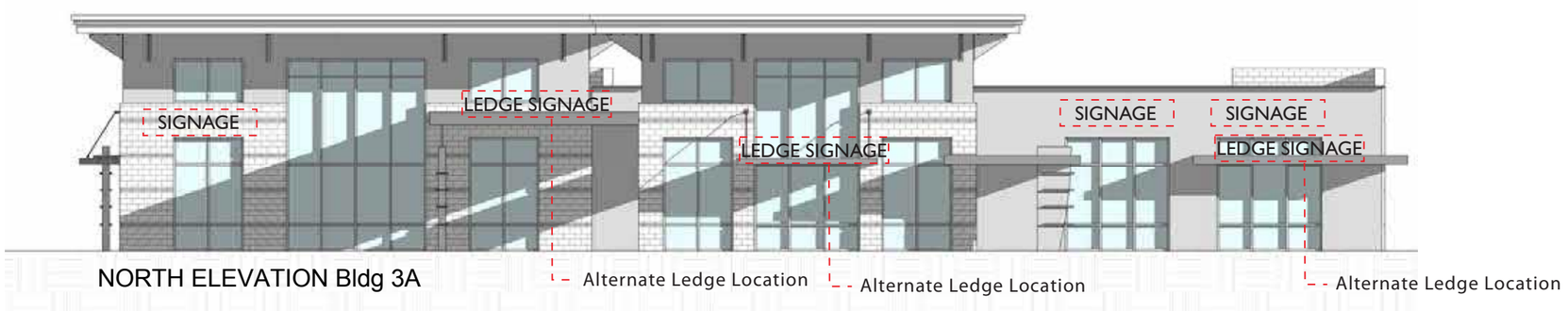
WEST ELEVATION Bldg 3A



SOUTH ELEVATION Bldg 3A



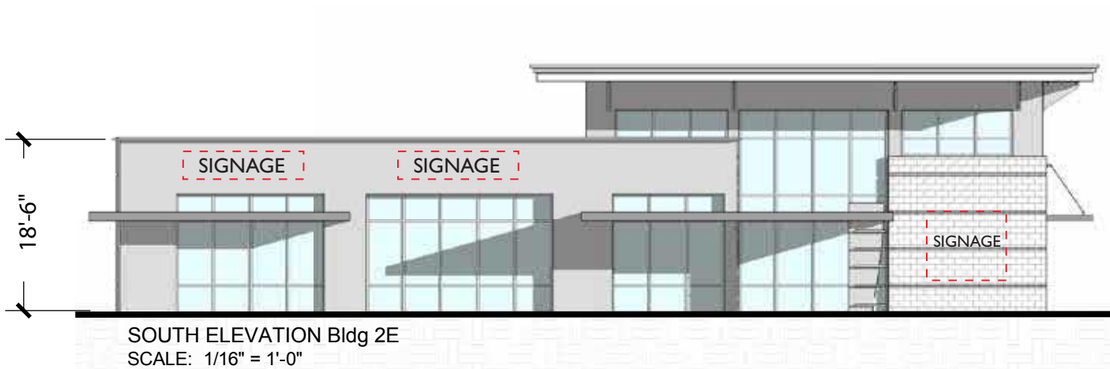
EAST ELEVATION Bldg 3A



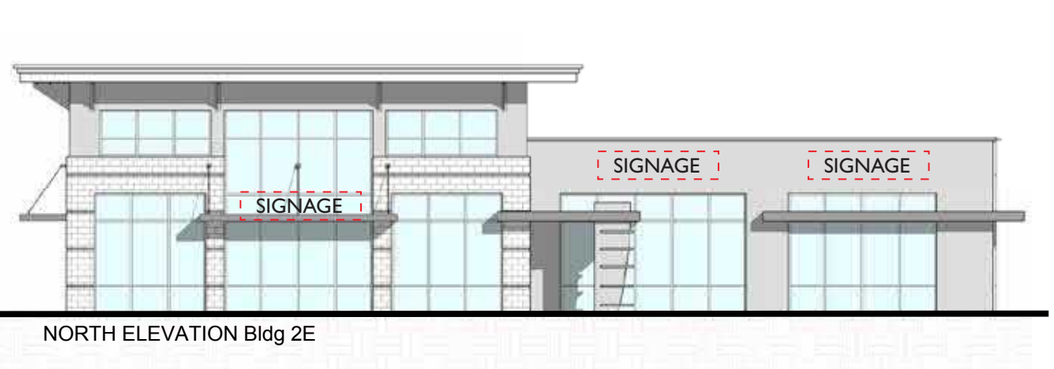
NORTH ELEVATION Bldg 3A

Wall Sign Locations - Typical Retail 1B & 2E

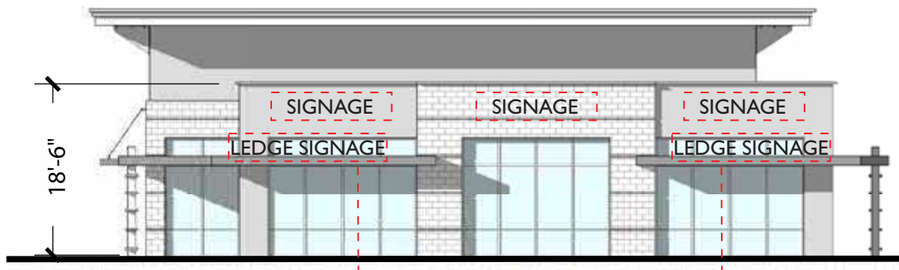
Note - Sign locations shown are merely possible locations and mounting methods. Not all signage locations shown will be used. Final locations to be determined upon leasing.



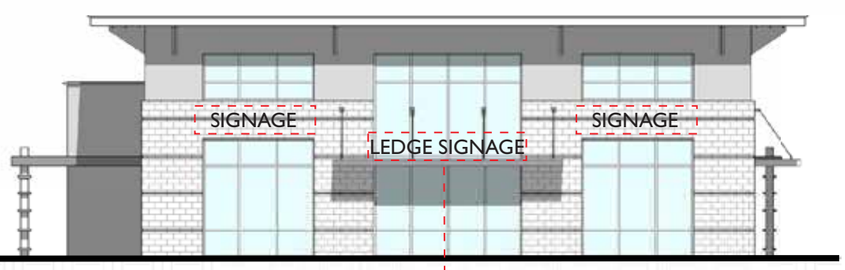
SOUTH ELEVATION Bldg 2E
SCALE: 1/16" = 1'-0"



NORTH ELEVATION Bldg 2E



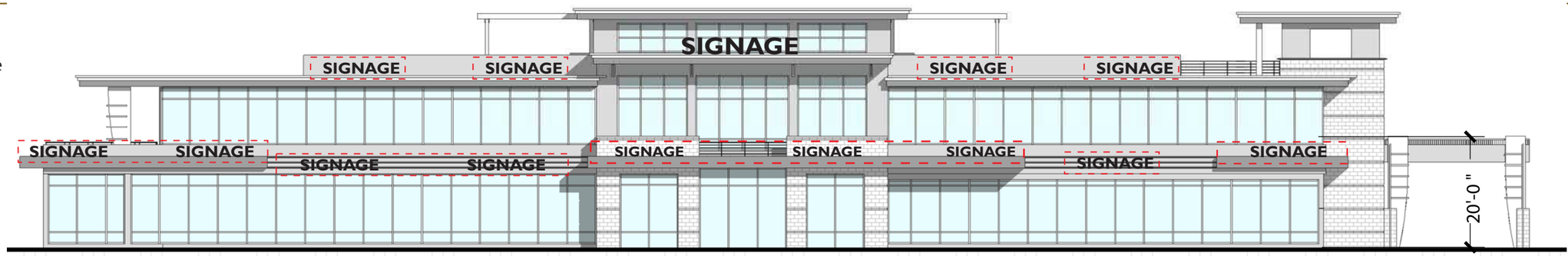
WEST ELEVATION Bldg 2E



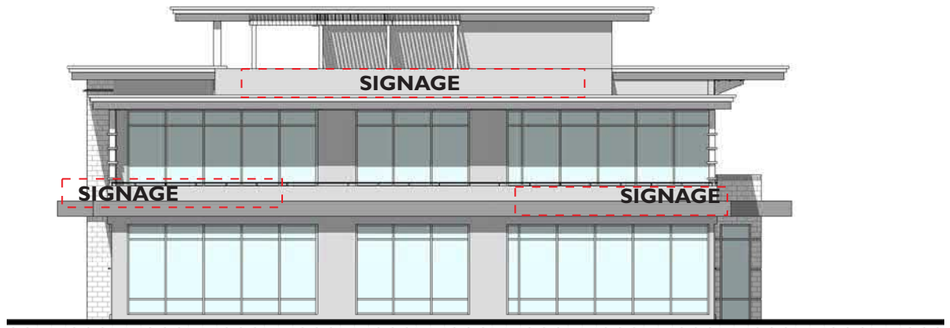
EAST ELEVATION Bldg 2E

Wall Sign Locations - 2 Story Office

Note - Sign locations shown are merely possible locations. Final locations to be determined by Developer. Maximum of three (3) signs per North and South elevations.



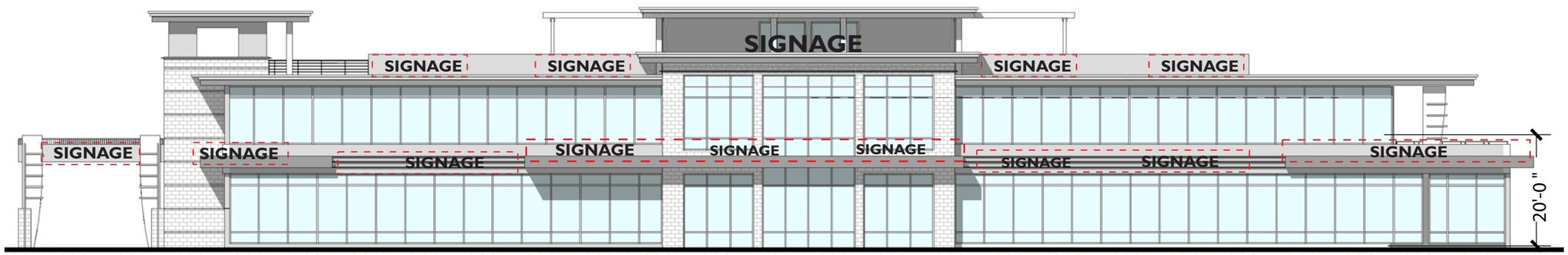
SOUTH ELEVATION Bldg 3A
SCALE • 1″ = 20′



WEST ELEVATION Bldg 3A
SCALE • 1″ = 20′



EAST ELEVATION Bldg 3A
SCALE • 1″ = 20′



NORTH ELEVATION Bldg 3A
SCALE • 1″ = 20′

General Performance Requirements

All signs at The District Downtown must be compatible with the standards outlined in this Master Sign Program and in conformance with City of Chandler Sign Requirements. The purpose of the sign standards is to ensure an attractive commercial office environment and to protect the interests of the surrounding neighborhood, Developer, and Owners/Occupants of all suites within The District. Conformance will be strictly enforced, and any installed nonconforming or unapproved signs will be brought into conformance at the sole expense of the Owner/Occupant.

Meridian West Development LLC herein referred to as "Developer", and The District Downtown Unit Owner's Association herein referred to as "Association" shall administer and interpret the criteria. Before designing signs, all The District Downtown Owners/Occupants will receive a copy of these signage standards. Sign plans submitted to the Developer/Association for approval must conform to these standards. The Developer/Association will administer and interpret the criteria. All signs must be approved in writing by the Developer/Association prior to permit application and installation.

1 Signage proposal
Prior to preparation of signage drawings and specifications, the Owner's/Occupant's sign contractor must review all architectural, structural, and electrical documents as they relate to the building wall and/or storefront at the proposed signage location. In addition, the sign contractor should visit the project site to become familiar with as-built conditions and verify all dimensions.

Each Owner/Occupant must submit to the Developer/Association four (4) sets of detailed shop drawings showing locations, sizes, design, colors, materials, lettering, graphics, conduits, junction boxes, sleeves, methods of illumination and other mounting apparatus of all proposed wall, window, and rear door signs. This submittal must be made at least fifteen (15) days prior to submittal to the City for permits.

2 Developer/Association Approval
After review of the signage proposal, the Developer/Association will return one of the three sets of drawings to the Owner/Occupant, marked either "Approved", "Approved as Noted," or "Revise and Resubmit."

An approval from Developer/Association does not guarantee City approval. A sign permit must be obtained and issued prior to fabrication. For City permits, approved sign drawings from the Developer/Association along with the required documentation for City for review.

- **"Approved"**
  If drawings are marked "Approved," the Owner/Occupant is allowed to proceed with obtaining review and approval from the City.

- **"Approved as Noted"**
  If drawings are marked "Approved as Noted," the Owner/Occupant is allowed to proceed with City review, provided that any modifications noted are incorporated into the design and proceed

  An applicant that takes exception to the noted modifications may revise and resubmit, as explained below.

- **"Revise and Resubmit"**
  If drawings are marked "Revise and Resubmit," the plans will be returned to the Owner/Occupant with comments. The drawings shall be revised and resubmitted for Developer/Association approval.

3 Openings in building walls
Locations of all openings for conduit and sleeves in building walls must be indicated by the sign contractor on the drawings submitted. The contractor shall install the sign in accordance with the approved drawings.

4 Messages
Except for tenants leasing more than 5,000 square feet of space; Sign Band signs are restricted to advertising either (a) the person, firm, company, or corporation operating the use conducted on the site, or (b) the products sold therein, but not both.

5 Owner/Occupant responsibilities for other regulations
The Developer/Association's approval of an Owner's/Occupant's signage plan does not constitute an implication, representation, or certification by the Developer/Association that those plans are in compliance with applicable statutes, codes, ordinances, or other regulations. Compliance with other regulations is the sole responsibility of the Owner/Occupant for all work performed on the premises by or for the Owner/Occupant.

6 Prohibited signs

- Cabinet (Typical) Acrylic, Plexiglas, or plastic-faced panels with surface or second-surface applied or painted graphics, injection molded panels with integral color - internally backlit cabinet construction.
- No signs, advertisements, notices, or other lettering shall be displayed, exhibited, inscribed, painted, or affixed on any part of the buildings visible from outside the premises, except as specifically approved by the Developer/ Association.
- Rude, obscene, offensive, animated, flashing, blinking, rotating, moving, or audible signs.
- Placards; posters; playbills; postings; paintings; flags; signs in public right-of-way; and fixed balloons are not permitted in any location, whether or not visible from outside the premises.
- Change-panel signs are prohibited.
- "A" frames and portable signs.
- Signs that are installed without written approval from the Developer/Association, or that are inconsistent with approved drawings, may be subject to removal and reinstallation by the Developer at the Owner's Occupant's expense.
- Painted or hand lettered signs on storefronts.
- Flashing, moving or audible signs.
- Luminous vacuum formed type plastic letters
- Inflatable signs or graphic devices.
- Freestanding attraction boards, posters or other permanent advertising devices.
- Paper, cardboard or Styrofoam signs.
- Signs with exposed neon tubing or raceways.
- Signs with gold or silver plastic trim caps that contrast with letter returns.

7 Illuminated signs

The City of Chandler requires permits for all signs and electrical permits for all signs that are illuminated. It is the Owner's/Occupant's sole responsibility to secure these and any other permits that may be required.

8 Size limitation

Each Owner/Occupant must limit the area of its sign in accordance with the area allocated for signage. Maximum letter height and length varies according to storefront, but it must not exceed the area allocated for signage. Each Owner/Occupant will be granted a minimum of one sign. Owners/Occupants with more than one elevation wall may have a sign on each elevation.

9 Labels

No labels are permitted on the exposed surface of signs, except those required by local ordinance. Sets of individual letters shall have one label on an end letter only. These are to be installed in an inconspicuous location.

10 Freestanding signs

All freestanding signs must meet applicable setbacks, and their installation must comply with all local building and electrical codes.

11 Upkeep and maintenance

Each Owner/Occupant is fully responsible for the upkeep and maintenance of its sign(s), including any individual pylon or monument signage, and Owners/ Occupants are to repair any sign defects within five (5) days of notification. If an Owner/Occupant does not repair said sign(s), the Developer, at the Owner/ Occupant sole cost and expense, may repair and/or replace sign(s).

A penalty of 100% of the Developer's cost to repair said signage, in addition to the cost of the repair, may be assessed to the Owner/Occupant if the Developer is required to provide the necessary maintenance due to the Owner's/Occupant's noncompliance following notification.

12 Illumination timer

Power to illuminate the Owner's/Occupant's sign is to be from Owner's/Occupant's electricity meter, switched through time clock, set in accordance with schedules determined by the Developer.

13 Sealing of building penetrations

All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight fashion.

14 Damage caused by or during installation

The sign contractor and/or Owner/Occupant will pay for any damage to a building's fascia, canopy,

structure, roof, or flashing caused by sign installation. Owner/Occupant shall be fully responsible for the operations of Owner's/Occupant's sign contractor and shall indemnify, defend, and hold Developer/ Association/Developer harmless for, from, and against damages or liabilities of account thereof.

15 Required insurance for sign contractors
All sign contractors must carry workers' compensation and commercial liability insurance against all damages suffered or done to any and all persons and/ or property while engaged in the construction or installation of signs, with a combined single limit in an amount not less than two million and no/100 dollars ($2,000,000.00) per occurrence. Every sign contractor must hold a current contractor's license in the State of Arizona. Developer must be named as additionally insured in the workers' compensation and commercial liability insurance.

16 Sign Permits
Owner/Occupant is responsible for obtaining all necessary sign permits prior to sign installation.

17 Developer/Association's right to modify requirements
The Developer/Association has the right to modify

Definitions

The following definitions are used throughout the comprehensive signage plan and are exclusive to this document.

Aggregate Sign Area
The total area of all permitted signs pertaining to any one Owner/Occupant, which includes Street-front signage, Storefront signage (arcade and window signage/graphics).

Architectural Frontage
The portion of the building frontage of the leased space which has been delineated through use of reveals, patterning, materials, finishes, column breaks, etc that creates a special area for signage.

Architectural Awnings
Elements which are constructed of permanent type of materials and are an integral part of the building elevation design.

Building Leased Frontage
The overall lineal foot frontage of a leased space.

Cabinet (Typical)
Acrylic, Plexiglas, or plastic-faced panels with surface or second-surface applied or painted graphics, internally backlit in a box construction.

Custom Cabinet
Cabinet designed and fabricated in multiple planes, colors, finishes and unique shapes and forms. Typically with dimensional illuminated letters and opaque backgrounds.

Committee
Made up of the consenting owners as defined in the Construction, Operation and Reciprocal Easement Agreement.

Graphics
Lettering, symbols, and logos used for name identification (primary identification), and for identification of product and services (secondary identification or modifiers).

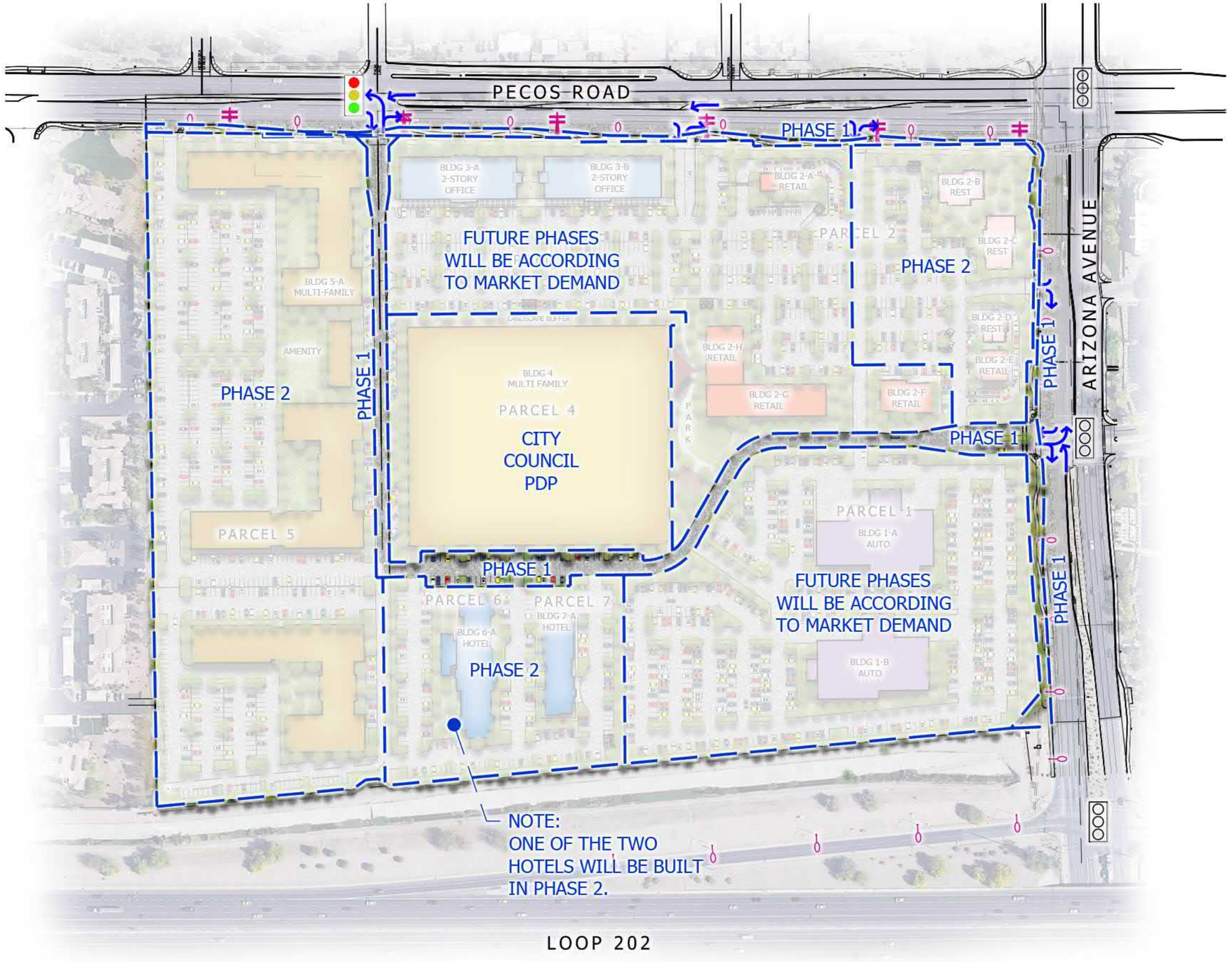
Sign Area
The aggregate area of the smallest rectangles that encloses individual elements of a sign's lettering and logos.

Sign Envelope
The overall height and length allowances of sign area designated for Owner/Occupant sign placement on a building elevation.

Street Front Signage
Signage installed parallel to the building fascia, typically located along the front of the building on parapet, fascia or building wall intended for the viewing of vehicular traffic.

Storefront Signage & Graphics- Permanent
This is the signage located along the storefront portion, oriented to pedestrian. It includes the transparent portion of storefront (windows) and/ or solid wall areas used for merchandise display and permanent graphics. This includes awnings, tenant suite number, logo and name identification, secondary name modifiers, hours of operation, services or name brand marketing, menu cabinets, etc.

Exhibit 9



LEGEND

- EXISTING POWER POLE
- EXISTING STREET LIGHT
- EXISTING TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL
- FULL TRAFFIC MOVEMENT
- RIGHT IN / RIGHT OUT ONLY
- PHASE LINE

NOTE: GRAPHIC MATERIALS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE. ALL SITE PLAN AND REPRESENTATIVE IMAGERY SHALL BE CONSIDERED CONCEPTUAL. FINAL SITE DESIGN MATERIALS TO BE PROVIDED AT THE TIME OF FINAL IMPROVEMENT PLANS.

DISTRICT DOWNTOWN

Conceptual Phasing Plan

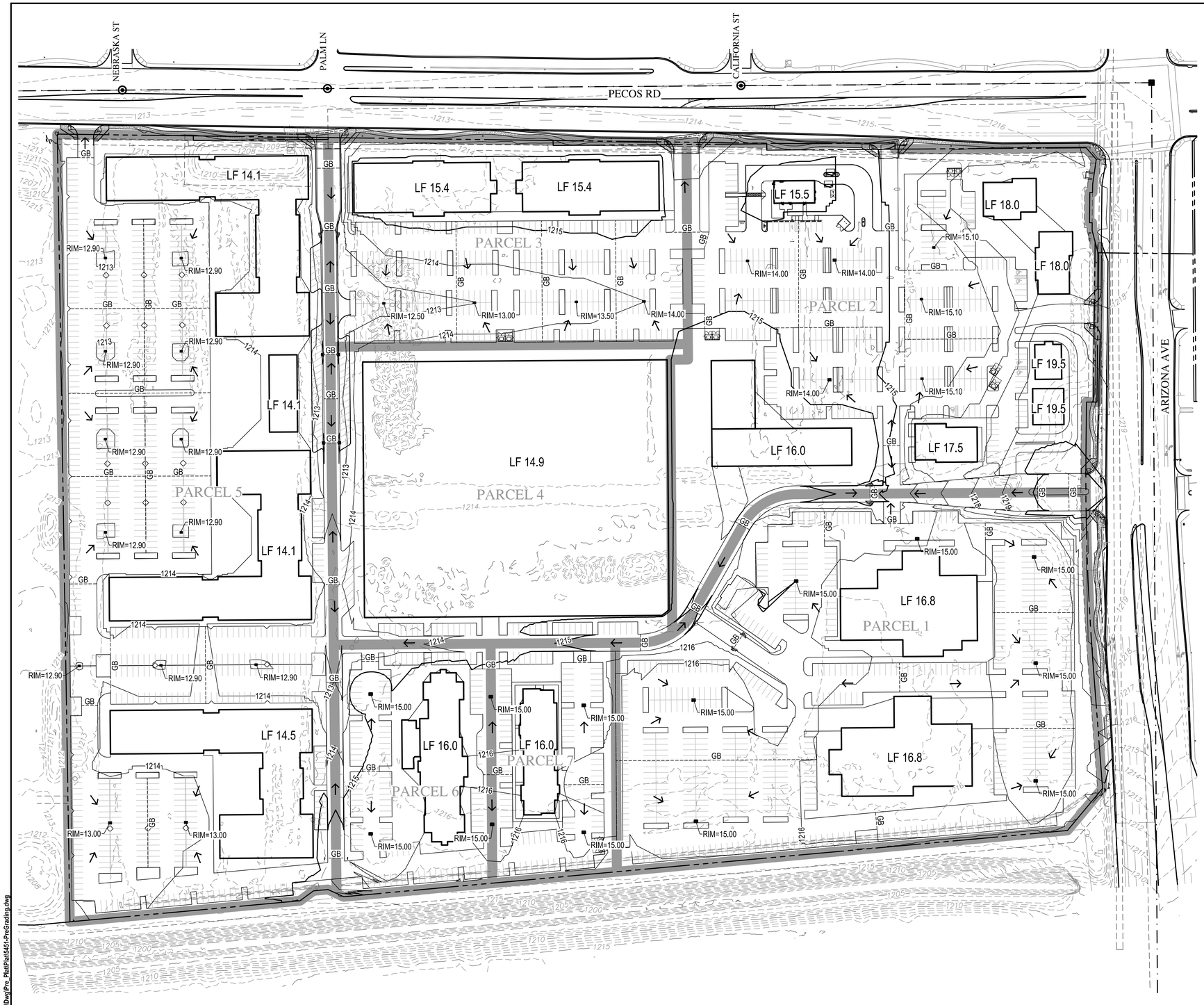
Plan Scale 1:200 (200' 400')

Date:09-11-2024

ABLASTUDIO.COM

ABLA

Exhibit 10



N

0 80 160

Horz. 1 in. = 80 ft.

LEGEND

LF	LOWEST FINISH FLOOR
GB	CHANGE IN GRADE
→	FLOW ARROW
	PROPOSED CATCH BASIN
	PARCEL BOUNDARY

RETENTION CALCULATIONS

V_R = C x (P/12) x A x 1.1

DESIGN STORM: 100-YEAR, 2-HOUR

RAINFALL DEPTH, P: 2.20 INCHES

RETENTION VOLUMES

BASIN ID	AREA (SF/AC)	C	VOLUME REQUIRED[1], V_R (CF/AF)	DRYWELLS REQUIRED[2] (0.1 CFS / DW)
PARCEL 1	399,533 / 9.17	0.9	72,515 / 1.66	6
PARCEL 2	389,164 / 8.93		70,633 / 1.62	6
PARCEL 3	190,468 / 4.37		34,570 / 0.79	3
PARCEL 4	262,289 / 6.02		47,605 / 1.09	4
PARCEL 5	538,027 / 12.35		97,652 / 2.24	8
PARCEL 6	99,545 / 2.29		18,067 / 0.41	2
PARCEL 7	75,531 / 1.73		13,709 / 0.31	2
O-1 (PECOS)	118,487 / 2.72		22,700 / 0.52	2
O-2 (AZ-87)	82,673 / 1.90		15,839 / 0.36	2
TOTAL			393,291 / 9.03	35

NOTES

1. REQUIRED RETENTION SHALL PROVIDE 110% OF THE VOLUME REQUIRED (V_R) PER THE CITY OF CHANDLER ENGINEERING & DESIGN STANDARDS MANUAL, 2023 EDITION.
2. FOR DESIGN AND PERMITTING PURPOSES, EACH DRYWELL SHALL HAVE A PRESUMPTIVE CAPACITY OF 0.1 CFS (12,960 CUBIC FEET IN 36 HOURS). CREDIT MAY BE ALLOWED TOWARDS THE TOTAL REMAINING DRYWELLS TO BE CONSTRUCTED AT ONE-HALF OF THE TESTED CAPACITY, LIMITED TO 0.5 CFS.

WOOD PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DISTRICT DOWNTOWN

PRELIMINARY GRADING AND DRAINAGE PLAN

SWC ARIZONA AVE AND PECOS RD
CHANDLER, AZ

REV	DESCRIPTION	DATE

NOT *FOR CONSTRUCTION OR RECORDING*

SCALE (HORIZ.)	1" = 80'
SCALE (VERT.)	N/A
DATE	5/08/2024
JOB NUMBER	235451
SHEET	1 OF 1

CHECKED BY: EB DESIGNED BY: DS DRAFTED BY: DS

Z:\2023\235451\Dwg\Pre_Plat\Plat\5451-PreGrading.dwg



SITE DATA

DESCRIPTION	ACREAGE
GROSS ACREAGE	49.30 AC.
NET ACREAGE	44.73 AC.

PARCELS

PARCEL NUMBER	ACREAGE	USE	FLOOR AREA RATIO	FLOOR AREA	KEYS	UNITS	Density	PARKING REQUIREMENTS		
								PARKING RATIO	REQUIRED	PROVIDED
PARCEL 1										
BLDG 1-A		MU		16,000 S.F.				250 S.F.	64	
BLDG 1-B		RET		7,000 S.F.				250 S.F.	28	
BLDG 1-C		REST		5,500 S.F.					69	
BLDG 1-D		REST		4,000 S.F.					35	
BLDG 1-E		MU		31,500 S.F.				200 S.F.	158	
BLDG 1-F		HOTEL		88,900 S.F.	180 KEYS			1/KEY, 1/100 PUBLIC	210	
PARCEL 1 TOTAL	**8.42 AC.**		**0.42**	**152,900 S.F.**	**180 KEYS**				**564**	**493**
PARCEL 2										
BLDG 2-A		RET		15,500 S.F.				250 S.F.	62	
BLDG 2-B		REST		6,000 S.F.					75	
BLDG 2-C		REST		6,000 S.F.					75	
BLDG 2-D		REST		4,000 S.F.					35	
BLDG 2-E		REST		2,900 S.F.					36	
BLDG 2-F		REST		5,800 S.F.				250 S.F.	23	
BLDG 2-G		RET		14,000 S.F.				250 S.F.	56	
BLDG 2-H		RET		8,400 S.F.				250 S.F.	34	
PARCEL 2 TOTAL	**8.38 AC.**		**0.17**	**62,600 S.F.**					**396**	**366**
PARCEL 3										
BLDG 3-A		OFFICE		32,000 S.F.				200 S.F.	160	
BLDG 3-B		OFFICE		32,000 S.F.				200 S.F.	160	
PARCEL 3 TOTAL	**8.19 AC.**		**0.18**	**64,000 S.F.**					**320**	**299**
PARCEL 4										
BLDG 4-A		MF				395 UNITS	52.0 DU/AC	1.8 PER UNIT	716	
PARCEL 4 TOTAL	**7.60 AC.**					**395 UNITS**	**52.0 DU/AC**		**716**	**725**
PARCEL 5										
BLDG 5-A		MF				400 UNITS	43.5 DU/AC	1.8 PER UNIT	725	
PARCEL5 TOTAL	**9.20 AC.**					**400 UNITS**	**43.5 DU/AC**		**725**	**725**
PARCELS 6A & 6B										
BLDG 6-A		OFFICE		120,000 S.F.				200 S.F.	600	
BLDG 6-B		OFFICE		180,000 S.F.				200 S.F.	900	
BLDG 6-B		OFFICE		0 S.F.						
PARCEL 6 TOTAL	**3.08 AC.**		**2.24**	**300,000 S.F.**					**1500**	**1700**

TOTAL

MULTI-FAMILY		MF				795 UNITS				
RETAIL		RET		44,900 S.F.						
RESTAURANT		REST		34,200 S.F.						
MIXED USE		MU		47,500 S.F.						
HOTEL		HOTEL		88,900 S.F.	180 KEYS					
OFFICE		OFFICE		364,000 S.F.						
TOTAL	**44.87 AC.**	**COMM**	**0.30**	**579,500 S.F.**	**180 KEYS**	**795 UNITS**			**4,221**	**4,308**

LEGEND

- EXISTING POWER POLE
- EXISTING STREET LIGHT
- EXISTING TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL
- FULL TRAFFIC MOVEMENT
- RIGHT IN / RIGHT OUT ONLY

SECTION VIEWS

- TYPICAL MAIN STREET AT RETAIL
- TYPICAL MAIN STREET AT RESIDENTIAL
- TYPICAL MAIN STREET AT OFFICE

NOTE: GRAPHIC MATERIALS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE. ALL SITE PLAN AND REPRESENTATIVE IMAGERY SHALL BE CONSIDERED CONCEPTUAL. FINAL SITE DESIGN MATERIALS TO BE PROVIDED AT THE TIME OF FINAL IMPROVEMENT PLANS.

DISTRICT DOWNTOWN

Conceptual Site Plan

N

200' 400'

Plan Scale 1:200

Date:10-04-2022

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City Council Memorandum **Development Services** **Memo No.** DS24-016

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
Ryan Peters, Strategic Initiatives Director
Louis Kneip, Development Engineering Manager
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5841, Authorizing a License Agreement between Cablevision Lightpath, LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Telecommunications Systems

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5841, authorizing the Mayor to execute the license agreement between Cablevision Lightpath, LLC, and the City of Chandler for the use of facilities in the city's rights-of-way and public places to establish Class 4 and Class 5 Telecommunications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Cablevision Lightpath has filed an application with the city to install, operate and maintain an underground fiber optic communications system that may provide both Class 4 telecommunications services (lit fiber/active services) and Class 5 non-telecommunications services (dark fiber/internet services). The agreement provides terms for both services and is similar to agreements the city has with other providers.

This item is for a five-year nonexclusive agreement. The expected time frame of Cablevision Lightpath's current build plan is 18 months. Construction is planned to commence as soon as permits are issued and the construction schedule will be determined by permit release for the first 200,000 linear feet for a fiber backbone

ring through key central parts of the city.

Financial Implications:

The city has received a $3,000 application fee to cover the city's cost for the processing of this application. A transaction privilege tax of 2.75% will be paid on any non-interstate telecommunications services (Class 4). Fiber that is not exempted by federal or state law and is used for non-telecommunications services (Class 5) is subject to an annual $2.65 per linear foot fee as prescribed by the City's Fee Schedule or 2% of Cablevision Lightpath's gross revenues for services provided within the City of Chandler, whichever is less. The company will also pay permit, inspection and pavement damage fees.

Attachments

Resolution No. 5841 and Agreement for Use of Public Property

RESOLUTION NO. 5841

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A LICENSE TO CABLEVISION LIGHTPATH LLC TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, AND USE THE PUBLIC RIGHTS OF WAY WITHIN THE CITY TO PROVIDE TELECOMMUNICATIONS SERVICES (CLASS 4 LICENSE) AND FIBER OPTIC CABLE, INTERSTATE SERVICES, AND OTHER COMMUNICATION FACILITIES (COLLECTIVELY "INTERSTATE TELECOMMUNICATION SERVICES") (CLASS 5 LICENSE) AS APPROPRIATE.

WHEREAS the City of Chandler believes that it is in the City's best interest to issue a License Agreement for such purpose.

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

Section 1. Approving the City of Chandler Telecommunication Services (Class 4) and Interstate Telecommunication Services (Class 5) License Issued to Cablevision Lightpath LLC in the form attached hereto as Exhibit "A" and incorporated herein by reference.

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

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. 5841 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 JMB

EXHIBIT “A”

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CITY OF CHANDLER TELECOMMUNICATION SERVICES (CLASS 4) AND FIBER OPTIC CABLE, INTERSTATE TELECOMMUNICATION, AND OTHER COMMUNICATION SERVICES (CLASS 5) LICENSE ISSUED TO CABLEVISION LIGHTPATH LLC

City of Chandler Document No. _____
City Council Meeting Date: _____

THIS LICENSE ("License") is issued by the City of Chandler, an Arizona municipal corporation ("City") to Cablevision Lightpath LLC a Delaware limited liability company ("Licensee"). (The City and Licensee are each a "Party" and collectively the "Parties") effective _____ ("Effective Date").

RECITALS

A. On or about July 19, 2024, Licensee applied to the City for permission to construct, install, operate, maintain, and use the Public Rights of Way within the City to provide Telecommunications Services (Class 4 License) and Fiber Optic Cable, Interstate Services, and Other Communication Facilities (collectively "Interstate Telecommunication Services") (Class 5 License) as appropriate; and

B. By the authority conferred by A.R.S. §§ 9-581-583, the Chandler City Charter, and Chandler City Code Chapter 46, the City is authorized to grant this License; and

C. The City Council has authorized the Mayor or his designee to execute a license with Licensee to construct, install, operate, maintain, and use a System (defined hereinafter) in, along, under, over, and across certain Public Rights-of-Way within the City or on other City-owned property to provide Telecommunications Services and Interstate Telecommunications Services as appropriate.

LICENSE

NOW, THEREFORE, City hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. The terms, phrases, words, and their derivatives used in this License have the meanings given in Chapter 46 of the Chandler City Code as amended. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes, the Chandler City Code, and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) Chandler City Code; (3) this License. Additional definitions for this License include:

"ACC" means the Arizona Corporation Commission.

"A.R.S." means Arizona Revised Statutes, as amended.

"Cable Services", "Cable System", "Video Services", and "Video Services Network" have the same meaning as defined in Chapter 46 of the Chandler City Code.

"City" means the City of Chandler, Arizona.

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"City Council" means the Council of the City of Chandler.

"Commercial Mobile Radio Services" means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code § 157.

“Day” means calendar day unless noted otherwise.

“Encroachment Permit” means the nonexclusive permission granted by the City to Licensee within the Public Rights-of-Way for the specific location of Licensee’s System and includes fees (if any) for the specific location, and other terms and conditions in accordance with the City Code, applicable Rights-of-Way construction regulations, and other applicable law.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Gross Revenue" means: (i) all cash, credits, property of any kind or nature or other consideration that is received directly or indirectly by Licensee, its affiliates, or any person, firm, or corporation in which Licensee has a financial interest or that has a financial interest in Licensee and that is derived from Licensee’s operation of its System to provide Telecommunication Services in the Service Area; and (ii) includes all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunication Services and any other receipts from subscribers derived from Licensee’s operation of the System to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides; and (iii) the use or lease, in whole or in part, of Licensee’s System located in Public Right-of-Way. Gross Revenue does not include: (i) any revenue not received by Licensee, even if billed, such as bad debt net of any recoveries of bad debt or any refunds, credits, allowances or discounts to subscribers to the extent that the refund, rebate, credit, allowance or discount is attributed to Telecommunication Services; and (ii), license fees, taxes or other fees or charges that Licensee collects and pays to any governmental authority; and (iii) any increase in the value of any stock, security or asset, or any dividends or other distributions made from any stock or securities.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Interstate Telecommunications Services" means a telecommunications corporation that places underground or above ground facilities in the Public Rights-of-Way.

"License" means this non-exclusive authorization granted by the City to construct, operate, maintain, reconstruct, repair, and remove the System.

"Licensee" means Cablevision Lightpath LLC, a Delaware limited liability company with its principal place of business at 1111 Stewart Avenue, Bethpage, NY 11714, to which this License is granted.

"Licensor" means the City of Chandler, Arizona, a municipal corporation of the State of Arizona as represented by the City Council and acting through the City Manager or the City Manager’s designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Provider" means a broadband internet access service provider that constructs, installs, operates, or maintains communications facilities in the Public Rights-of-Way.

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"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the City's corporate boundaries.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the City on other City-owned property, and which are used to provide Telecommunication Services and Interstate Telecommunication Services.

"Telecommunications" has the same meaning as defined in A.R.S. § 9-581(4), as amended.

"Telecommunications Corporation" has the same meaning as defined in A.R.S. § 9-581(5), as amended.

"Telecommunications Services" has the same meaning as defined in A.R.S. § 9-581(6), as amended.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Chandler City Charter, the Chandler City Code, and Arizona and federal law, the City grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights- of-Way and on other City-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the City for encroachment permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. The City may approve, deny, or conditionally approve Licensee's encroachment permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the City Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, this License also authorizes Licensee to place its System on property owned by third parties, such as an electric utility company or other private property owners. Provided; however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way Construction regulations and is installed underground in accordance with applicable law including Section 47-4 of the Chandler City Code. Upon request from the City, Licensee must promptly furnish to the City documentation of the third party's permission. By executing this License, the City does not waive any rights that City may have against any public utility or other third party to require such owners to obtain the City's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the City. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure, and which results in no aerial overlash of existing infrastructure.

2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the City until Licensee has applied for and received approval for an encroachment permit under Chapter 46 of the Chandler City Code. Additionally, Licensee must comply with all other provisions of the Chandler City Code including, but not limited to, Chapter 35 related to zoning, Chapter 47 related to off-site construction, and other applicable City regulations. Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other City-owned property is subordinate to any City prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements. Provided; however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

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2.1.4 Nothing in this License will be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining the City's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the City, to remove, relocate, or abandon in place Licensee's System to accommodate the City's projects and activities. The City will not be liable for Licensee's lost revenues, however caused, due to any City activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of City facilities and any other lawful project or activity in the Public Rights-of-Way. Provided; however, the City's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

2.2.1 Licensee uses its System to provide Communication Services, which may include a high-speed fiber network offering broadband internet to residential and commercial customers throughout the City of Chandler. Licensee represents and warrants that Licensee does not provide services that are considered multichannel video programming services, video services provided by an open video system, cable television, or video services.

2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under this License until Licensee receives the proper authorization; (ii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to City as provided in this License within 30 days of receipt; and (iii) Licensee will indemnify, defend, save, and hold harmless the City as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.

2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit and dark fiber within the Public Rights-of-Way or on other City-owned property.

2.2.4 Licensee must obtain the proper and necessary encroachment permit before Licensee begins any work or construction in the Public Rights-of-Way or on other City-owned property.

2.2.5 Unless otherwise required by applicable law, Licensee's must install and construct Licensee's System underground by trenching or boring conduit along with surface mounted hand holes for access to the fiber for splicing. This license permits Licensee's construction of its System within the Public Rights-of-Way or on other City-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Chandler residents other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the City for approval, which approval the City will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG Specs"), the City supplements to MAG Specs, all lawful and reasonable requirements of the City Utility Manual and must follow and comply with industry best practices and standards. As required by City specifications, all of Licensee's conduits must be placed outside of the Public Rights-of-Way or on other City-owned property wherever and whenever possible except as otherwise allowed by Microtrenching (defined below) standards approved by the City. Provided; however, Licensee must build the System in accordance with plans approved by the City.

2.2.6 Any changes to the System must be approved in writing by the City Engineer's designee, which approval will not be unreasonably withheld or delayed.

2.2.7 Licensee shall retain an independent testing company, approved by City in its reasonable discretion without undue condition or delay, to test all materials that will be used to remediate City and third-

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party facilities, and which are subject to materials testing pursuant to MAG Specs and the City supplements to MAG Specs. All testing results must be sent to the City within 3 business days of Licensee's possession or knowledge of the results.

2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located underground and in conduit as reasonably approved by the City Engineer. Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.2.9 Licensee must install the System according to City approved details, standards, and requirements. Licensee may install portions of the System in trenches that are shallower or narrower than the City's preferred standards in areas of the City as allowed by the City Engineer and if Licensee's installation complies with City-approved microtrenching details, standards, and requirements (collectively "Microtrenching"). Licensee acknowledges, accepts, and agrees that the City will not be liable for any damage or harm caused by the City, its employees, officers, officials, agents, representatives, and contractors to any portion of Licensee's System installed using Microtrenching.

2.3 Location of the System.

2.3.1 At the time of proposed construction, Licensee must submit an encroachment permit application(s) together with the details, plans, and specifications for the City's review and approval, and pay all applicable application, review, and inspection fees before all construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of all the System. The proposed locations of Licensee's planned installation of its System including related facilities or equipment is depicted on the map attached and made a part of this License as Exhibit A ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the City as part of the encroachment permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.5. Proposed locations of the System that are part of any encroachment permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit A and must be updated at the time of License renewal or amendment.

2.3.2 Although the exact placement and location of Licensee's System will be determined by the City through the Encroachment Permit process, Licensee has expressed its intent and the City has expressed its desire to have the System installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect City streets or be placed under paved areas, Licensee must use directional boring unless a deviation is authorized by the City Engineer.

2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial encroachment permit application(s), Licensee must submit revised plans to apply for and obtain approval for an amendment to the encroachment permit, prior to installation and construction of the facilities or equipment.

SECTION 3. SCOPE

3.1 Licensing Requirements. This License satisfies the licensing requirements of, and is in accordance with, the provisions of Chapter 46 of the Chandler City Code.

3.2 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to lease to or contract with others for use of all or part of the System, except to aerial overlash, attach to poles and/or store

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aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell and transfer dark fibers, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the City to use the Public Rights-of-Way and on other City-owned property. Under Section 3.2(ii), Licensee must first provide written notice to the City of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement as provided in A.R.S. § 9-583(D). In the event the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the City for use of the Public Rights-of-Way.

3.2.1 Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2.2 Licensee may enter into agreements with third-party Communications Corporations in the ordinary course of business for the resale of Communications Services. Such agreements ("User Contracts") are subject to all requirements and provisions of this License.

3.3 Co-location. Licensee's installation of the System must be reasonably coordinated with other utility providers authorized by the City to have facilities in the City's right-of-way and the City to accommodate reasonably requested opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the City Engineer.

3.4 Compliance with Laws.

3.4.1 Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Chandler City Code, the Chandler Charter, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4.2 To the extent that Licensee uses the Public Rights-of-Way or other City-owned property to provide services other than intrastate calls through System, the use of the Public Rights-of-Way or other City-owned property is subject to the terms and conditions of this License and any applicable permits and laws.

3.5 Reports.

3.5.1 Upon request, Licensee will provide to City copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction into any matters that directly affect this License.

3.5.2 In addition to the reports required in Section 4.2.3 of this License, upon City's request, Licensee will provide City with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.6 Non-Interference.

3.6.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other City-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Chandler Utility Manual. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the City and furnish them to City within sixty (60) days of installation. Licensee must furnish such information in an electronic format compatible with the then current City electronic format.

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3.6.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other City-owned Property as may be necessary to facilitate any public purpose or any City project or activity whenever directed to do so by City in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from City including the City's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and encroachment permit. Licensee must reimburse the City for any direct or indirect damages incurred by the City because of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, willful misconduct, or undue delay.

3.6.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repair of any portion of its System in the Public Rights-of-Way and on other City-owned property. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the City for such repairs. Licensee will notify City, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY AND OTHER CITY-OWNED PROPERTY

Licensee will be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this License, including those set forth below.

4.1 Application Fee. Licensee must pay the City a fee in the amount of $3,000.00 to process the application for this License before approval of this License is submitted to the City Council.

4.2 Annual Fee. Licensee must pay an annual fee to use the Public Rights-of-Way and other City-owned property under the terms and conditions of this License and as calculated under this section (collectively "Annual Fee").

4.2.1 The City will assess, and Licensee must pay, any Annual Fee in accordance with A.R.S. §§ 9-582-583. Licensee bears the burden to show Licensee's payment of any Annual Fee is not required under A.R.S. §§ 9-582-583. Licensee must pay all taxes on intrastate telecommunications services as provided by applicable law and Licensee must pay any Annual Fee as provided in this License for the portions of Licensee's System that are not excluded under A.R.S. §§ 9-582-583.

4.2.2 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use. City may, but is not obliged to, accept in-kind consideration in lieu of the Annual Fee if offered by Licensee.

4.2.3 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

4.2.4 If Licensee places empty conduit in the Public Rights-of-Way or on other City-owned property for services other than those listed in Section 4.2.1, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

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4.2.5 On or before March 31 of each calendar year, Licensee will report to the City the amount of linear feet of trench, if any, or the amount of Gross Revenue, if any, subject to the Annual Fee for the prior calendar year under Sections 4.2.2, 4.2.3, or 4.2.4 permitted and installed in the Public Rights-of-Way or on other City-owned property. The Annual Fee for the coming year is part of the annual fee schedule adopted by the City Council. If the Annual Fee is based on the amount of linear feet of trench located in Public Rights-of-Way or on City-owned property, the Annual Fee is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.7 for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way or on other City-owned property. If the Annual Fee is based on Gross Revenue, Licensee will report the amount of Gross Revenue generated during the prior calendar year and multiply this amount by two percent (2%). The Licensee must pay, and the City must receive, any Annual Fee that is due before the City will issue any new encroachment permits for additional facilities or equipment in the Public Rights-of-Way or other City-owned property.

4.2.6 In the event Licensee cancels or returns a permit and does not construct or install the System approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual License Fee or may be refunded to Licensee by City.

4.2.7 The Annual License Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous twelve-month period. Any increase in the Annual License Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual License Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous twelve-month period. The City will compute the Adjusted Fee as follows. The following example illustrates calculation of the change factor for a twelve-month period ending in January 2018.

CPI January 2018	258.638
CPI January 2017 (prior year)	250.814
Calculated change in CPI	258.638/250.814
Change in CPI	1.031 (rounded to nearest tenth) = 3.1%

If the BLS ceases publication of the specified CPI, City and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 License to Use City's Freeway Ducts and Conduit. If Licensee wishes to occupy one (1) four-inch (4") conduit owned by the City within the duct bank underneath a freeway located within the City and which City controls, Licensee must pay the City $18,000 per year for the term of this License for this use. Licensee may use the conduit solely to install and operate the System authorized under the terms and conditions of this License. Licensee's payment for use of the duct is due on or before the Effective Date and each annual anniversary thereafter. Licensee's use of the City's Freeway conduit(s) must be reflected in Exhibit A.

4.4 In Kind. This License does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee. This subsection imposes no obligation on the City to agree to offset any fees in this License or in any future License.

4.5 Failure to Pay. Licensee agrees that if it fails to pay the Annual Fee owed to the City by the time prescribed for payment, Licensee must pay interest on the amounts owed, at the rate of one percent (1%) per month.

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4.6 Invoice and Payment Information:

4.6.1 The City will send invoices for fees and charges under this License to Licensee at the following address:

Cablevision Lightpath LLC
Attn: Nat Tafuri, VP of Construction and Operations
1111 Stewart Avenue
Bethpage, NY 11714

Invoicing contact information:
Submit invoices to: nat.tafuri@lighpathfiber.com
Invoicing/Payment Questions: nat.tafuri@lighpathfiber.com

4.6.2 Licensee will send payment to the City under this License made payable to the "City of Chandler" at the following address:

City of Chandler
ATTN: Development Services
Mail Stop 403
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: 480-782-3000
Email: tuf@chandleraz.gov

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth herein above, Licensee must pay those fees and charges for encroachment permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by City and applicable to persons doing work in the Public Rights-of-Way or on City-owned property. Additionally, if the City reasonably requires retaining outside inspectors or other persons to review and inspect Licensee's plans, specifications and construction of the System, Licensee must reimburse the City for its actual and documented costs incurred in connection therewith.

4.9 Letter of Credit or Cash Bond.

4.9.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this License, Licensee must deposit with the City one of the following: (i) an irrevocable letter of credit ("LOC") in the amount of $50,000 ("LOC"); or (ii) a cash bond in the amount of $50,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in Exhibit "B". The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any City department having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee's property. Licensee will not be required to replenish any draw down of the LOC or Bond during the term of this License, unless by mutual written agreement of the Parties.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

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4.9.3 Drawing on Cash Bond. The Bond may be drawn upon by the City by presentation of written notice to Licensee as provided in this License, signed by the City Engineer certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the Bond are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right the City may have.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal, or relocation causes damage to Public Rights of Way or other City-owned property, Licensee at its sole cost and expense must promptly repair and return Public Property in which the System components are located to a safe and satisfactory condition in accordance with applicable laws, with provisions in the City of Chandler Utility Manual and the Maricopa Association of Governments (hereinafter referred to as "MAG") and the City's supplements to MAG, reasonably satisfactory to the City Engineer. If Licensee does not repair the Public Property as just described in a reasonable amount of time, then City shall have the option, upon fifteen (15) days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by the City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by City, Licensee must, within forty-five (45) days, reimburse City for such costs. For any pavement cuts by Licensee, Licensee agrees to restore the pavement and to reimburse the City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the Chandler City Code and the fees established by the City pursuant thereto. Licensee agrees to pay within forty-five (45) days from the date of issuance of an invoice and explanation of costs and fees from City.

SECTION 5. TERM OF LICENSE

The term of this License and duration of the rights, privileges, and authorizations granted hereunder will be for five (5) years from the Effective Date. The term will automatically renew for three (3) additional five-year terms for a total term of twenty (20) years unless either Party provides the other Party with prior written notice of its intent not to renew no less than six (6) months prior to the end of the then current term.

SECTION 6. ACCEPTANCE AND EFFECTIVE DATE

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and Licensee's agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed City's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of City to execute this License, to issue this License and to enforce the terms herein.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its property and activities and must provide insurance and indemnification as follows. Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with Licensee's obligations under this License and Licensee's activities including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this

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License by Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary.

7.2 Minimum Scope and Limits of Insurance. Licensee must provide coverage with limits of liability not less than those stated below.

7.2.1 Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

Licensee is allowed to satisfy the policy limits herein through an Umbrella/Excess policy. The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this License.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the License requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee ".

7.2.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

7.2.4. Pollution Liability:

Per Occurrence	$5,000,000
Annual Aggregate	$5,000,000

(a) The policy must be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee."
(b) The policy must include coverage for: (a) cleanup of sudden or accidental pollution conditions

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arising from the System, as defined in the License; (b) cleanup of new conditions arising from Licensee's operations and use of Public Rights-of-Way or City-owned property under this License and third-party claims for on and off-site bodily injury and property damage.

(c) Licensee warrants that any retroactive date under the policy must precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this License is completed.

7.2.5. Tech E&O, Network Security and Privacy Liability Insurance (Cyber):

Per Loss	$10,000,000
Annual Aggregate	$10,000,000

(a) In the event that the professional liability insurance required by this License is written on a claims-made basis, Licensee warrants that any retroactive date under the policy will precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this License. If such insurance is maintained on an occurrence form basis, Licensee must maintain such insurance for an additional period of one (1) year following termination or expiration of this License. If such insurance is maintained on a claims-made basis, Licensee must maintain such insurance for an additional period of three (3) years following termination or expiration of this Licensee. If Licensee contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Licensee must provide proof of same.

(b) The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

(c) The policy must provide a waiver of subrogation.

7.3 Additional Insurance Requirements. The policies must contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Licensee under this License.

7.4 Notice of Cancellation. Each insurance policy required by the insurance provisions of this License must provide the required coverage and must not be canceled or materially changed except after thirty (30) days prior written notice has been given to the City. Such notice must be sent directly to the addresses listed below and must be sent by mail:

City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

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With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

7.5 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensee from potential insurer insolvency.

7.6 Verification of Coverage. Licensee must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this License. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of this License. All certificates required by this License must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At City's request, Licensee must provide copies of certificates of insurance and all endorsements for all insurance policies required by this License.

7.7 Contractors. Licensee's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Licensee and contractors must name City of Chandler as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

7.8 Approval. Any modification or variation from the insurance requirements in this License must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

7.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working, or claiming through or for Licensee (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless City and all other Additional Insureds for, from, and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or other City-owned property or the rights granted to Licensee with respect to the Public Rights-of-Way or City-owned property or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way or other City-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other City- owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or

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intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public Rights-of-Way or other City-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee must be responsible for all damage to its property and equipment related to this License unless caused by the negligence of the City or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public rights-of-Way or City-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other City-owned property (such as Licensee's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the City by an ordinance or resolution passed by the Chandler City Council, which consent will not be unreasonably withheld, conditioned or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Sublicense Without Consent. The License must not be sublicensed , nor must any of the related rights or privileges be sublicensed pursuant to an assignment, sale or transfer, either in whole or in part, nor must title, either legal or equitable, or any right or property interest pass to or vest in any person other than Licensee, by act of the Licensee or operation of law, without the written consent of City, which consent will not be unreasonably withheld or delayed. Prior to any proposed sublicense as noted above becoming final, Licensee must seek the City's consent which will not be unreasonably withheld, conditioned, or delayed.

8.3 Notice to City. The approval of any change in ownership interest must include an assignment agreement signed by the assignee, Licensee, and City. Licensee must provide City a copy of the deed, license, mortgage, lease, or other written instrument evidencing such sale, transfer, or sublicense, certified, and sworn to as correct by the Licensee. Licensee must notify the City within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that is binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section 8 prohibits a pledge, hypothecation, mortgage, delegation, security interest or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the City for approval. If the lender does continue operation on any basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender must apply to the City for the right to continue assumption of control or to transfer the License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Chandler City Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics Communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

8.6 Assignment and Sublicense Exceptions. Notwithstanding the foregoing, prior consent will not be required for (A) Licensee's provision of services to its customers using the System, or (B) any transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee

determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this License; or (3) to any purchaser of all or substantially all of Licensee's Network Facilities in the City if the purchaser has the resources and ability to fulfill the obligations of this License. Provided that, no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Assignment Description. Prior to executing such assignment described in this Section 8, Licensee and the proposed assignee must submit to the City a description of the nature of the transfer and submit complete information regarding the effect of the assignment and transfer on the direct and indirect ownership and control of the Licensee. Licensee may be required to pay a new application fee of $3,000 to cover the legal, administrative, and other expenses related to every assignment and transfer (other than the sale of publicly traded stock) or to any request for a consent to assign or transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

9.2 Priority Rights. Any and all rights granted to Licensee under this License must be exercised at Licensee's sole cost and expense and are subject to the prior and continuing right of City to use all the Public Rights-of-Way and other City-owned property concurrently, with any other person or persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the Public Rights-of-Way and on other City-owned property. Nothing in this License will be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any City franchise rights.

SECTION 10. PUBLIC SAFETY

10.1 Public Safety Violation. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure to cure a public safety event of default as described in this Section within five (5) business days from the date of notice from the City constitutes a public safety violation by Licensee.

10.2 Public Safety Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed a "Public Safety Event of Default" for Licensee's failure to perform or satisfy the following material obligations:

10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Chandler City Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of an encroachment permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate encroachment permit to perform work on Public Property.

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10.3 City's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, City may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) revoke any or all encroachment permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The City's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the encroachment permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by City or pledged or otherwise obligated to City by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by City, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The City may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Use fee per day	Violation Use Fee Description
$600	Licensee's failure to properly restore Public Property within five (5) business days after notice, or timely perform work within five (5) business days after notice, or to correct related violations of specifications, code, ordinance, or standards within five (5) business days after notice.
$500	Three or more public safety violations by Licensee within 90 consecutive days.
$250	Licensee's failure to make Licensee's books and records available as required by this License or one or more public safety violations by Licensee within 30 consecutive days.

A Violation Use Fee is only intended to remedy inconvenience costs that City suffers because of Licensee's public safety violations. Licensee's payment of Violation Use Fee does not in any way excuse any breach by Licensee of this License or limit in any way City's rights and interests in any other legal or equitable remedy provided by this License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fee does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fee.

10.5 Enforcement of Violation Use Fees: Appeal. The City Manager is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property through Violation Use Fees. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16. If the City determines that Licensee is liable for a Violation Use Fee, the City will

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issue to Licensee a notice of City's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the City's notice or may appeal the notice of violation as provided in Chandler City Code § 1-7.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this License, prosecute such violations as provided in Chandler City Code sec.1-8, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by City to demand any performance required of Licensee under this License, and no acceptance by City of any imperfect or partial performances under this License, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Licensee concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop City (or otherwise impair City's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

10.9 Reimbursement of City's Expenses. Licensee must pay to City within 45 days after City's demand all amounts expended or incurred by City in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from City) together with interest thereon at the rate of 1% per annum from the date expended or incurred by City.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such System or property has been installed in any Public Rights-of-Way or other City-owned property without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the City, begin removal of the System and related appurtenances from the Public Rights-of-Way and other City-owned property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and other City-owned property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other City-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other City-owned property without the consent of the City 180 days after the revocation of the License will be at the option of the City considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

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SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the City may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in C.C.C. chapter 46 and subject to these terms and conditions, this License may, after City Council consideration, be revoked, altered, or suspended by the City as the City deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If City incurs any liability, obligation, damage, cost, expense, or other claim of any description for which is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the City, unless Licensee gives prompt statement or notice to City of Licensee's commitment to indemnify, defend, and hold City harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the City harmless; and (ix) Licensee is found liable under Section 10 for five (5) public safety violations within a period of twelve (12) consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee is provided additional time (when compared to Section 10) to cure these events of default. If any of the foregoing events in Section "12.1" occur, Licensee must cure the default within 60 days after receipt of notice from the City. Licensee will be held in material breach under this Section "12": (i) if Licensee fails to cure the license event of default listed in Section "12.1" within 60 days after notice from the City; or (ii) if a license event of a default listed in Section "12.1" cannot be cured within 60 days after notice from the City and Licensee fails to begin and diligently pursue to cure the default.

12.3 City Determination; City Council Consideration. If Licensee is held in material breach as provided in Section "12.2", the City will notify Licensee as provided in Section 14.16 of the City's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License. As part of this determination, the City will state the principal reasons that support the City's determination. Licensee may appeal the City's determination as provided in Chandler City Code sec.1-7 within (10) ten business days from the date of the determination. If Licensee fails to timely appeal the City's determination or if Licensee's appeal fails, the City may proceed to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License by presenting this matter to the Chandler City Council for consideration at the Council's next regularly scheduled Council meeting. The City will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Licensee as provided in Section 14.16. The written statement of proposed action must include the date and time of the City Council meeting and the principal reasons for the proposed action. The City Council may take any final action the Council deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the City's proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the City may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other City-owned property and restore the Public Rights-of-Way and other City-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Licensee. At the City's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other City-owned property must be restored to a condition as existed before the removal of the structures or property.

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SECTION 13. EFFECT OF EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter good-faith negotiations with the City or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of-Way and other City-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other City-owned property after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the City upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the City.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the City Manager has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the City.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 et seq.).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of Licensee's System on private property.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Reserved.

14.8 Non-Enforcement by the City. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the City's failure to insist upon or to seek compliance with any term and condition.

14.9 License Documents. Licensee must submit to the City the letter of credit or Cash Bond and insurance certificates as required by the License within 90 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's period to comply is extended by the Council.

14.10 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License, or any permit issued under this License survive termination or revocation of this License.

14.11 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses, generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the City in writing as provided in Section 14.16.

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14.12 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the City under A.R.S. § 38-511.

14.13 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council, or any employee of the City has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the City has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Independent Contractor. Any provision in this License that may appear to give the City the right to direct Licensee or Licensee the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.15 Jurisdiction; Governing Law; Venue. As a condition of the grant of this License, Licensee acknowledges and accepts that Licensee is subject to personal and subject matter jurisdiction of Arizona state courts. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in a court located in Maricopa County, Arizona.

14.16 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this License must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To Licensee:	Cablevision Lightpath LLC Attn: Nat Tafuri, VP of Construction and Operations 1111 Stewart Avenue Bethpage, NY 11714
With a copy to:	Cablevision Lightpath LLC Attn: Legal Department 1111 Stewart Avenue Bethpage, NY 11714
To the City:	City of Chandler Attention: Development Services Department P.O. Box 4008, Mail Stop 405 Chandler, Arizona 85244-4008 Phone: (480) 782-3000 Email: tuf@chandleraz.gov
With a copy to:	Office of the City Attorney 175 South Arizona Avenue P.O. Box 4008 Mail Stop 602 Chandler, Arizona 85244-4008 Phone: (480) 782-4640 Fax: (480) 782-4652 Email: legal.notices@chandleraz.gov

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

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14.17 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.18 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Licensee with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A – Service Area
Exhibit B – Form Letter of Credit

14.19 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

14.20 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.21 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this License is valid and enforceable to the fullest extent permitted by law.

14.22 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.23 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the City, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such

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notice.

14.24 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to City staff of any City department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.25 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor 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 this License and may be subject to penalties up to and including revocation of the License. City retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

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

14.27 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's signature must be acknowledged by Licensee before a notary public.

14.28 Data Confidentiality and Data Security. As used in this License, 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 Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, the Parties must not divulge data to any third party without the other Party's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the receiving Party prior to the Effective Date; or (ii) data which was acquired by the receiving Party in its performance under this License and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Parties are subject. Each Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the other Party if any of the provisions of this Section are violated by the receiving Party, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

14.29 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 always protected by Licensee. At a minimum, Licensee must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must immediately notify the City contact. Licensee agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.30 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director or Water Services Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an

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immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the City of the public emergency and the action taken by the City as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

14.31 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the License or proof of membership must be filed with the City.

14.32 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the City including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Maricopa County, Arizona.

14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the Effective Date.

CITY OF CHANDLER, an Arizona municipal corporation

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

CABLEVISION LIGHTPATH LLC a Delaware limited liability company

DocuSigned by:
By: Massimo Cardarelli
BB6111309D084CC...
Massimo Cardarelli
Name of Authorized Signer

Title: SVP Operations

ATTEST: DocuSigned by: Erin Linitz
1B26E1B5AA2E40C...

Erin Linitz Contract Analyst
Name and Title

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EXHIBIT A
SERVICE AREA

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EXHIBIT B
STANDARDS FOR LETTER OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this License, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
1.2 The Letter of Credit is payable to City upon presentation of City's draft.
1.3 City may make partial draws upon the Letter of Credit.
1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.
1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.
1.7 The Letter of Credit is valid until a specified date.
1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.
2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.
3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.
3.3 The issuer shall have a net worth of not less than $1 billion.

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FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

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[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]
_____
Authorized Signature

_____ [bank name] _____, a _____

By _____ [bank officer's signature] _____

_____ [bank officer's name printed] _____

Its _____ [bank officer's title] _____

Phone: ___ [bank officer's phone number] _____

Docusign Envelope ID: 5358D20E-F55A-41DD-9AD3-AA2730DDC6FA

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS24-017

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
Ryan Peters, Strategic Initiatives Director
Louis Kneip, Development Engineering Manager
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5844, Authorizing an Amended and Restated License Agreement between Crown Castle Fiber, LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Telecommunications Systems

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5844, authorizing the Mayor to execute the amended and restated license agreement between Crown Castle Fiber, LLC, and the City of Chandler for the use of facilities in the city's rights-of-way and public places to establish Class 4 and Class 5 Telecommunications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Crown Castle Fiber has filed an application with the city to renew, with modified terms, its license to install, operate and maintain an underground communications system that may provide both Class 4 telecommunications services (lit fiber/active services) and Class 5 non-telecommunications services (dark fiber/internet services). The agreement provides terms for both services and is similar to agreements the city has with other providers.

As part of the modified terms of this renewal agreement, the city has received payment satisfying Crown Castle Fiber's outstanding balance for work completed under the existing agreement. The city and Crown Castle Fiber have additionally

agreed to conduct a pilot project allowing the installation and evaluation of Crown Castle's "rapid connect" microtrenching construction method, subject to city oversight for constructability, safety, and aesthetics.

This item is for a five-year nonexclusive agreement. Crown Castle Fiber has been a provider of fiber services in Chandler since 2020 and seeks to expand its network in coming years, which may include providing fiber connections within the term of this agreement.

Financial Implications:

The city has waived the $3,000 application fee to cover the city's cost for the processing of this application, as part of the modified terms. A transaction privilege tax of 2.75% will be paid on any non-interstate telecommunications services (Class 4). Fiber that is not exempted by federal or state law and is used for non-telecommunications services (Class 5) is subject to an annual $2.65 per linear foot fee as prescribed by the City's Fee Schedule or 2% of Crown Castle Fiber's gross revenues for services provided within the City of Chandler, whichever is less. The company will also pay permit, inspection and pavement damage fees.

Attachments

Resolution No. 5844 and Agreement for Use of Public Property

RESOLUTION NO. 5844

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN AMENDED AND RESTATED LICENSE TO CROWN CASTLE FIBER, LLC TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, AND USE THE PUBLIC RIGHTS OF WAY WITHIN THE CITY TO PROVIDE TELECOMMUNICATIONS SERVICES (CLASS 4) LICENSE AND FIBER OPTIC CABLE, INTERSTATE SERVICES, AND OTHER COMMUNICATION FACILITIES (COLLECTIVELY "INTERSTATE TELECOMMUNICATION SERVICES") (CLASS 5) LICENSE; AND FURTHER APPROVING A PILOT STUDY AGREEMENT WITH CROWN CASTLE FIBER, LLC RELATED TO CROWN CASTLE'S RAPID CONNECT TECHNOLOGY.

WHEREAS the City of Chandler believes that it is in the City's best interest to issue a license agreement for such purpose.

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

Section 1. Approving the Amended and Restated City of Chandler Telecommunication Services (Class 4) and Interstate Telecommunication Services (Class 5) License Issued to Crown Castle Fiber, LLC ("Amended and Restated License") in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Approving a pilot study agreement between the City of Chandler and Crown Castle Fiber, LLC related to Crown Castle's rapid connect technology as applied to a maximum 10,000 linear feet of public right of way at mutually agreed to location(s) and for a term of three years (the "Pilot Study Agreement"). The Pilot Study Agreement may include such other terms and conditions to carry out the purpose of the pilot study and may be amended or extended in writing as agreed to by the parties.

Section 3. Authorizing the Mayor of the City of Chandler to execute the Amended and Restated License on behalf of the City of Chandler, and further authorizing the City Manager or City Manager's designee to execute the Pilot Study Agreement.

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. 5844 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

EXHIBIT “A”

AMENDED AND RESTATED CITY OF CHANDLER TELECOMMUNICATION SERVICES (CLASS 4) AND INTERSTATE TELECOMMUNICATION SERVICES (CLASS 5) LICENSE ISSUED TO CROWN CASTLE FIBER, LLC

City of Chandler Document No. _____
City Council Meeting Date: _____

THIS AMENDED AND RESTATED LICENSE ("License") is issued by the City of Chandler, an Arizona municipal corporation ("City" or "Licensor") to Crown Castle Fiber LLC, a New York limited liability company ("Crown Castle" or "Licensee"). (The City and Crown Castle are each a "Party" and collectively the "Parties") effective _____ ("Effective Date").

RECITALS

A. On April 29, 2020, City and Crown Castle entered City of Chandler Telecommunication Services (Class 4) and Interstate Telecommunication Services (Class 5) License Agreement No. A-2020-540 ("Original Agreement"). On April 9, 2024, City sent Crown Castle an invoice for annual fees due and owing, and later sent a revised invoice for annual fees due and owing for calendar years 2021, 2022, and 2023. On July 18, 2024, the City issued a notice of default to Crown Castle for Crown Castle's failure to timely pay annual fees.

B. Without either Party admitting liability or waiving any rights, Crown Castle paid and the City received the amount of $258,207.43 to resolve outstanding annual fees due and owing under the Original Agreement up to and through calendar year 2023. With Crown Castle's payment, the City no longer holds Crown Castle in default and deems Crown Castle in good standing under the Original Agreement.

C. As additional consideration to resolve all outstanding matters between the Parties, the Parties agree to concurrently enter an agreement for a pilot study to review Crown Castle's "rapid connect" microtrenching technology as applied to mutually agreed to location(s) within the City ("Pilot Study Agreement"). The pilot study location(s) will not exceed 10,000 linear feet. The purpose of the pilot study is to review and determine the costs, benefits, burdens, and other effects of the following when compared to Effective Date conditions: (i) public health, safety, welfare, and aesthetics; (ii) right of way administration, operation, and maintenance; and (iii) significantly increased and more robust broadband width, speed, and telecommunication services coverage caused by, arising from, or the direct result of Crown Castle's rapid connect technology. The pilot study will begin 30 days after the Effective Date and will expire on the first to occur: (iv) three years after the Effective Date, (v) this License is terminated or expires; (vi) a Party's default or material breach of this License; or (vii) a mutually agreed date. The Pilot Study Agreement will include mutually agreed to technical details and specifications for the rapid connect microtrenching technology. The pilot study will be conducted at Crown Castle's own risk and in no way guarantees Crown Castle's ability to continue to use rapid connect technology in the study location(s) or expand rapid connect technology to other parts of the City after the initial three-year pilot study period. The Parties may, however, mutually agree in writing to extend, amend, terminate, or renew the pilot study.

D. Beginning with the annual fees for 2024 and continuing until the License term expires or is terminated, and as additional consideration to resolve all outstanding matters between the Parties, the Parties seek to amend and restate the Original Agreement to permit Crown Castle to pay annual fees for use of the Public Rights of Way (defined hereinafter) in the amount of per linear feet of Crown Castle's System (defined hereinafter) located in the Public Rights of Way or 2% of Gross Revenue (defined hereinafter), whichever is less.

E. By the authority conferred by A.R.S. §§ 9-581-583, the Chandler City Charter, and Chandler City Code Chapter 46, the City is authorized to grant this License; and

F. The City Council has authorized the Mayor or his designee to execute an amended and restated license with Crown Castle Fiber LLC to construct, install, operate, maintain, and use a System in, along, under, over, and across certain Public Rights-of-Way within the City or on other City-owned property to provide Telecommunications Services and Interstate Telecommunications Services as appropriate.

LICENSE

NOW, THEREFORE, City hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. The terms, phrases, words, and their derivatives used in this License have the meanings given in Chapter 46 of the Chandler City Code as amended. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes, the Chandler City Code, and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) Chandler City Code; (3) this License. Additional definitions for this License include:

“ACC" means the Arizona Corporation Commission.

“A.R.S." means Arizona Revised Statutes, as amended.

"Cable Services", "Cable System", “Video Services”, and “Video Services Network” have the same meaning as defined in Chapter 46 of the Chandler City Code.

“City” means the City of Chandler, Arizona.

"City Council" means the Council of the City of Chandler.

"Commercial Mobile Radio Services" means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code § 157.

“Day” means calendar day unless noted otherwise.

“Encroachment Permit” means the nonexclusive permission granted by the City to Licensee within the Public Rights-of-Way for the specific location of Licensee’s System and includes fees (if any) for the specific location, and other terms and conditions in accordance with the City Code, applicable Rights-of-Way construction regulations, and other applicable law.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Gross Revenue" means: (i) all cash, credits, property of any kind or nature or other consideration that is received directly or indirectly by Licensee, its affiliates, or any person, firm, or corporation in which Licensee has a financial interest or that has a financial interest in Licensee and that is derived from Licensee’s operation of its System to provide Telecommunication Services in the Service Area; and (ii) includes all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunication Services and any other receipts from subscribers derived from Licensee’s operation of the System to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental

of equipment to provide Telecommunications Services, late charges, interest and sale of program guides; and (iii) the use or lease, in whole or in part, of Licensee's System located in Public Right-of-Way. Gross Revenue does not include: (i) any revenue not received by Licensee, even if billed, such as bad debt net of any recoveries of bad debt or any refunds, credits, allowances or discounts to subscribers to the extent that the refund, rebate, credit, allowance or discount is attributed to Telecommunication Services; and (ii), license fees, taxes or other fees or charges that Licensee collects and pays to any governmental authority; and (iii) any increase in the value of any stock, security or asset, or any dividends or other distributions made from any stock or securities.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Interstate Telecommunications Services" means a telecommunications corporation that places underground or above ground facilities in the Public Rights-of-Way.

"License" means this non-exclusive authorization granted by the City to construct, operate, maintain, reconstruct, repair, and remove the System.

"Licensee" means Crown Castle Fiber LLC to which this License is granted.

"Licensor" means the City of Chandler, Arizona, a municipal corporation of the State of Arizona as represented by the City Council and acting through the City Manager or the City Manager's designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Provider" means a broadband internet access service provider that constructs, installs, operates, or maintains communications facilities in the Public Rights-of-Way.

"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the City's corporate boundaries.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the City on other City-owned property, and which are used to provide Telecommunication Services and Interstate Telecommunication Services.

"Telecommunications" has the same meaning as defined in A.R.S. § 9-581(4), as amended.

"Telecommunications Corporation" has the same meaning as defined in A.R.S. § 9-581(5), as amended.

"Telecommunications Services" has the same meaning as defined in A.R.S. § 9-581(6), as amended.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Chandler City Charter, the Chandler City Code, and Arizona and federal law, the City grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights-of-Way and on other City-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the City for encroachment permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. The City may approve, deny, or conditionally approve Licensee's encroachment permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in

accordance with the City Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, this License also authorizes Licensee to place its System on property owned by third parties, such as an electric utility company or other private property owners. Provided; however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way Construction regulations and is installed underground in accordance with applicable law including Section 47-4 of the Chandler City Code. Upon request from the City, Licensee must promptly furnish to the City documentation of the third party's permission. By executing this License, the City does not waive any rights that City may have against any public utility or other third party to require such owners to obtain the City's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the City. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure, and which results in no aerial overlash of existing infrastructure.

2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the City until Licensee has applied for and received approval for an encroachment permit under Chapter 46 of the Chandler City Code. Additionally, Licensee must comply with all other provisions of the Chandler City Code including, but not limited to, Chapter 35 related to zoning, Chapter 47 related to off-site construction, and other applicable City regulations. Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other City-owned property is subordinate to any City prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements. Provided; however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

2.1.4 Nothing in this License will be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining the City's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the City, to remove, relocate, or abandon in place Licensee's System to accommodate the City's projects and activities. The City will not be liable for Licensee's lost revenues, however caused, due to any City activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of City facilities and any other lawful project or activity in the Public Rights-of-Way. Provided; however, the City's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

2.2.1 Licensee uses its System to provide Communication Services. Licensee represents and warrants that Licensee does not provide services that are considered multichannel video programming services, video services provided by an open video system, cable television, or video services.

2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under this License until Licensee receives the proper authorization; (ii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to City as provided in this License within 30 days of receipt; and (iii) Licensee will indemnify, defend, save, and hold harmless the City as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.

2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit and dark fiber within the

Public Rights-of-Way or on other City-owned property.

2.2.4 Licensee must obtain the proper and necessary encroachment permit before Licensee begins any work or construction in the Public Rights-of-Way or on other City-owned property.

2.2.5 Unless otherwise required by applicable law, Licensee's must install and construct Licensee's System underground by trenching or boring conduit along with surface mounted hand holes for access to the fiber for splicing. This license permits Licensee's construction of its System within the Public Rights-of-Way or on other City-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Chandler residents other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the City for approval, which approval the City will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG Specs"), the City supplements to MAG Specs, all lawful and reasonable requirements of the City Utility Manual and must follow and comply with industry best practices and standards. As required by City specifications, all of Licensee's conduits must be placed outside of the Public Rights-of-Way or on other City-owned property wherever and whenever possible except as otherwise allowed by Microtrenching (defined below) standards approved by the City. Provided; however, Licensee must build the System in accordance with plans approved by the City.

2.2.6 Any changes to the System must be approved in writing by the City Engineer's designee, which approval will not be unreasonably withheld or delayed.

2.2.7 Licensee shall retain an independent testing company, approved by City in its reasonable discretion without undue condition or delay, to test all materials that will be used to remediate City and third-party facilities, and which are subject to materials testing pursuant to MAG Specs and the City supplements to MAG Specs. All testing results must be sent to the City within 3 business days of Licensee's possession or knowledge of the results.

2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located underground and in conduit as reasonably approved by the City Engineer. Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.2.9 Licensee must install the System according to City approved details, standards, and requirements. Licensee may install portions of the System in trenches that are shallower or narrower than the City's preferred standards in areas of the City as allowed by the City Engineer and if Licensee's installation complies with City-approved microtrenching details, standards, and requirements (collectively "Microtrenching"). Licensee acknowledges, accepts, and agrees that the City will not be liable for any damage or harm caused by the City, its employees, officers, officials, agents, representatives, and contractors to any portion of Licensee's System installed using Microtrenching.

2.3 Location of the System.

2.3.1 At the time of proposed construction, Licensee must submit an encroachment permit application(s) together with the details, plans, and specifications for the City's review and approval, and pay all applicable application, review, and inspection fees before all construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of all the System. The proposed locations of Licensee's planned

installation of its System including related facilities or equipment is depicted on the map attached and made a part of this License as Exhibit A ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the City as part of the encroachment permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.5. Proposed locations of the System that are part of any encroachment permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit A and must be updated at the time of License renewal or amendment.

2.3.2 Although the exact placement and location of Licensee's System will be determined by the City through the Encroachment Permit process, Licensee has expressed its intent and the City has expressed its desire to have the System installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect City streets or be placed under paved areas, Licensee must use directional boring unless a deviation is authorized by the City Engineer.

2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial encroachment permit application(s), Licensee must submit revised plans to apply for and obtain approval for an amendment to the encroachment permit, prior to installation and construction of the facilities or equipment.

2.4 Original Agreement Amended and Restated, Incorporation of Recitals. The Original Agreement, as amended, and the recitals are hereby incorporated into, made a part of, and amended and restated as set forth in this License.

SECTION 3. SCOPE

3.1 Licensing Requirements. This License satisfies the licensing requirements of, and is in accordance with, the provisions of Chapter 46 of the Chandler City Code.

3.2 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to lease to or contract with others for use of all or part of the System, except to aerial overlash, attach to poles and/or store aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell dark fibers, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the City to use the Public Rights-of-Way and on other City-owned property. Under this section, Licensee must first provide written notice to the City of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement as provided in A.R.S. § 9-583(D). In the event the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the City for use of the Public Rights-of-Way.

3.2.1 Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2.2 Licensee may enter into agreements with third-party Communications Corporations in the ordinary course of business for the resale of Communications Services. Such Agreements ("User Contracts") are subject to all requirements and provisions of this License.

3.3 Co-location. Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the City Engineer.

3.4 Compliance with Laws.

3.4.1 Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Chandler City Code, the Chandler Charter, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as

a condition precedent to exercising any rights granted by this License. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4.2 To the extent that Licensee uses the Public Rights-of-Way or other City-owned property to provide services other than intrastate calls through System, the use of the Public Rights-of-Way or other City-owned property is subject to the terms and conditions of this License and any applicable permits and laws.

3.5 Reports.

3.5.1 Upon request, Licensee will provide to City copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction into any matters that directly affect this License.

3.5.2 In addition to the reports required in Section 4.2.3 of this License, upon City's request, Licensee will provide City with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.6 Non-Interference.

3.6.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other City-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Chandler Utility Manual. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the City and furnish them to City within sixty (60) days of installation. Licensee must furnish such information in an electronic format compatible with the then current City electronic format.

3.6.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other City-owned Property as may be necessary to facilitate any public purpose or any City project or activity whenever directed to do so by City in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from City including the City's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and encroachment permit. Licensee must reimburse the City for any direct or indirect damages incurred by the City because of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, willful misconduct, or undue delay.

3.6.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repair of any portion of its System in the Public Rights-of-Way and on other City-owned property. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the City for such repairs. Licensee will notify City, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY AND OTHER CITY-OWNED PROPERTY

Licensee will be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this License, including those set forth below.

4.1 Application Fee. Not applicable.

4.2 Annual Fee. Licensee must pay an annual fee to use the Public Rights-of-Way and other City-owned property under the terms and conditions of this License and as calculated under this section (collectively "Annual Fee").

4.2.1 The City will assess, and Licensee must pay, any Annual Fee in accordance with A.R.S. §§ 9-582-583. Licensee bears the burden to show Licensee's payment of any Annual Fee is not required under A.R.S. §§ 9-582-583. Licensee must pay all taxes on intrastate telecommunications services as provided by applicable law and Licensee must pay any Annual Fee as provided in this License for the portions of Licensee's System that are not excluded under A.R.S. §§ 9-582-583.

4.2.2 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use. City may, but is not obliged to, accept in-kind consideration in lieu of the Annual Fee if offered by Licensee.

4.2.3 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

4.2.4 If Licensee places empty conduit in the Public Rights-of-Way or on other City-owned property for services other than those listed in Section 4.2.1, Licensee must pay the lesser amount of: (i) $2.65 (for calendar year 2024) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

4.2.5 On or before March 31 of each calendar year, Licensee will report to the City the amount of linear feet of trench, if any, or the amount of Gross Revenue, if any, subject to the Annual Fee for the prior calendar year under Sections 4.2.2, 4.2.3, or 4.2.4 permitted and installed in the Public Rights-of-Way or on other City-owned property. The Annual Fee for the coming year is part of the annual fee schedule adopted by the City Council. If the Annual Fee is based on the amount of linear feet of trench located in Public Rights-of-Way or on City-owned property, the Annual Fee is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.7 for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way or on other City-owned property. If the Annual Fee is based on Gross Revenue, Licensee will report the amount of Gross Revenue generated during the prior calendar year and multiply this amount by two percent (2%). The Licensee must pay, and the City must receive, any Annual Fee that is due before the City will issue any new encroachment permits for additional facilities or equipment in the Public Rights-of-Way or other City-owned property.

4.2.6 In the event Licensee cancels or returns a permit and does not construct or install the System approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual License Fee or may be refunded to Licensee by City.

4.2.7 The Annual License Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous twelve-month period. Any increase in the Annual License Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual License Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous twelve-month period. The City will compute the Adjusted Fee as follows. The following example illustrates calculation of the change

factor for a twelve-month period ending in January 2018.

CPI January 2018	258.638
CPI January 2017 (prior year)	250.814
Calculated change in CPI	258.638/250.814
Change in CPI	1.031 (rounded to nearest tenth) = 3.1%

If the BLS ceases publication of the specified CPI, City and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 License to Use City's Freeway Ducts and Conduit. If Licensee wishes to occupy one (1) four-inch (4") conduit owned by the City within the duct bank underneath a freeway located within the City and which City controls, Licensee must pay the City $18,000 per year for the term of this License for this use. Licensee may use the conduit solely to install and operate the System authorized under the terms and conditions of this License. Licensee's payment for use of the duct is due on or before the Effective Date and each annual anniversary thereafter. Licensee's use of the City's Freeway conduit(s) must be reflected in Exhibit A.

4.4 In Kind. This License does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee. This subsection imposes no obligation on the City to agree to offset any fees in this License or in any future License.

4.5 Failure to Pay. Licensee agrees that if it fails to pay the Annual Fee owed to the City by the time prescribed for payment, Licensee must pay interest on the amounts owed, at the rate of one percent (1%) per month.

4.6 Invoice and Payment Information:

4.6.1 The City will send invoices for fees and charges under this License to Licensee at the following address:

Address: 2055 S Stearman Drive,
Chandler, AZ 85286
Attn: Charles Thomas
Phone: (877) 486-9377
Email: Charles.Thomas@crowncastle.com
with a copy to:
Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Contracts Management

4.6.2 Licensee will send payment to the City under this License made payable to the "City of Chandler" at the following address:

City of Chandler
ATTN: Development Services
Mail Stop 403
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: 480-782-3000
Email: tuf@chandleraz.gov

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth herein above, Licensee must pay those fees and charges for encroachment permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by City and applicable to persons doing work in the Public Rights-of-Way or on City-owned property. Additionally, if the City reasonably requires retaining outside inspectors or other persons to review and inspect Licensee's plans, specifications and construction of the System, Licensee must reimburse the City for its actual and documented costs incurred in connection therewith.

4.9 Letter of Credit or Cash Bond.

4.9.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this License, Licensee must deposit with the City one of the following: (i) an irrevocable letter of credit ("LOC") in the amount of $50,000 ("LOC"); or (ii) a cash bond in the amount of $50,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in Exhibit "B". The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any City department having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee's property. Licensee will be required to replenish any draw down of the LOC or Bond within thirty (30) days of notice by City, unless by mutual written agreement of the Parties.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

4.9.3 Drawing on Cash Bond. The Bond may be drawn upon by the City by presentation of written notice to Licensee as provided in this License, signed by the City Engineer certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the Bond are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right the City may have.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal, or relocation causes damage to Public Rights of Way or other City-owned property, Licensee at its sole cost and expense must promptly repair and return Public Property in which the System components are located to a safe and satisfactory condition in accordance with applicable laws, with provisions in the City of Chandler Utility Manual and the Maricopa Association of Governments (hereinafter referred to as "MAG") and the City's supplements to MAG, reasonably satisfactory to the City Engineer. If Licensee does not repair the Public Property as just described in a reasonable amount of time, then City shall have the option, upon fifteen (15) days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by the City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by City, Licensee must, within forty-five (45) days, reimburse City for such costs. For any pavement cuts by Licensee, Licensee agrees to restore the pavement and to reimburse the City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the Chandler City Code and the fees established by the City pursuant thereto. Licensee agrees to pay within forty-five (45) days from the date of issuance of an invoice and explanation of costs and fees from City.

SECTION 5. TERM OF LICENSE

The term of this License and duration of the rights, privileges, and authorizations granted hereunder will be for five (5) years from the Effective Date. The term will automatically renew for three (3) additional five-year terms for a total term of twenty (20) years unless either Party provides the other Party with prior written notice of its intent not to renew no less than six (6) months prior to the end of the then current term.

SECTION 6. ACCEPTANCE AND EFFECTIVE DATE

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and Licensee's agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed City's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of City to execute this License, to issue this License and to enforce the terms herein.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its property and activities and must provide insurance and indemnification as follows. Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with Licensee's obligations under this License and Licensee's activities including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this License by Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary.

7.2 Minimum Scope and Limits of Insurance: Licensee must provide coverage with limits of liability not less than those stated below.

7.2.1 Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an “MCS-90” endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee ".

7.2.3 Worker’s Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

7.2.4. Pollution Liability:

Per Occurrence	$5,000,000
Annual Aggregate	$5,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee."

The policy must include coverage for: (a) cleanup of sudden or accidental pollution conditions arising from the System, as defined in the License; (b) cleanup of new conditions arising from Licensee’s operations and use of Public Rights-of-Way or City-owned property under this License and third-party claims for on and off-site bodily injury and property damage.

Licensee warrants that any retroactive date under the policy must precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this License is completed.

7.2.5. Tech E&O, Network Security and Privacy Liability Insurance (Cyber):

Per Loss	$10,000,000
Annual Aggregate	$10,000,000

(a) In the event that the professional liability insurance required by this License is written on a claims-made basis, Licensee warrants that any retroactive date under the policy will precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this License. If such insurance is maintained on an occurrence form basis, Licensee must maintain such insurance for an additional period of one (1) year following termination or expiration of this License. If such insurance is maintained on a claims-made basis, Licensee must maintain such insurance for an additional period of three (3) years following termination or expiration of this Licensee. If Licensee contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Licensee must provide proof of same.
(b) The insurance must provide coverage for the following risks: (i) Liability arising from theft,

dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

(c) The policy must provide a waiver of subrogation.

7.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Licensee under this License.

7.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this License must provide the required coverage and must not be canceled or materially changed except after thirty (30) days prior written notice has been given to the City. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to:

Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

7.5 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensee from potential insurer insolvency.

7.6 Verification of Coverage: Licensee must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this License. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of this License. All certificates required by this License must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At City's request, Licensee must make certified copies of all insurance policies required by this Licensee available for City's review through a representative and at a location within Maricopa County, Arizona designated by Licensee.

7.7 Contractors: Licensee's certificate(s) must include all contractors as additional insureds under its policies

or contractors must maintain separate insurance as determined by Licensee and contractors must name City of Chandler as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

7.8 Approval: Any modification or variation from the insurance requirements in this License must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

7.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working, or claiming through or for Licensee (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless City and all other Additional Insureds for, from, and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or other City-owned property or the rights granted to Licensee with respect to the Public Rights-of-Way or City-owned property or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way or other City-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other City-owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public Rights-of-Way or other City-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee must be responsible for all damage to its property and equipment related to this License unless caused by the negligence of the City or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public rights-of-Way or City-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other City-owned property (such as Licensee's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the City by an ordinance or resolution passed by the Chandler City Council, which consent will not be unreasonably withheld or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Lease Without Consent. The License must not be sublet or assigned, nor must any of the related rights or privileges be leased, assigned, sold, or transferred, either in whole or in part, nor must title, either legal or equitable, or any right, or property interest pass to or vest in any person other than Licensee, by act of the Licensee or operation of law, without the written consent of City, which consent will not be unreasonably withheld or delayed. Prior to any

proposed assignment becoming final, Licensee must seek the City's consent.

8.3 Notice to City. The approval of any change in ownership interest must include an assignment agreement signed by the assignee, Licensee, and City. Licensee must provide City a copy of the deed, license, mortgage, lease, or other written instrument evidencing such sale, transfer, or lease, certified, and sworn to as correct by the Licensee. Licensee must notify the City within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that is binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section prohibits a pledge, hypothecation, mortgage, or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the City for approval. If the lender does continue operation on any basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender must apply to the City for the right to continue assumption of control or to transfer the License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Chandler City Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics Communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

8.6 Assignment Exceptions. Notwithstanding the foregoing, prior consent will not be required for transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or (3) to any purchaser of all or substantially all of Licensee's Network Facilities in City if the purchaser has the resources and ability to fulfill the obligations of this Agreement. Provided that, no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Transfer Description. Prior to executing such transfer described in this Section, Licensee and the proposed transferee must submit to the City a description of the nature of the transfer and submit complete information regarding the effect of the transfer on the direct and indirect ownership and control of the Licensee. Licensee may be required to pay a new application fee of $3,000 to cover the legal, administrative, and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

9.2 Priority Rights. Any and all rights granted to Licensee under this License must be exercised at Licensee's sole cost and expense and are subject to the prior and continuing right of City to use all the Public Rights-of-Way and other City-owned property concurrently, with any other person or persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the Public Rights-of-Way and on other City-owned property. Nothing in this License will be construed to grant, convey, create, or vest a

perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any City franchise rights.

SECTION 10. PUBLIC SAFETY

10.1 Public Safety Violation. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure to cure a public safety event of default as described in this Section within five (5) business days from the date of notice from the City constitutes a public safety violation by Licensee.

10.2 Public Safety Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed a "Public Safety Event of Default" for Licensee's failure to perform or satisfy the following material obligations:

10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Chandler City Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of an encroachment permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate encroachment permit to perform work on Public Property.

10.3 City's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, City may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) revoke any or all encroachment permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The City's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the encroachment permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by City or pledged or otherwise obligated to City by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by City, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The City may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Use fee per day	Violation Use Fee Description
$600	Licensee's failure to properly restore Public Property within five (5) business days after notice, or timely perform work within five (5) business days after notice, or to correct related violations of specifications, code, ordinance, or standards within five (5) business days after notice.
$500	Three or more public safety violations by Licensee within 90 consecutive days.
$250	Licensee's failure to make Licensee's books and records available as required by this License or one or more public safety violations by Licensee within 30 consecutive days.

A Violation Use Fee is only intended to remedy inconvenience costs that City suffers because of Licensee's public safety violations. Licensee's payment of Violation Use Fee does not in any way excuse any breach by Licensee of this License or limit in any way City's rights and interests in any other legal or equitable remedy provided by this License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fee does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fee.

10.5 Enforcement of Violation Use Fees: Appeal. The City Manager is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property through Violation Use Fees. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16. If the City determines that Licensee is liable for a Violation Use Fee, the City will issue to Licensee a notice of City's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the City's notice or may appeal the notice of violation as provided in Chandler City Code § 1-7.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this License, prosecute such violations as provided in Chandler City Code sec.1-8, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by City to demand any performance required of Licensee under this License, and no acceptance by City of any imperfect or partial performances under this License, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Licensee concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop City (or otherwise impair City's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any

waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

10.9 Reimbursement of City's Expenses. Licensee must pay to City within 45 days after City's demand all amounts expended or incurred by City in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from City) together with interest thereon at the rate of 1% per annum from the date expended or incurred by City.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such System or property has been installed in any Public Rights-of-Way or other City-owned property without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the City, begin removal of the System and related appurtenances from the Public Rights-of-Way and other City-owned property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and other City-owned property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other City-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other City-owned property without the consent of the City 180 days after the revocation of the License will be at the option of the City considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the City may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in C.C.C. chapter 46 and subject to these terms and conditions, this License may, after City Council consideration, be revoked, altered, or suspended by the City as the City deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If City incurs any liability, obligation, damage, cost, expense, or other claim of any description for which is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the City, unless Licensee gives prompt statement or notice to City of Licensee's commitment to indemnify, defend, and hold City harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the City harmless; and (ix) Licensee is found liable under Section 10 for five (5) public safety violations within a period of twelve (12) consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee

is provided additional time (when compared to Section 10) to cure these events of default. If any of the foregoing events in Section "12.1" occur, Licensee must cure the default within 60 days after receipt of notice from the City. Licensee will be held in material breach under this Section "12": (i) if Licensee fails to cure the license event of default listed in Section "12.1" within 60 days after notice from the City; or (ii) if a license event of a default listed in Section "12.1" cannot be cured within 60 days after notice from the City and Licensee fails to begin and diligently pursue to cure the default.

12.3 City Determination; City Council Consideration. If Licensee is held in material breach as provided in Section "12.2", the City will notify Licensee as provided in Section 14.16 of the City's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License. As part of this determination, the City will state the principal reasons that support the City's determination. Licensee may appeal the City's determination as provided in Chandler City Code sec.1-7 within (10) ten business days from the date of the determination. If Licensee fails to timely appeal the City's determination or if Licensee's appeal fails, the City may proceed to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this Agreement by presenting this matter to the Chandler City Council for consideration at the Council's next regularly scheduled Council meeting. The City will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Licensee as provided in Section 14.16. The written statement of proposed action must include the date and time of the City Council meeting and the principal reasons for the proposed action. The City Council may take any final action the Council deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the City's proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the City may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other City-owned property and restore the Public Rights-of-Way and other City-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Licensee. At the City's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other City-owned property must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EFFECT OF EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter good-faith negotiations with the City or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of-Way and other City-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other City-owned property after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the City upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the City.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the City Manager has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the City.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 et seq.).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of Licensee's System on private property.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Reserved.

14.8 Non-Enforcement by the City. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the City's failure to insist upon or to seek compliance with any term and condition.

14.9 License Documents. Licensee must submit to the City the letter of credit and insurance certificates as required by the License within 90 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's period to comply is extended by the Council.

14.10 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License, or any permit issued under this License survive termination or revocation of this License.

14.11 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses, generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the City in writing as provided in Section 14.16.

14.12 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the City under A.R.S. § 38-511.

14.13 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council, or any employee of the City has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the City has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Independent Contractor. Any provision in this License that may appear to give the City the right to direct Licensee or Licensee the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.15 Jurisdiction; Governing Law; Venue. As a condition of the grant of this License, Licensee acknowledges and accepts that Licensee is subject to personal and subject matter jurisdiction of Arizona state courts. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in a court located in Maricopa County, Arizona.

14.16 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under

this License must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To Licensee:
Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Teddy Adams, General Counsel

With a copy to:
Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Contracts Management

To the City:
City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to:
Office of the City Attorney
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

14.17 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.18 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Licensee with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A – Service Area
Exhibit B – Form Letter of Credit

14.19 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any

obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

14.20 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.21 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this License is valid and enforceable to the fullest extent permitted by law.

14.22 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.23 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the City, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.24 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to City staff of any City department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.25 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor 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 this License and may be subject to penalties up to and including revocation of the License. City retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

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

14.27 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's signature must be acknowledged by Licensee before a notary public.

14.28 Data Confidentiality and Data Security. As used in this License, 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 Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, the Parties must not divulge data to any third party without the other Party's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the receiving Party prior to the Effective Date; or (ii) data which was acquired by the receiving Party in its performance under this License and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Parties are subject. Each Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the other Party if any of the provisions of this Section are violated by the receiving Party, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

14.29 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 always protected by Licensee. At a minimum, Licensee must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must immediately notify the City contact. Licensee agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.30 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director or Water Services Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the City of the public emergency and the action taken by the City as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

14.31 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the License or proof of membership must be filed with the City.

14.32 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the City including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Maricopa County, Arizona.

14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the Effective Date.

CITY OF CHANDLER, an Arizona municipal corporation

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CROWN CASTLE FIBER LLC, a New York limited liability company

By: _____

Douglas Patterson
Name of Authorized Signer

Title: Region Vice President

ATTEST:

_____
Name and Title

Rebecca L. Hussey
Associate General Counsel, Government Relations

EXHIBIT A
SERVICE AREA

EXHIBIT B
STANDARDS FOR LETTER OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
1.2 The Letter of Credit is payable to City upon presentation of City's draft.
1.3 City may make partial draws upon the Letter of Credit.
1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.
1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.
1.7 The Letter of Credit is valid until a specified date.
1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.
2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.
3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.
3.3 The issuer shall have a net worth of not less than $1 billion.

FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]
_____
Authorized Signature

_____ [bank name] _____, a _____

By _____ [bank officer's signature] _____

_____ [bank officer's name printed] _____

Its _____ [bank officer's title] _____

Phone: ___ [bank officer's phone number] _____

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-051

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Benjamin Cereceres, Planner
Subject: PLH22-0024 Cornerstone Ranch
Request: Preliminary Development Plan approval for modification to existing signage
Location: 3999 S. Dobson Road, located at the northeast corner of Dobson Road and Ocotillo Road
Applicant: Shirley Lam, Bootz and Duke Sign Company

Proposed Motion:

Move City Council approve Preliminary Development Plan PLH22-0024 Cornerstone Ranch, for modifications to existing signage, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- The subject site is zoned Planned Area Development (PAD) for multi-family development.
- The existing signage was approved under the original zoning case in 1999.

Surrounding Land Use Data:

North	PAD for Single-Family Residential	South	Across Ocotillo Road: PAD for Single-Family Residential
East	PAD for Single-Family Residential	West	Across Dobson Road: PAD for Intel Campus

Proposed Development:

	Proposed
Type of Signage	(1) Freestanding Sign
Sign Material/Finish	Masonry base with stone and stucco with mounted reverse pan channel letters
Illumination	LED Halo-Illumination

Review and Recommendation:

The site is currently built and the originally approved signage has been modified over the years. The current request is to add one sign to replace an existing water feature at the intersection of Ocotillo Road and Dobson Road.

In addition, the applicant is proposing an open air ramada and enhanced landscaping to replace the existing water feature. The ramada and freestanding sign will use materials and colors that tie into the existing development. The two existing monument signs will be enhanced with stacked stone to reflect the development's architecture and match the proposed sign. The proposed open-air ramada will also have the same design and colors to match another existing ramada on the site.

Staff finds the proposed signage meets the intent of the sign code, is architecturally integrated with the building, and provides an appearance harmonious with the buildings and the other existing signage. Planning and Zoning Commission recommends approval.

Public / Neighborhood Notification

- The 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 July 18, 2024, with no one in attendance besides 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 of September 18, 2024.
Motion to Approve.

In Favor: 6 Opposed: 0 Absent: 1 (Lopez)

Recommended Conditions of Approval

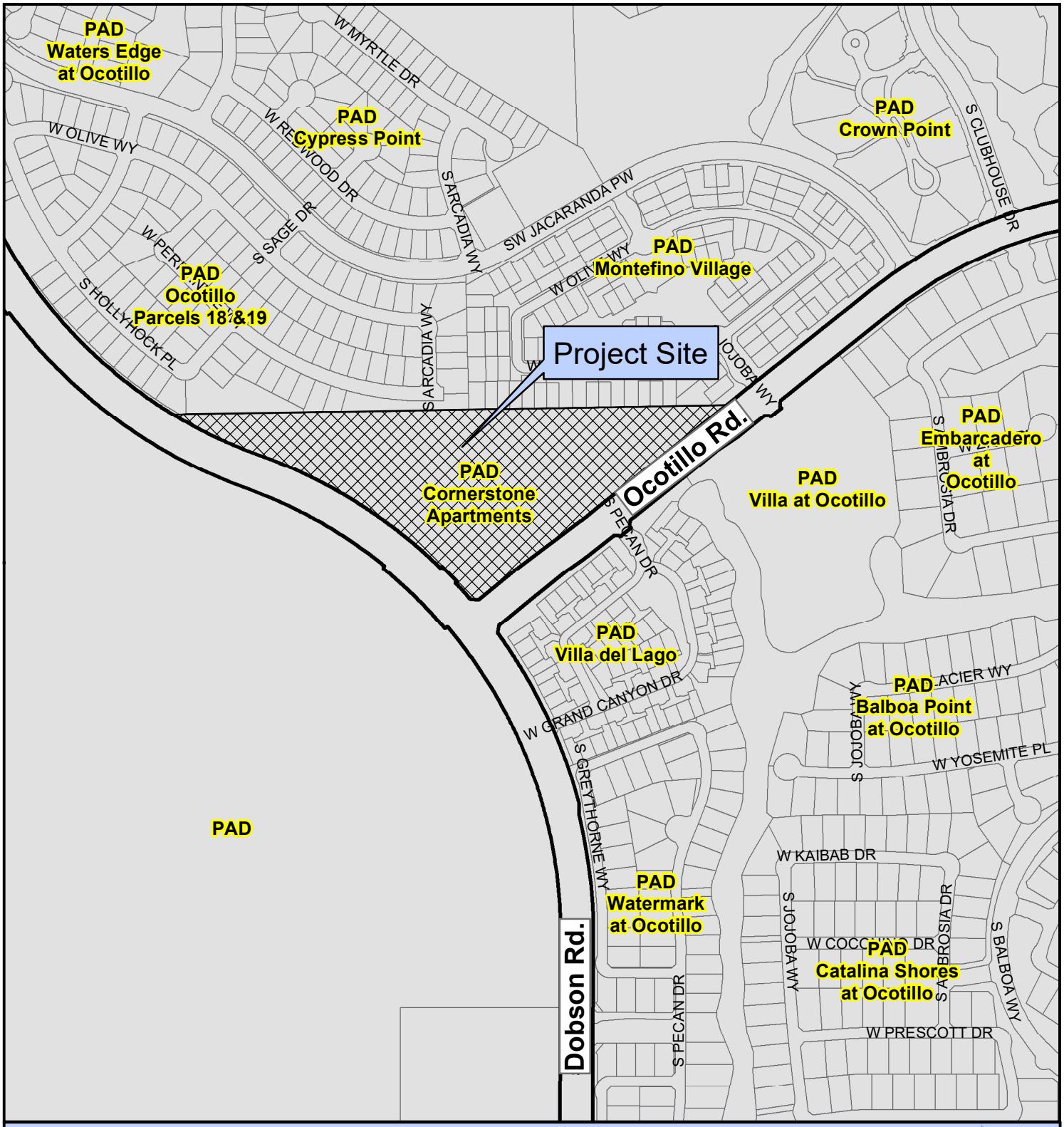
Planning and Zoning Commission recommends City Council approve the Preliminary Development Plan (PDP), subject to the following conditions:

1. Signage shall be in substantial conformance with the Comprehensive Sign Plan kept on file in the City of Chandler Planning Division, File No. PLH22-0024, modified by such conditions included at the time the exhibit was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Signs shall be designated in coordination with the 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.

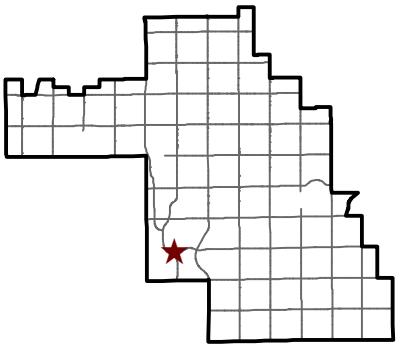
Attachments

Vicinity Maps
Narrative
Comprehensive Sign Program



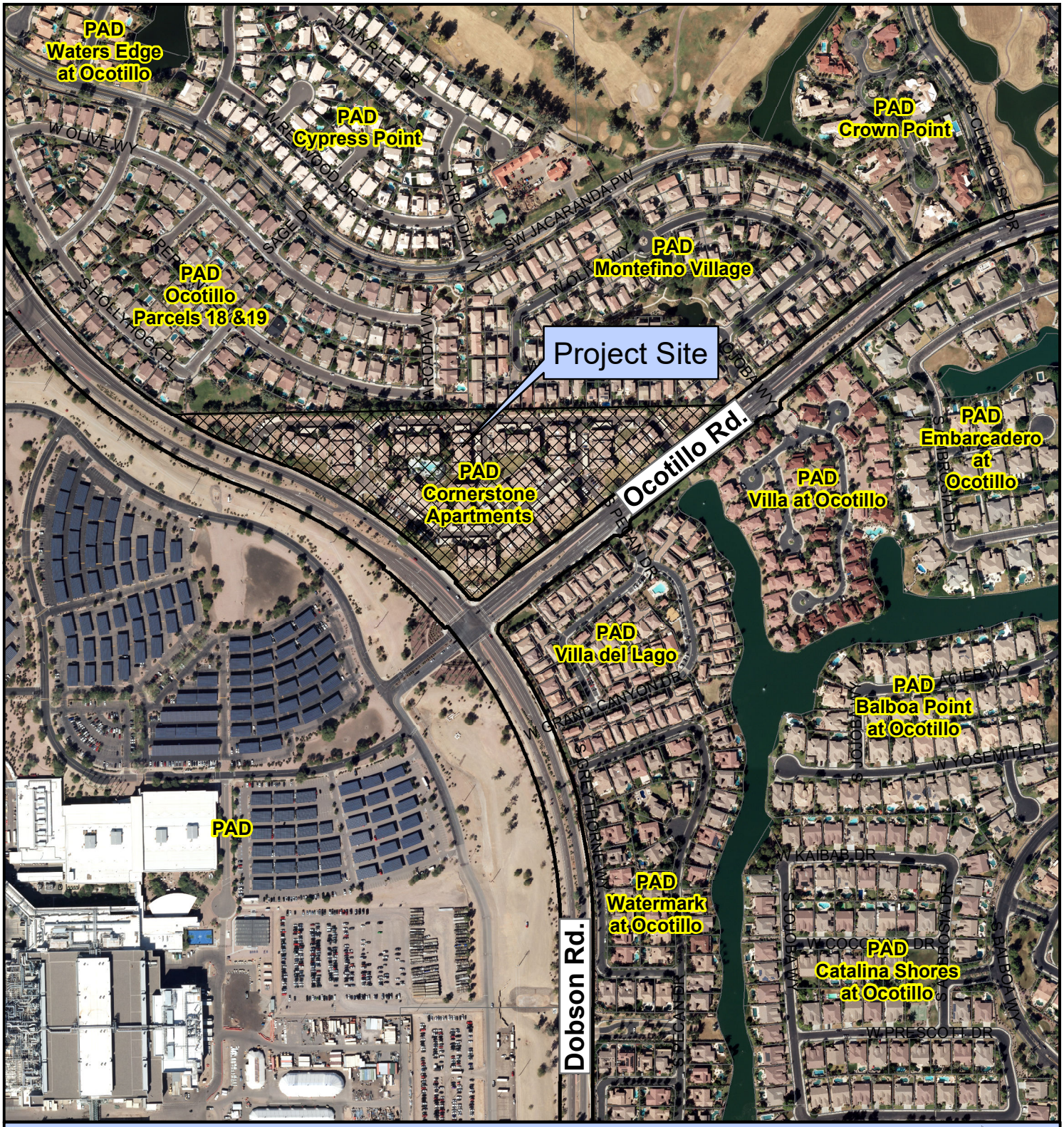
PLH22-0024 Cornerstone Ranch

Project Details
3999 S. Dobson Rd.
Preliminary Development Plan to amend signage



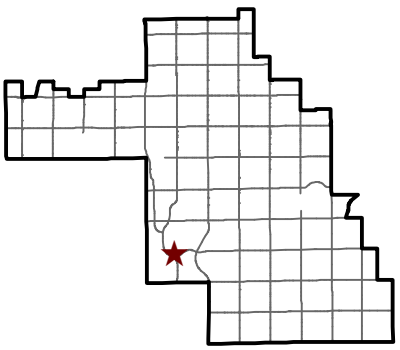
CHANDLER arizona

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



PLH22-0024 Cornerstone Ranch

Project Details
3999 S. Dobson Rd.
Preliminary Development Plan to amend signage



CHANDLER arizona

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

Cornerstone Ranch Narrative

Property:	Cornerstone Ranch
Location:	3999 S. Dobson Rd.
Property Size:	14.95 Acres
Buildings:	42 multi-family/office buildings on site
Total Frontage:	1,281' along S. Dobson Road, 754' along W. Ocotillo Road
Total Driveways:	4 Driveways, 2 on S. Dobson Rd and 2 on W. Ocotillo Road

Sign Request Details:

The proposed sign is a standard reverse pan halo sign with white LED illuminated letters. There will be no face illumination and the signage will provide a subtle halo illuminated effect complimentary to residential communities. See the attached sign details page 4 for night-time views. We are requesting an identical set of letters for the permitted wall across the northward drive which is already in place on the site to match recently approved and installed entry signage to identify project for the public traveling north on Dobson.

Code Review:

The following Chandler Sign Code sections define and provide regulations and standards that would be relevant for our PDP submittal. All project related comments are imbedded within the Sign Code Text below to demonstrate how this PDP request is appropriate for this project.

<u>39-7-6 Design and Integration.</u> All permanent signs shall be fully integrated with the design of the building and the site development, reflecting the architecture, building materials, and landscape elements of the project.

A. Shall be achieved through replication of architectural embellishments, color, building materials, texture, and other elements.

    a. *The proposed letters for the existing northward wall are the same as the existing letters and lighting for the southward wall sign. Both the wall structures and signage has been designed to complement the existing buildings and landscaping on site. * See the attached landscape plan.*

B. Integration shall also include the use of sign graphics that are consistent in terms of letting, style, color, and method of attachment as used for wall-mounted signage.

    a. *Signage is consistent (exactly the same) as the other wall mounted signage*.

C. Each unused panel on a freestanding monument sign shall have an integrated or decorative cover until said panel is utilized.

    a. *The current unused panel wall, once approved in this PDP process will be better integrated into the site's overall plan than it currently stands as empty.*

D. Signs shall not exceed height standards set forth in Section 39.9.16.

    a. *The total sign height for the lettering is 4.67 feet which meets Chandler's Sign Code Section 39.9.16.*

E. Sign shall be located within the limits of the occupied space.

    a. *The proposed sign will be mounted on an existing wall which is within the limits of the occupied space.*

F. Raceways shall be mounted behind letters only to match the building.

    a. *The proposed sign is a Halo-Illuminated Reverse Pan Channel Letter sign.*

G. No wires can be visible – *a. No wires will be visible.*

H. Sign must coordinate with landscape plans, storm water, utilities, and not create problems with visibility.

    a. *See attached landscape plan for the existing wall and proposed signage.*

I. Signs shall not exceed 80% of the length of the leased frontage or 80% of the length of the sign band

    a. *The sign will not exceed 80% of the leased frontage or length of the sign band.*

<u>39.7.8. Location restriction for all signs.</u>

A. Clearance from fire escapes, exits, standpipes. No sign shall interfere with ingress or egress of any exit required by Building Code or Fire Department regulations.

    a. *The existing wall locations have been approved by the City of Chandler and constructed.*

B. Vehicular and pedestrian traffic safety. No sign shall obstruct traffic by obstructing the vision of motorists as determined by the Traffic Engineer. No sign shall obstruct minimum pedestrian clearance required by Americans with Disabilities Act or as required by this chapter, whichever is greater.

    a. *The proposed sign on the northward existing wall will not obstruct traffic or clearance for pedestrians.*

C. Signs on public property. No sign shall be erected on or over public property.

    a. *Northward wall and sign are not on public property.*

39.9.2 Multiple-family development.

A. The total permanent sign area allowed, including wall signs and freestanding signs, is one square foot for each dwelling unit. However, in no instance shall the total sign area exceed 60 square feet, with no more than 32 square feet fronting on any 1 street.

    a. *The owners of Cornerstone Apartments are requesting that their property be allowed to have two (2) 32 square foot signs both will face S. Dobson Road.*

    The site is 14.95 acres is size. Has 42 total buildings with 1,281 linear feet of frontage on S. Dobson and 754' linear feet along W. Ocotillo Road with only 4 entrances/exits from the site.

    Given, the site's odd triangular shaped parcel, density of buildings, and intensity (2-lane divided arterial) and limited turn lane access on and off S. Dobson Road, it is very important that proper signage been in place so that the public traveling north can safely identify the property turn into the development.

    It is for these reasons that we are requesting a PDP to allow both signs along S. Dobson Road. Each sign is 32 square feet for a total of 64 square feet of signage along a frontage road length of 1,281 feet for the entire property.

B. For other permitted buildings, the sign area permitted shall not exceed 32 square feet.

    a. *We are not requesting building signage but would potentially have 10 buildings that could "face" S. Dobson Road.*

C. Sign shall not be illuminated, except by indirect lighting or halo lighting.

    a. *Proposed signage is halo lighting only.*

D. A sign permit shall be required.

    a. *A sign permit will be submitted prior to installation, if the PDP is approved.*

PLH22-0024 Cornerstone Ranch

Comprehensive Sign Program

SITE MAP

NOT TO SCALE

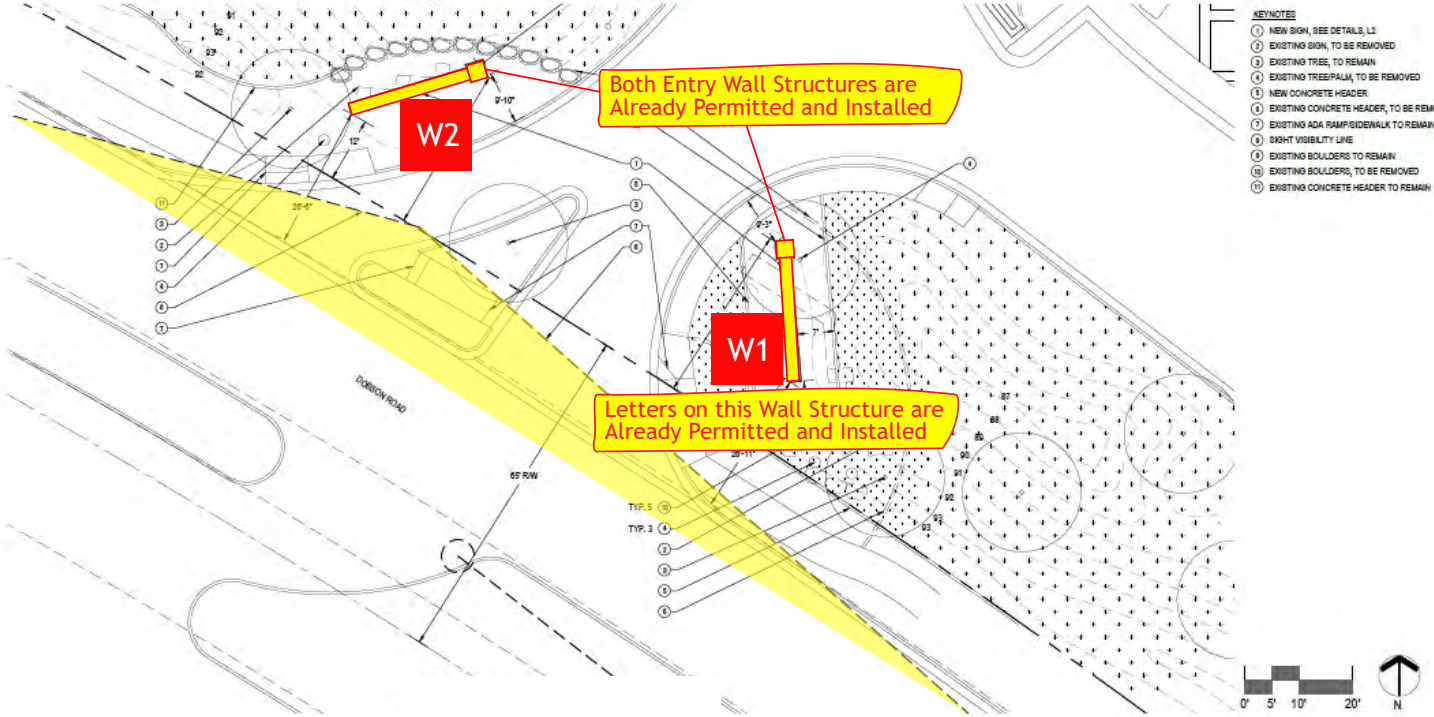


DESIGN # 220902-05	CORNERSTONE RANCH			Page: 1
CUSTOMER	CORNERSTONE RANCH	REVISION #	Approved by: Date:	BOOTZ & DUKE Signs
ADDRESS	3999 S Dobson Rd | Chandler, AZ 85248	REVISION NOTES 4/3/2024 - Added stone veneer to masonry bases of W1-W3	This custom design is the exclusive property of Bootz & Duke Sign Co. of Phx, AZ. It may not be reproduced, copied, or exhibited in any fashion.	2831 W. Weldon Ave. | Phoenix, AZ 85017 (602) 272-9356 www.bootzandduke.com
PROJECT MGR	BRENT VANDEMAN		Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications	
DESIGNER	E. MADA		This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code. The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.	UL LISTED
DATE	11/21/23		Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.	

SITE MAP
NOT TO SCALE



1 PROPERTY SITE MAP
NTS



Page: 2

BOOTZ & DUKE Signs
2831 W. Weldon Ave. | Phoenix, AZ. 85017
(602) 272-9356 www.bootzandduke.com

DESIGN # 220902-05 CORNERSTONE RANCH

Approved by: Date:

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Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications

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The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

UL LISTED

Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

CUSTOMER	CORNERSTONE RANCH
ADDRESS	3999 S Dobson Rd I Chandler, AZ 85248
PROJECT MGR	BRENT VANDEMAN
DESIGNER	E. MADA
DATE	11/21/23

REVISION #	
REVISION NOTES	4/3/2024 - Added stone veneer to masonry bases of W1-W3

(W1) MONUMENT SIGN

0.0 S.F.

MANUFACTURE AND INSTALL ONE (1) NEW LED HALO-ILLUMINATED REVERSE PAN CHANNEL LETTERS ON MONUMENT

SCALE: = NTS

-**NEW** STONE VENEER TO BE ADDED TO BOTH MASONRY BASES, W1 & W2: (highlighted in yellow below)
CENTURION - BUCKS COUNTY DRYSTACK STONE



Page: 3

CORNERSTONE RANCH

DESIGN # 220902-05

CUSTOMER	CORNERSTONE RANCH
ADDRESS	3999 S Dobson Rd I Chandler, AZ 85248
PROJECT MGR	BRENT VANDEMAN
DESIGNER	E. MADA
DATE	11/21/23

REVISION #	REVISION NOTES
	4/3/2024 - Added stone veneer to masonry bases of W1-W3

Approved by: Date:

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Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications

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The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

BOOTZ & DUKE Signs
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(602) 272-9356 www.bootzandduke.com

W1 MONUMENT SIGN

MANUFACTURE AND INSTALL ONE (1) NEW LED HALO-ILLUMINATED REVERSE PAN CHANNEL LETTERS ON MONUMENT

0.0 S.F.

SCALE: NTS

-NEW STONE VENEER TO BE ADDED TO MASONRY BASE:
CENTURION - BUCKS COUNTY DRYSTACK STONE



CURRENT APPEARANCE

SCALE: NTS



PROPOSED APPEARANCE: W1

SCALE: NTS

Page: 4

DESIGN # 220902-05

CORNERSTONE RANCH

CUSTOMER	CORNERSTONE RANCH
ADDRESS	3999 S Dobson Rd I Chandler, AZ 85248
PROJECT MGR	BRENT VANDEMAN
DESIGNER	E. MADA
DATE	11/21/23

REVISION #

REVISION NOTES
4/3/2024 - Added stone veneer to masonry bases of W1-W3

Approved by:

Date:

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Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

BOOTZ & DUKE
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
(602) 272-9356 www.bootzandduke.com

(W2) MANUFACTURE AND INSTALL HALO-ILLUMINATED REVERSE PAN CHANNEL LETTERS

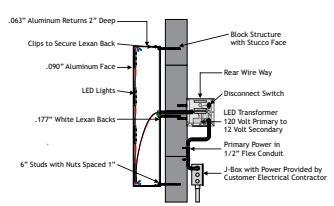
MANUFACTURE AND INSTALL ONE (1) NEW LED HALO-ILLUMINATED REVERSE PAN CHANNEL LETTERS ON MONUMENT

0.0 S.F.

SCALE: 1/4" = 1'-0"

-RETURNS: .063" CLC 2" DEEP / PAINTED SATIN BLACK
-FACES: .090" ALUMINUM / PAINTED SATIN BLACK
-BACKS: 3/16" WHITE LEXAN CLIP MOUNTED TO RETURNS
-ILLUMINATION: WHITE LED
-POWER SUPPLIES: REMOTE IN TRANSFORMER BOX
-INSTALLATION: 1" SPACERS
-MASONRY BASE WITH ADDED STONE VENEER:
CENTURION-BUCKS COUNTY DRYSTACK STONE

LED Halo-Illuminated Reverse Pan Channel Letters



Electrical Specifications

- [X] U.L. Required [ ] Other [ ] Non U.L. Required
- [X] 120 Volts [ ] 277 Volts [ ] Other
- (1) 20 Amp Circuits Necessary 2.5A Actual Amp Load
- All Signs Fabricated as per 2014 N.E.C. Specifications
- Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.
- This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.
- The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.
- All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

	Grizzle Gray SW 7068 Light Texture
	Spalding Gray SW 6074 Light Texture
	Perfect Greige SW 6073 Light Texture
	Adobe Integral Sand Finish
	Centurion-Bucks County Drystack Stone

New Letter Set for Existing Wall Structure



Scale: 3/8"=1'-0"

Cornerstone Ranch: 17.71 x 1.67 = 29.58 Sq. Ft.
Luxury Rentals: 5.81 x .5 = 2.91 Sq. Ft.
Total: 32.49 Sq. Ft.

Page: 5

DESIGN # 220902-05 CORNERSTONE RANCH

CUSTOMER	CORNERSTONE RANCH
ADDRESS	3999 S Dobson Rd I Chandler, AZ 85248
PROJECT MGR	BRENT VANDEMAN
DESIGNER	E. MADA
DATE	11/21/23

REVISION #

REVISION NOTES
4/3/2024 - Added stone veneer to masonry bases of W1-W3

Approved by:

Date:

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Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications

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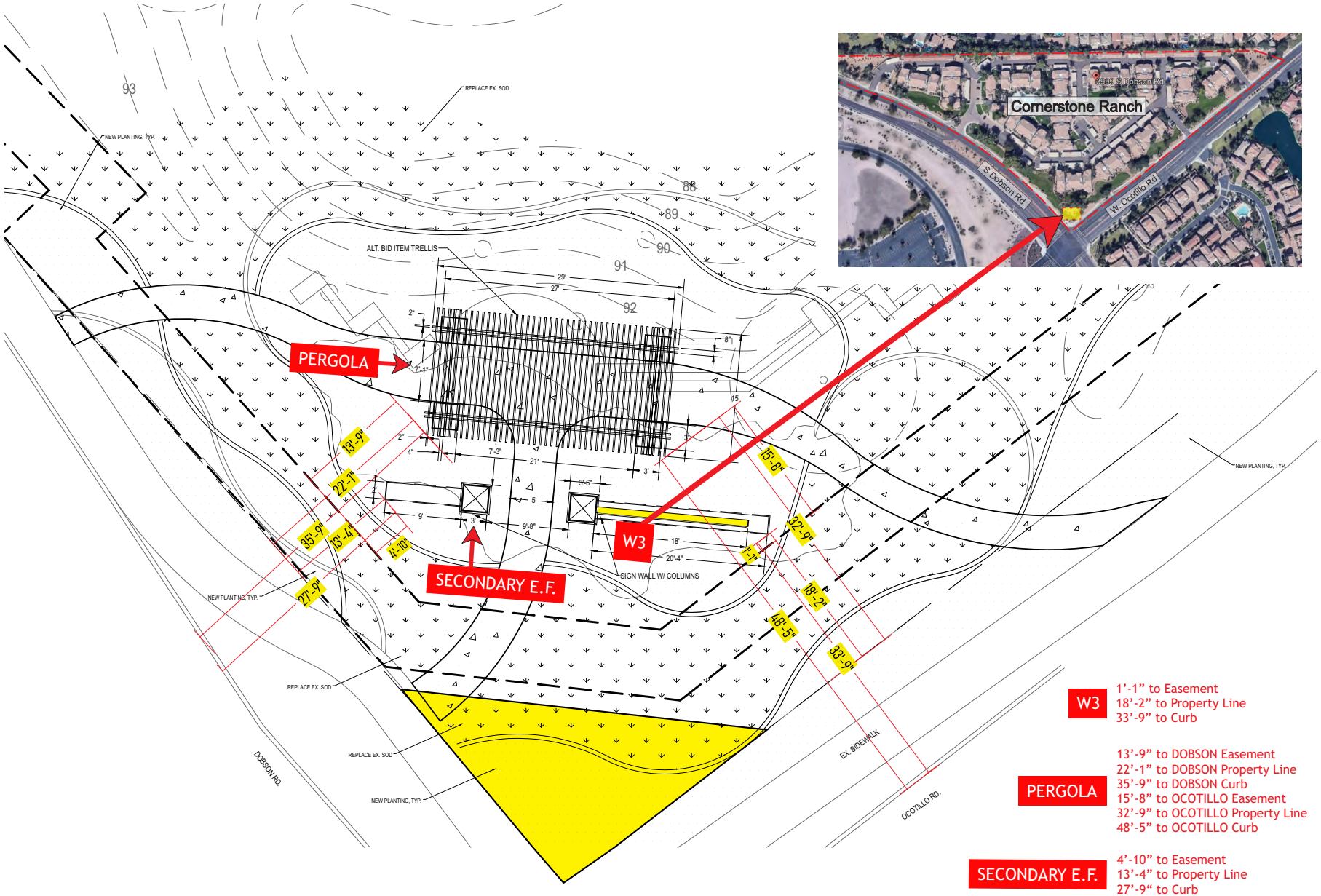
Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

BOOTZ & DUKE Signs
2831 W. Weldon Ave. | Phoenix, AZ. 85017
(602) 272-9356 www.bootzandduke.com

SITE MAP

SCALE = 3/32" = 1'



W3
1'-1" to Easement
18'-2" to Property Line
33'-9" to Curb

PERGOLA
13'-9" to DOBSON Easement
22'-1" to DOBSON Property Line
35'-9" to DOBSON Curb
15'-8" to OCOTILLO Easement
32'-9" to OCOTILLO Property Line
48'-5" to OCOTILLO Curb

SECONDARY E.F.
4'-10" to Easement
13'-4" to Property Line
27'-9" to Curb

Page: 6

BOOTZ & DUKE Signs
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Approved by: Date:

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The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

UL LISTED

Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

DESIGN # 220902-05

CORNERSTONE RANCH

CUSTOMER	CORNERSTONE RANCH
ADDRESS	3999 S Dobson Rd I Chandler, AZ 85248
PROJECT MGR	BRENT VANDEMAN
DESIGNER	E. MADA
DATE	11/21/23

REVISION #	REVISION NOTES
	4/3/2024 - Added stone veneer to masonry bases of W1-W3

W3 MONUMENT SIGN:

MANUFACTURE AND INSTALL ONE (1) NEW LED HALO-ILLUMINATED REVERSE PAN CHANNEL LETTERS ON MONUMENT

31.16 S.F.

SCALE: 1/4" = 1'-0"



"Cornerstone Ranch": 197.163" x 20.469"/144 = 28.03 Sq. Ft.
"Luxury Rentals": 69.855" x 6.458"/144 = 3.13 Sq. Ft.
Total: 31.16 Sq. Ft.

DESIGN # 220902-05

CORNERSTONE RANCH

CUSTOMER	CORNERSTONE RANCH
ADDRESS	3999 S Dobson Rd I Chandler, AZ 85248
PROJECT MGR	BRENT VANDEMAN
DESIGNER	E. MADA
DATE	11/21/23

REVISION #

REVISION NOTES
4/3/2024 - Added stone veneer to masonry bases of W1-W3

Approved by:

Date:

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The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

BOOTZ & DUKE Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
(602) 272-9356 www.bootzandduke.com

W3 MONUMENT SIGN:

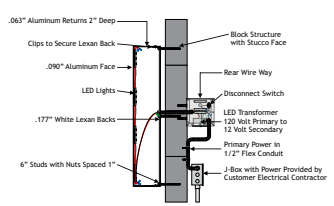
MANUFACTURE AND INSTALL ONE (1) NEW LED HALO-ILLUMINATED REVERSE PAN CHANNEL LETTERS ON MONUMENT

31.16 S.F.

SCALE: 1/4" = 1'-0"

-RETURNS: .063" CLC 2" DEEP / PAINTED SATIN BLACK
-FACES: .090" ALUMINUM / PAINTED SATIN BLACK
-BACKS: 3/16" WHITE LEXAN CLIP MOUNTED TO RETURNS
-ILLUMINATION: WHITE LED
-POWER SUPPLIES: REMOTE IN TRANSFORMER BOX
-INSTALLATION: 1" SPACERS
-MASONRY BASE WITH STONE VENEER:
CENTURION-BUCKS COUNTY DRYSTACK STONE
-STONE VENEER EXTENDS BELOW GRADE 4"

LED Halo-Illuminated Reverse Pan Channel Letters



Electrical Specifications

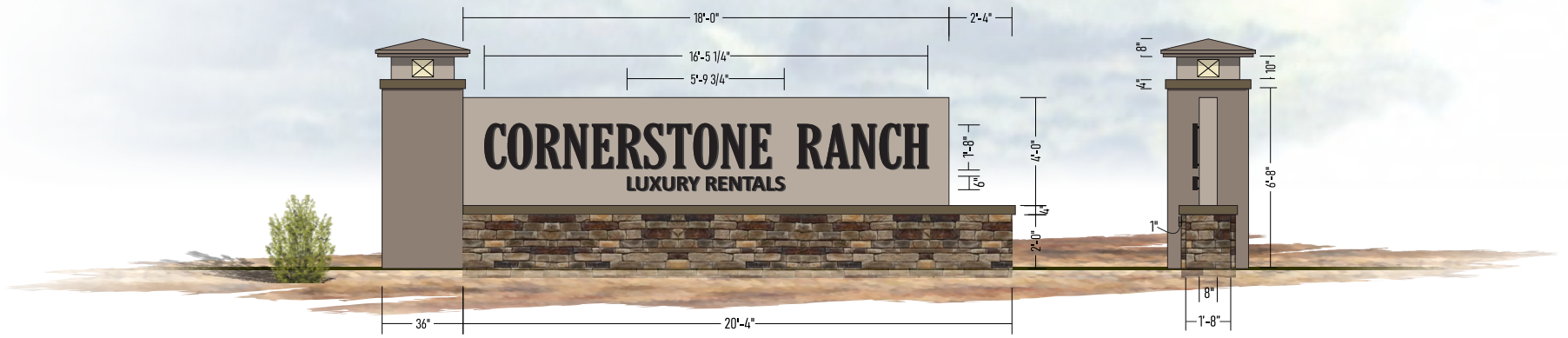
- [x] U.L. Required [ ] Other ____ [ ] Non U.L. Required ____
- [x] 120 Volts [ ] 277 Volts [ ] Other ____
- (1) 20 Amp Circuits Necessary 2.5A Actual Amp Load

All Signs Fabricated as per 2014 N.E.C. Specifications

- Sign(s) to be manufactured to U.L. specifications and will bear the U.L. label(s). Install in accordance of the National Electrical Code.
- This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code or Other Applicable Local Codes.
- The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C. IBC

	Grizzle Gray SW 7068 Light Texture
	Spalding Gray SW 6074 Light Texture
	Perfect Greige SW 6073 Light Texture
	Adobe Integral Sand Finish
	Centurion-Bucks County Drystack Stone



"Cornerstone Ranch": 197.163" x 20.469"/144 = 28.03 Sq. Ft.
"Luxury Rentals": 69.855" x 6.458"/144 = 3.13 Sq. Ft.
Total: 31.16 Sq. Ft.



Page: 8

BOOTZ & DUKE Signs
2831 W. Weldon Ave. | Phoenix, AZ. 85017
(602) 272-9356 www.bootzandduke.com

Approved by: Date:

This custom design is the exclusive property of Bootz & Duke Sign Co. of Phx, AZ. It may not be reproduced, copied, or exhibited in any fashion.

Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

UL LISTED

Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

DESIGN # 220902-05 CORNERSTONE RANCH

CUSTOMER	CORNERSTONE RANCH
ADDRESS	3999 S Dobson Rd I Chandler, AZ 85248
PROJECT MGR	BRENT VANDEMAN
DESIGNER	E. MADA
DATE	11/21/23

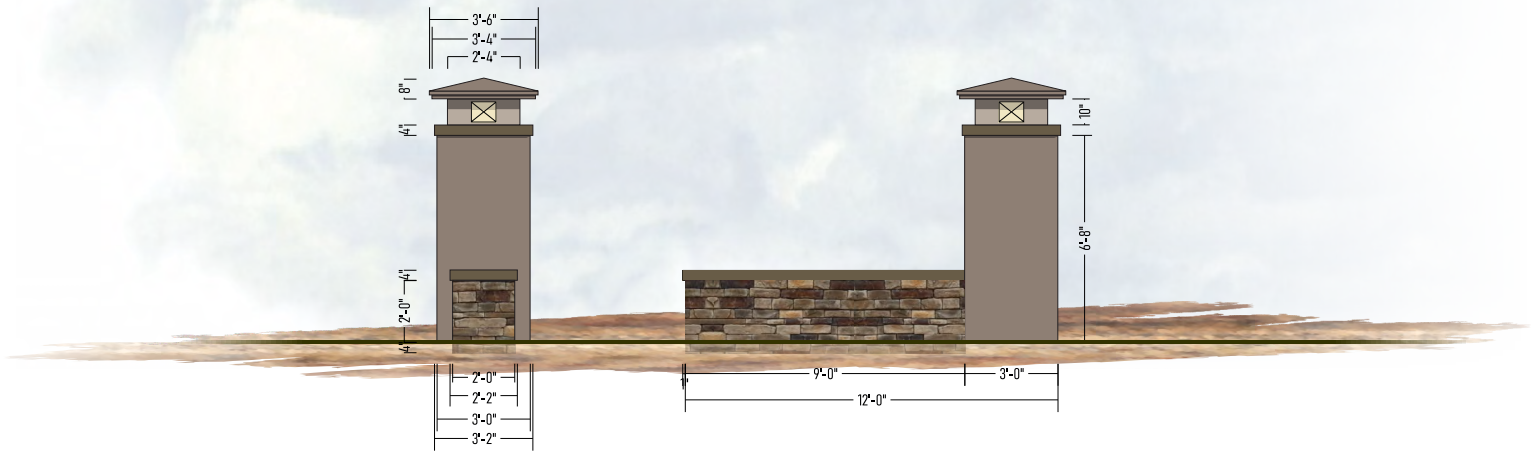
REVISION #	REVISION NOTES
	4/3/2024 - Added stone veneer to masonry bases of W1-W3

W3 SECONDARY ENTRY FEATURE

SCALE: 1/4" = 1'-0"

-MASONRY BASE WITH ADDED STONE VENEER:
CENTURION-BUCKS COUNTY DRYSTACK STONE
STONE VENEER EXTENDS BELOW GRADE 4"
EXISTING MONUMENTS @ ENTRY

	Grizzle Gray SW 7068 Light Texture
	Spalding Gray SW 6074 Light Texture
	Perfect Greige SW 6073 Light Texture
	Adobe Integral Sand Finish
	Centurion-Bucks County Drystack Stone





DESIGN # 220902-05

CORNERSTONE RANCH

Page: 9

CUSTOMER	CORNERSTONE RANCH
ADDRESS	3999 S Dobson Rd	Chandler, AZ 85248
PROJECT MGR	BRENT VANDEMAN
DESIGNER	E. MADA
DATE	11/21/23

REVISION #

REVISION NOTES
4/3/2024 - Added stone veneer to masonry bases of W1-W3

Approved by:

Date:

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Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications

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The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

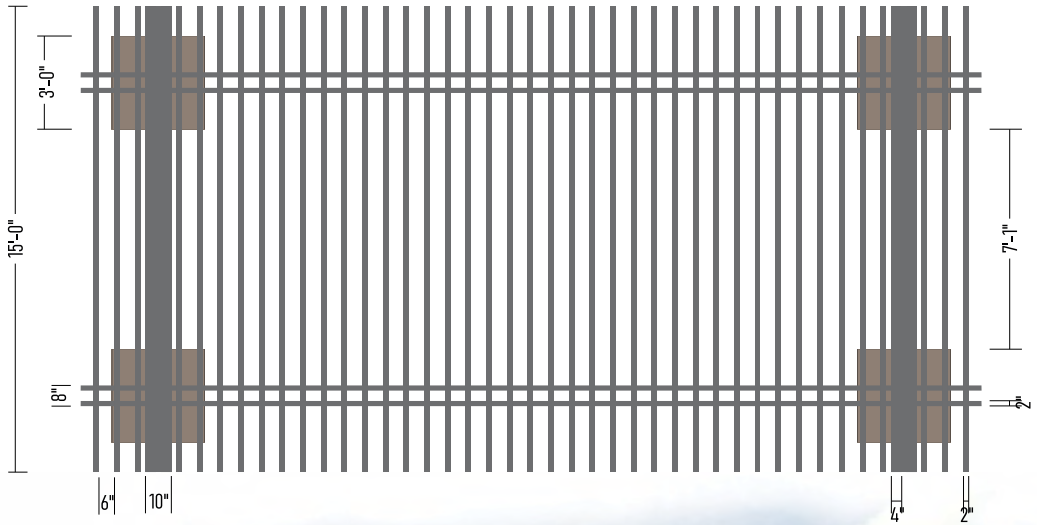
UL LISTED

Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

BOOTZ & DUKE Signs
2831 W. Weldon Ave. | Phoenix, AZ. 85017
(602) 272-9356 www.bootzandduke.com

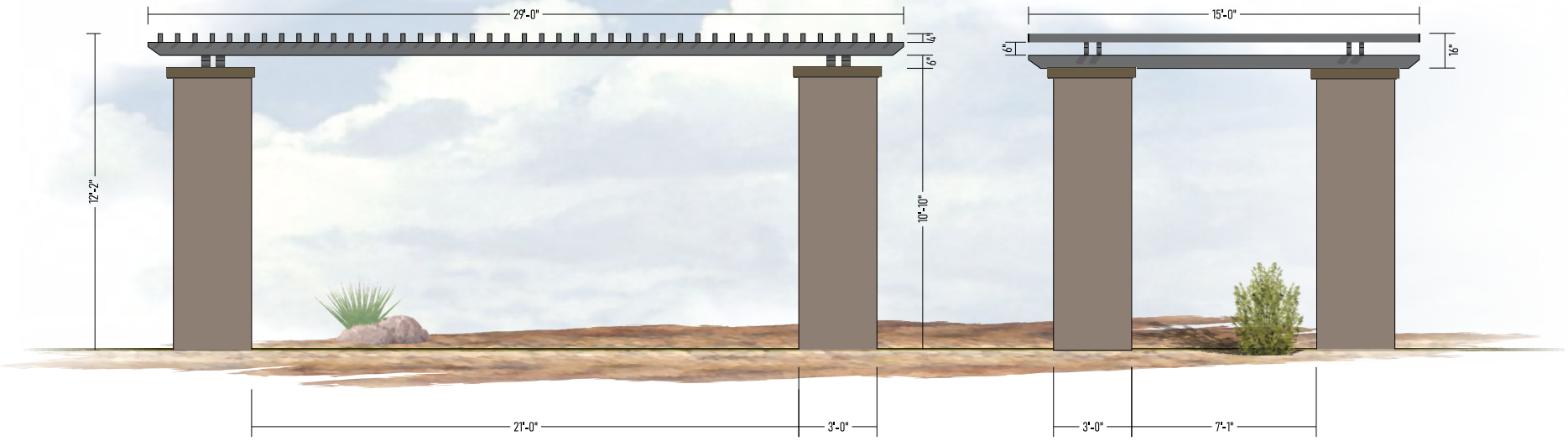
W3 PERGOLA

SCALE: 1/4" = 1'-0"



-WOOD BEAMS TO MATCH MATERIAL AND PAINT COLOR OF EXISTING PERGOLA BEAMS @ SALES OFFICE
-MASONRY BASE WITH STUCCO FINISH TO MATCH EXISTING PERGOLA @ SALES OFFICE

	Grizzle Gray SW 7068 Light Texture
	Spalding Gray SW 6074 Light Texture
	Perfect Greige SW 6073 Light Texture
	Adobe Integral Sand Finish



Page: 10

BOOTZ & DUKE Signs
2831 W. Weldon Ave. | Phoenix, AZ. 85017
(602) 272-9356 www.bootzandduke.com

Approved by: Date:

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Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications

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UL LISTED

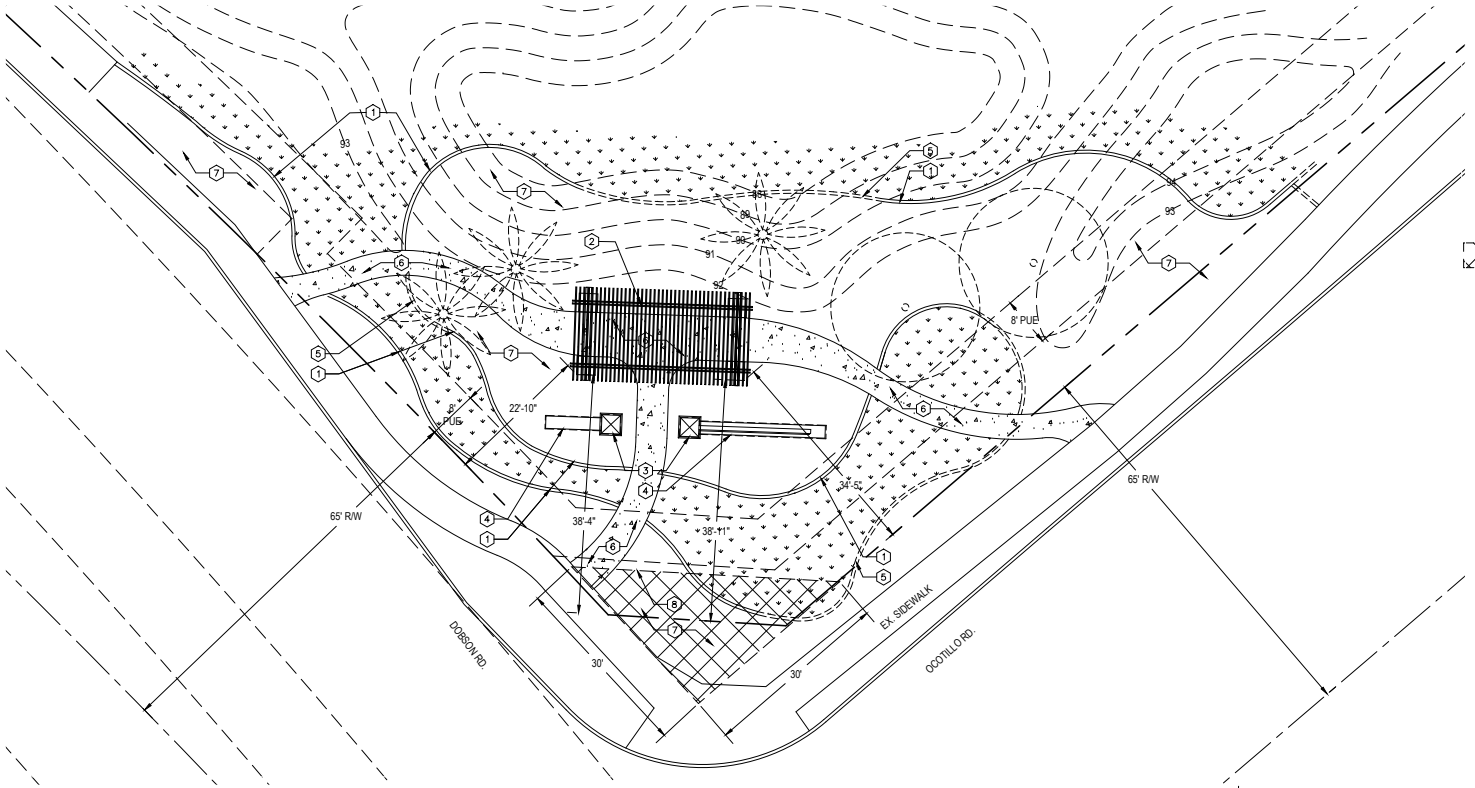
Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.

DESIGN # 220902-05

CORNERSTONE RANCH

CUSTOMER	CORNERSTONE RANCH
ADDRESS	3999 S Dobson Rd	Chandler, AZ 85248
PROJECT MGR	BRENT VANDEMAN
DESIGNER	E. MADA
DATE	11/21/23

REVISION #	
REVISION NOTES	4/3/2024 - Added stone veneer to masonry bases of W1-W3



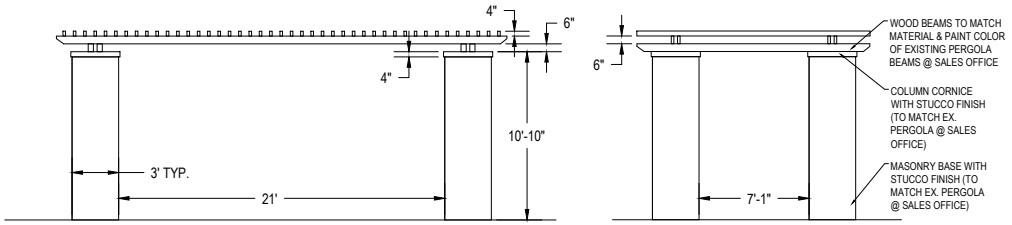
KEYNOTES

1. Concrete Header - match ex.
2. Trellis - see detail 1, this sheet
3. Sign Columns - see detail 2, this sheet
4. Sign Walls - see detail 2, this sheet
5. Ex. Concrete Header - protect in place or replace if damaged
6. Concrete Paving - integral color Davis 'Adobe', sand (acid-etch) finish
7. Planting Area - see L2
8. Site Visibility Triangle

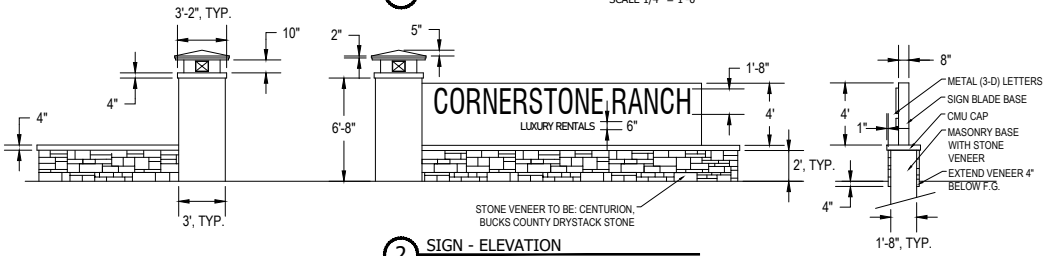
NARRATIVE:
Goal: To create an updated corner monument for Cornerstone Ranch in keeping with recent property upgrades.

- Replace aged water feature signage that blocks corner off from the neighborhood
- Provide a destination for apartment residents when walking pets
- Upgrade the planting while maintaining mature existing trees
- Repeat architectural details from the sales center

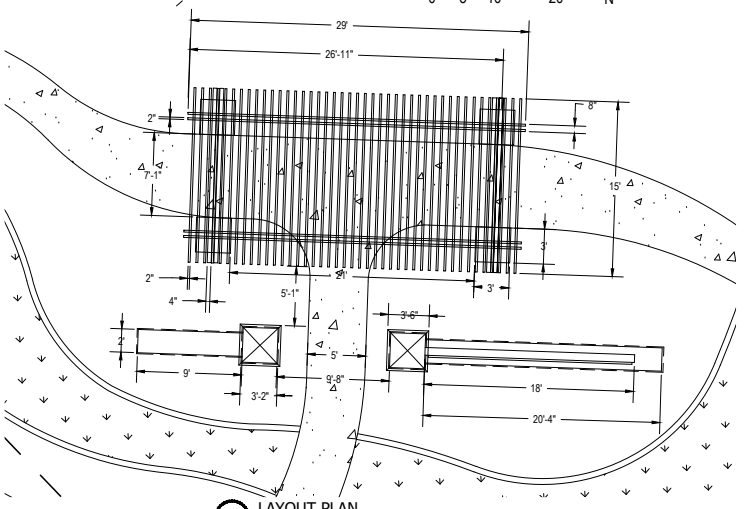
Proposed trellis structure encroaches into Dobson Road and Ocotillo Road 50-foot setback - we are asking for approval on this deviation since we are enhancing the corner through landscaping, pedestrian features and signage.



1 TRELLIS - ELEVATION
SCALE 1/4" = 1'-0"



2 SIGN - ELEVATION
SCALE 1/4" = 1'-0"



3 LAYOUT PLAN
SCALE 3/16" = 1'-0"

REGISTERED LANDSCAPE ARCHITECT
36211
LEAH M. VANBECK
ARIZONA, U.S.A.
Expires 09/30/25

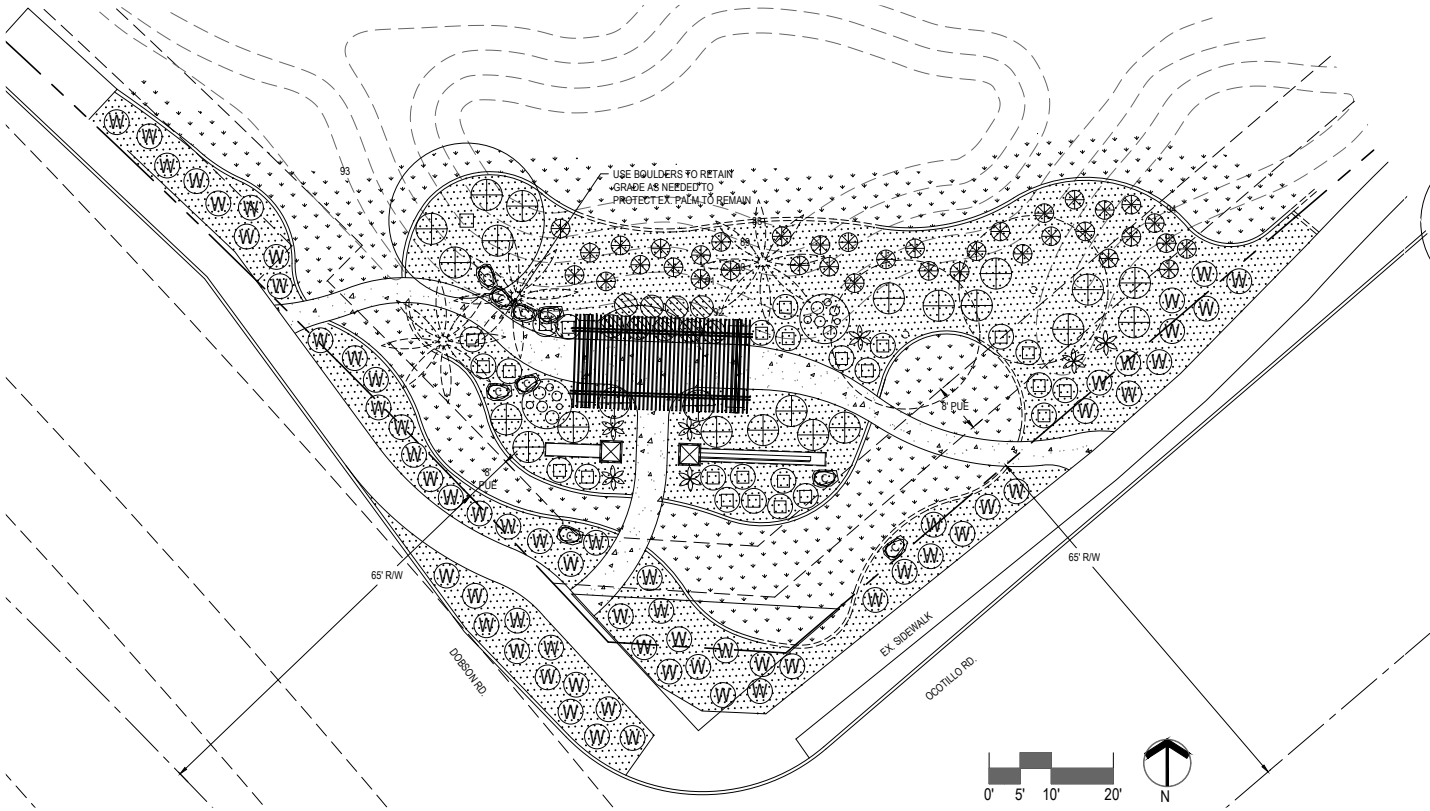
GBtwo
LANDSCAPE ARCHITECTURE, INC.

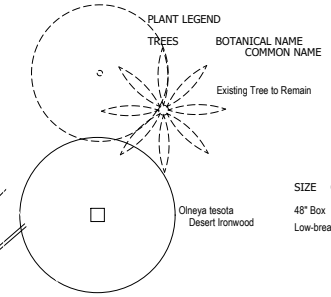
CORNERSTONE RANCH
3999 S DOBSON RD
CHANDLER, AZ 85248

SHEET TITLE
HARDSCAPE KEYNOTE & LAYOUT PLAN - HARDSCAPE DETAILS

DATE
06/03/2024

SHEET NUMBER
L1





	SIZE	QTY.
Olneya tesota / Desert Ironwood	48" Box	1
	Low-break multi	

SHRUBS/GROUNDCOVERS

Eremophila hygrophana Blue Bells™ / Blue Bells Eremophila	5 Gal	23
Lantana montevidensis 'New Gold' / New Gold Lantana	5 Gal	27
Muhlenbergia capillaris 'Regal Mist' / Regal Mist Pink Muhly Grass	5 Gal	37
Rosa spp. 'Iceberg / White Iceberg Shrub Rose	5 Gal	9
Wedelia trilobata (syn. Sphalgneticola) / Yellow Dot	5 Gal	64

ACCENTS

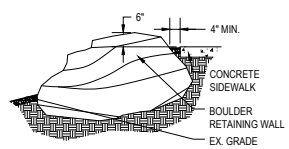
Agave angustifolia 'Marginata' / Caribbean Agave	5 Gal	7
Pachycereus schottii / Senita	24" Box	2

OTHER

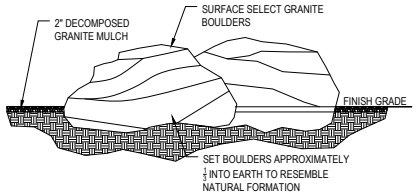
New Turf (Midiron Sod)	3,200 sq. ft
Decomposed granite, match color and size of pool project - 2" deep (all new planting areas)	6,095 sq. ft

Irrigation: Adjust existing irrigation to ensure full coverage to all new plant materials and turf extents

BOULDER	DIMENSIONS	APPROX. TONNAGE	QUANTITY
	4' X 3' X 3'	2 TONS	9



1 BOULDER RETAINING WALL
SCALE 1/2" = 1'-0"



2 LANDSCAPE BOULDER INSTALLATION
SCALE 1/2" = 1'-0"

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 36211
LEAH M. MANBECK
ARIZONA, U.S.A.
Expires 06/30/25

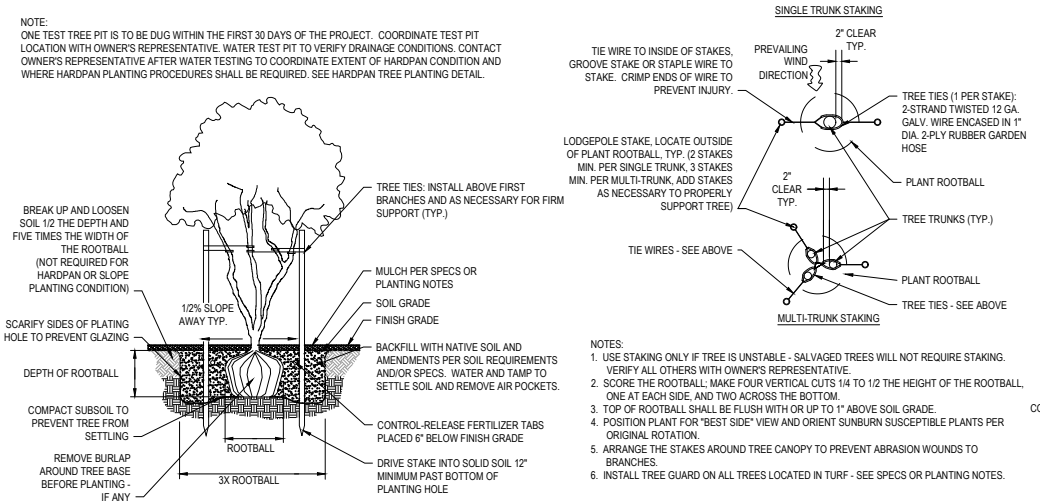
GBtwo
LANDSCAPE ARCHITECTURE, INC.
6115 N Cattleman Rd Scottsdale AZ 85250
t 480.991.2284 gbtwo.com

CORNERSTONE RANCH
3999 S DOBSON RD
CHANDLER, AZ 85248

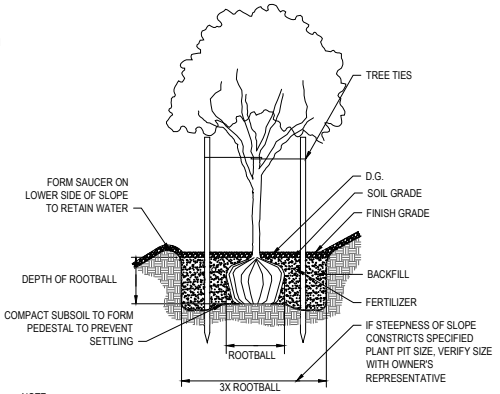
SHEET TITLE
PLANTING PLAN

DATE
06/03/2024

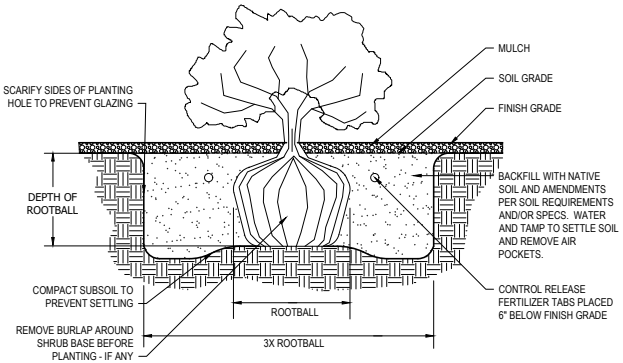
SHEET NUMBER
L2



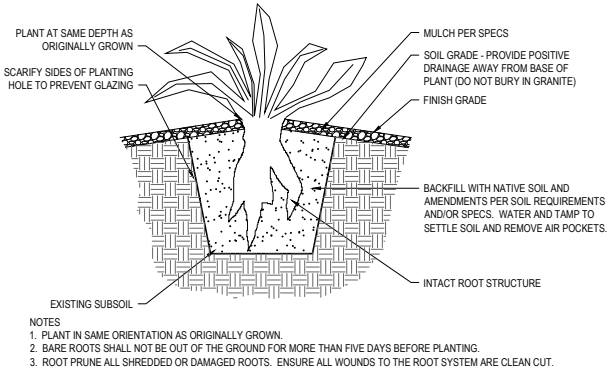
1 TREE PLANTING AND STAKING
SCALE = NTS



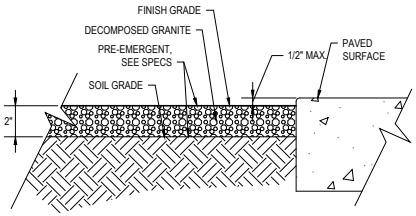
2 TREE PLANTING ON SLOPE
SCALE = NTS



3 SHRUB PLANTING
SCALE = NTS



4 ACCENT PLANTING
SCALE = NTS



5 ROCK MULCH INSTALLATION
SCALE 3" = 1'-0"

REGISTERED LANDSCAPE ARCHITECT
36211
LEAH M. MANBECK
ARIZONA, U.S.A.
Expires 06/30/25

GBtwo
LANDSCAPE ARCHITECTURE, INC.
8710 E Cactus Rd. Scottsdale, AZ 85260
(480) 991-3366
gbtwo.com

CORNERSTONE RANCH
3999 S DOBSON RD
CHANDLER, AZ 85248

SHEET TITLE
PLANTING DETAILS

DATE
06/03/2024

SHEET NUMBER
L3

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-056

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Lauren Schumann, Planning Senior Program Manager
Subject: Agreement No. DS5-918-4808, General Plan Update and Comprehensive Housing Plan

---

Proposed Motion:

Move City Council approve Agreement No. DS5-918-4808, with Logan Simpson Design, Inc., for the General Plan Update and Comprehensive Housing Plan, in the amount of $525,000.

Background/Discussion:

Arizona Revised Statutes § 9-461.06 requires the City's General Plan to be adopted and ratified at least once every ten years. Approval of this contract would retain the services of primary consultant Logan Simpson Design, Inc., and sub-consultants to assist the City's Planning Division in updating the current General Plan, which was adopted by Mayor and Council on April 14, 2016. Planning staff is initiating the update process now with the goal of having the updated General Plan adopted by Mayor and Council in the spring of 2026 and ratified by voters in the November 2026 election.

One of the first actions following the approval of this contract will be to assemble a Resident Advisory Committee to guide the consultants and Planning staff throughout the process. A Public Participation Plan, a general timeline that outlines the update process and strategies for encouraging public input, will be one of the first orders of business for the Committee and will be presented to Mayor and Council for approval in early 2025.

Earlier this year, Governor Hobbs signed into law SB 1162, which required

municipalities to conduct and publish a housing needs assessment every five years. Approval of this contract would also retain the services of primary consultant Logan Simpson Design, Inc., and sub-consultants to assist City staff with completing a comprehensive housing plan.

City Council has discussed the General Plan Update and comprehensive housing plan on three occasions this year. On April 29, 2024, the City Council held a retreat at which the General Plan Update scope of work and timeline were reviewed. On May 7, 2024, the City Council Neighborhoods Subcommittee discussed ideas for increasing housing supply in Chandler and recommended the development of a comprehensive housing plan. Finally, on September 9, 2024, the full City Council held a work session regarding new housing laws and ideas for increasing housing supply, including the completion of a comprehensive housing plan.

Evaluation:

On July 3, 2024, city staff issued Request for Proposal No. DS5-918-4808 for the General Plan update and the Comprehensive Housing Plan. Notification was sent to all registered vendors. Three proposals were received from the following offerors:

Logan Simpson Design, Inc.
Matrix Design Group, Inc.
Public Works, LLC

The Evaluation Committee evaluated the proposals and recommends the contract award to Logan Simpson Design, Inc., which submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1510.5219.0.0.0	General Fund	General Plan Update	$525,000	N

Attachments

Agreement

Docusign Envelope ID: C316EA18-4D74-43D4-839B-F8112A14146C

City Clerk Document No. _____

City Council Meeting Date: October 17, 2024

CITY OF CHANDLER SERVICES AGREEMENT
GENERAL PLAN UPDATE AND COMPREHENSIVE HOUSING PLAN
CITY OF CHANDLER AGREEMENT NO. DS5-918-4808

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Logan Simpson Design, Inc., 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

A. City proposes to enter an agreement for a General Plan update and a Comprehensive Housing Plan as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

Docusign Envelope ID: C316EA18-4D74-43D4-839B-F8112A14146C

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

SECTION III: PERIOD OF SERVICE

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

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 20 months from the date the Contractor is notified to proceed.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $525,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

Docusign Envelope ID: C316EA18-4D74-43D4-839B-F8112A14146C

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions,

Docusign Envelope ID: C316EA18-4D74-43D4-839B-F8112A14146C

estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum

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requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Christina Pryor	Name: Megan Moore
Title: Procurement and Supply Senior Manager	Title: Project Manager
Address: 175 S. Arizona Ave., 3rd Floor	Address: 51 W. Third St., Suite 450
Chandler, AZ 85225	Tempe, AZ 85281
Phone: 480-782-2403	Phone: 970-449-4100
Email: christina.pryor@chandleraz.gov	Email: mmoore@logansimpson.com

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

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

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

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

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

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a

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material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

5.22 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.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data

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

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

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

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

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

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

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

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

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

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

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

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their

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employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

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

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

5.44 Reserved.

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

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

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

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

FOR THE CITY	FOR THE CONTRACTOR
By: _____	By: Bruce Meighen
Its: Mayor	Its: CEO and President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF SERVICES

GENERAL PLAN UPDATE SCOPE OF SERVICES

The General Plan Update (GPU) will be completed in 20 months in a collaborative fashion as outlined in the following four phases below. The GPU will start at the same time as the Comprehensive Housing Plan (CHP) and run concurrently until approval of the CHP in June 2025. The CHP will be referenced in the GPU in the overview and will inform the applicable sections, goals, and policies. The GPU is projected to be approved by City Council (CC) in February 2026 with final documentation and native files provided to city staff (CS) in April 2026, allowing ample time for the city to meet statutory timelines related to voter ratification.

PHASE 1- PROJECT START-UP

This phase will span the entire process, beginning with preliminary administrative tasks and adoption of the Public Participation Plan (P3) within the first three months of the process. Monthly in-person coordination meetings are anticipated to be held as needed until the end of the process. The Community Advisory Committee (CAC) kickoff meeting is described in this Phase but will not occur until after the CC kickoff meeting and their selection of the CAC.

1.1 Facilitate Preliminary Administrative Tasks

Preliminary administrative tasks include the collection and review of plans and data as well as CS kickoff meeting, which will refine and set the process up for success. At the end of the first three months, the consultant team (CT) will provide CS with an Existing Conditions Report which will be designed in accordance with topics pertinent to the GPU.

1.1a. Review the General Plan and background materials.

During this early timeframe, the CT will hold collaborative discussions with CS to determine both the strengths and weaknesses of the plan and what is and what is not working in its administration. The teams will discuss the initial plan outline and initial plan audit spreadsheet as a precursor to this effort in partnership with the Technical Advisory Committee (TAC) later in the process. Other important city policy documents will be reviewed at this time too such as the City Council's strategic plan.

1.1b. Hold CS kickoff meeting.

Within 30 calendar days of contract award, a hybrid kickoff meeting will be held for approximately two hours. The primary purpose of this meeting will be to introduce the CT to assigned CS, review communication protocols, and review/refine the project schedules, obtain advice, and ideas about the direction and horizon of the GPU as well as the concurrent CPH. Additionally, CT and CS will collaboratively discuss initial goals and opportunities along data needs and acquisition, website development, and identify key inclusions in the public participation plan including the makeup and frequency of meetings with the advisory committees and other community outreach meetings.

1.1c. Gather GIS data and technical information.

The CT's GIS and technical staff will partner with the city's GIS staff to ensure delivery of the necessary GIS data and technical information for both the GPU and CHP. The CT will set up separate monthly technical coordination meetings to be held as needed with technical professionals to be helpful. Later in the process, the CT will provide a draft list of projected GIS maps for including into both plans and will coordinate with CS technical team on provision of GIS shapefiles and ArcGIS StoryMaps.

1.2 Draft the Public Participation Plan (P3)

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This task will establish the GPU's community engagement approach and scope. Based on CS collaboration and feedback, the CT will prepare an extensive and inclusive outreach program. A standalone Public Participation Plan (P3) adopted by CC will be drafted to meet state statutes, serve as an updateable, living document throughout the process, outlining an overall schedule of events, notification techniques, strategies, and tools for gathering input, and both in-person and digital event format and venues. The CT's engagement approach is designed to keep community members informed throughout the planning process, gather feedback at critical points, and create local champions or ambassadors. A participation tracking system will ensure we hear from a broad representative demographic, including residents, business owners, employees, elected and appointed officials, visitors to the area, community groups and non-profits, and other invested partners. The P3 will include strategies and techniques to engage under-represented communities, such as youth, minority, low-income, and non-English speaking groups. The following list highlights several important components of the P3, and anticipated events and techniques are further articulated in Phase 2 Visioning and Gathering Input section of this scope.

- Branding Suite. The CT will collaborate with the Communication and Public Affairs (CAPA) Department and CS to create a unifying brand for the GPU. The intent is to build a unique and recognizable look with consistent messaging for the planning process and documents and meeting the city's branding standards. This branding suite will include templates for documents, maps, and printed materials as well as wearable items and swag that the city can purchase to match the established and approved brand created.
- In-Person Engagement. The CT will articulate a suggested series of in-person engagement events such as drop-in events, public workshops, TEDTalk events, educational public meetings with city boards, and immersion showcase events. The P3 will evolve these suggestions as discussed and refined with CS and CC.
- Online Engagement. The P3 will articulate online activities such as a project website, questionnaires, visual preference activities, and interactive community mapping to engage those unable to attend the meetings. These engagement opportunities will be marketed through material that the CT creates, and CS distributes to social media outlets, newsletter publications, and other methods.
- Participation Tracking Suite. The CT will develop a participation tracking tool that can quantify engagement based on certain characteristics. The CT will use this system to track participation from in-person events as well as online engagement to identify where we may need to pivot our approach to better engage underrepresented community members. The CT anticipates tracking the following characteristics of participants:
    - Geographic location: city resident, adjacent city, or county resident
    - Relationship to the city: business owner, resident, employee, and/or visitor
    - Demographics: age, race/ethnicity, and income level
    - Homeowner or renter
    - Full-time or second-home occupancy
- Under-Represented Engagement. The CT will host and facilitate select events in Spanish, with Spanish interpretation available by the CT or city. All engagement notification materials will be translated by CT or city and distributed in both English and Spanish. In addition, working with government and public policy classes, youth groups, student governments, and children in after school programs, and recreation and summer camps will reach voices typically left behind in planning processes.
- In the CT's experience, many community members find it hard to participate in in-person events due to the lack of childcare. While youth of all ages are welcome at any of the

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events, with catered activities and exercises for multiple ages, the CT can also work with local organizations to provide free childcare for participants at community events if deemed necessary during the process.

Key to under-represented engagement is to identify community champions or ambassadors which are liaisons or co- creators that would be willing to assist in the process, reaching out to their networks and serving as a familiar introduction between the planning team and community groups. The CT team will look to find these liaisons or co-creators throughout the process and can promote a Community Catalyst Program on the project website.

1.3 Hold Community Advisory Committee Kickoff Meeting

With CC direction and selection, the CAC will be established. After the CS and CC kickoff meetings, we will host an in- person CAC kickoff meeting to educate members on the overall process and purpose for the GPU and to obtain feedback on the P3.

1.4 Prepare Monthly Coordination Meetings and Progress Reports

For effective and regular communication, the CT will set up recurring monthly coordination meetings with CS. These meetings can be moved or canceled as needed and will provide a setting to gain feedback on the previous month's work and any in-progress deliverables as well as discuss upcoming events. Communication via email, phone, and text will also occur with the city's project manager throughout the month. The CT will provide monthly status updates in the form of written progress reports to articulate the percentage complete for each phase and task within the scope of services.

Phase 1 Deliverables and Meetings

- CS kickoff meeting (in-person)
- Existing Conditions Report (electronic)
- Public Participation Plan (P3) (electronic)
- CAC kickoff meeting (in-person)
- Monthly coordination meetings (in-person up to 20)
- Monthly progress reports (electronic up to 20)

PHASE 2 - VISIONING AND GATHERING INPUT

This phase will span nearly half the planning process and overlap with Phase 3 Drafting of the Plan. This concurrency ensures that community input and GPU is in concert and iterative, with many meaningful touchpoints

2.1 Present at City Council Kickoff Meeting

Early CC involvement and direction is critical for the success of the GPU. The CT team will assist CS in the initial kickoff meeting for CC early in the project. At this meeting, we will review the project schedule and strategy for community engagement and ask for input and adoption of the P3. It is anticipated that the CHP will also be discussed at this meeting. Though public engagement will not start in earnest until January 2025, we anticipate having and promoting the project-branded website and Q1 at this time.

2.2 Draft Vision Statement and Public Participation Summary

This document provided at the end of this phase will be a visually appealing, graphically rich, public-facing summary of all community engagement activities. We anticipate publishing it on the website and utilizing it as an appendix to the GPU doc.

2.3 Prepare Outreach Materials

Using the branding suite developed as part of the P3, the CT will create content to increase project awareness and encourage engagement. This may include postcards, flyers, newsletters, videos, radio, press releases, etc., to inform people about upcoming in-person

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and online public involvement opportunities. The CT will coordinate with CS and CAPA to distribute these across the local media outlets and platforms and will coordinate with the other concurrent planning efforts in as much as feasible.

2.3a. Launch website.

Using the PublicInput platform, the CT can create, host, and regularly update a dedicated, branded website where interested parties can obtain information, download documents, see future meeting dates and schedules, and sign up to get project updates. Additional information can be added to the website on a rolling basis throughout the project, such as draft documents as they are completed, embedded questionnaires, interactive mapping and document reviews, information about upcoming meetings, and meeting summaries. Content on the website can be viewed in a multitude of languages at the click of a button. Prior to launching the website and within the P3, the CT will work with CS and CAPA to capture a unifying brand for the GPU.

2.3b. Prepare and release Questionnaire 1.

An initial online questionnaire will be launched to gain feedback and perspectives from the community on perceived strengths, weaknesses, opportunities, and threats (SWOT) associated with city growth and development. Q1 will be promoted via social media as well as at the CC kickoff meeting and will help inform speaker topics for the TEDTalk Panel Event.

2.3c. Prepare and release Questionnaire 2.

Building on existing conditions and document review, early community responses from Q1, and interviews/listening sessions, the CT will create a second questionnaire to confirm what has been heard and to suggest a variety of aspirational principles and visual options that the community can comment on as precursor and concurrent with in-person visioning workshops.

2.3d. Prepare and release Questionnaire 3.

The results of the first visioning workshop and Q2 will help to inform Q3, which will be designed to align with activities and materials at the scenario workshops.

2.4 Prepare Informational Brochure

The CT will prepare a full color, informational brochure with frequently asked questions (FAQs) about the GPU and post to the project website. CS could distribute electronically and hard copy at public meetings and strategic locations throughout the city.

2.5 Facilitate Public Meetings

In addition to listed meetings, the CT will host informational booths at up to six drop-in events, such as but not limited to city and school events at local destinations to engage visitors, businesses, employees, and local community members in a casual and comfortable environment. The CT will work with CS early in the process to determine appropriate events or venues to attend within the timeframe of this phase such as the Chandler Ostrich Festival, Jazz Festival, or the All-American Bash.

2.5a. Prepare for and facilitate a TEDTalk Panel.

After the CC and CAC kickoff meetings and preliminary results of Q1, the CT will launch community engagement and discuss important topics facing the community via a TEDTalk-type event. This event would include panel members that are experts in critical areas such as water, housing, and economic growth and development. Hosting the event provides the following benefits to the process:

1) Improved engagement, clarity, and inclusivity while inspiring and mobilizing the community to support and actively participate in the Plan's implementation.

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2) Incorporation of multimedia, visuals, and varying levels of expertise in urban planning and city development. Storytelling techniques can make it easier to convey complex information and present data in a more accessible manner and create an engaging experience for the audience.
3) Increased buy-in by presenting the GPU in an engaging and inspirational manner. In addition to Elliot D. Pollack & Company with their expertise in housing and economic growth presentations, we have included Grady Gammage Jr., Arizona's premier water and land use attorney, who provides compelling and entertaining presentations and discussion on water and land use. It is anticipated that this event will take place at the Chandler Center for the Arts on a weekend night and can be live-streamed to garner a larger audience.

2.5b. Conduct public workshops.

Two in-person workshops are anticipated to take place on two different days and times. The first workshop will focus on visioning and refining areas of change within the city. The second workshop will reconfirm feedback and focus on choices and priorities for scenarios. These workshops will be interactive with live polling, digital mapping, and other interactive exercises. Each workshop will be designed with an orientation and overview presentation, along with small group discussion and exercises.

2.5c. Conduct listening sessions and one-on-one interviews.

Starting in early 2025, a three- to four-day series of up to 40 listening sessions/one-on-one interviews will be scheduled to discuss issues most important to the community; opportunities and ideas to integrate into the new plan; and desired plan outcomes. The CT will set up an electronic sign-up process and community members, local and regional partners, interest groups, Planning and Zoning Commission (P&Z), and CC will be invited to participate in these discussions.

2.5d. Facilitate presentations to city boards.

The CT will assist CS in publicly noticing and conducting up to seven educational meetings with the Transportation Commission, Parks and Recreation Board, Neighborhood Advisory Committee, Economic Development Advisory Board, Airport Commission, and P&Z. These meetings will provide each board with a briefing on the process and a summary of community engagement and feedback. These meetings also allow the opportunity to promote the GPU to any attending members of the public.

2.5e. Conduct Community Advisory Committee (CAC) meetings.

During this phase of the plan process, the CAC will participate at three strategic milestones, offering valuable insight and direction plan content to ensure a community-driven plan. The first two meetings will be held prior to and to discuss public workshops; the third meeting will be held to refine goals and policies prior to publishing the first draft of the GPU.

2.5f Prepare for and Host an Immersion Showcase Event

The CT will develop a digitally immersive showcase event to explore and discuss the transformation of a concept or several concepts based on input received during the community workshops, listening sessions/one-on-one interviews, and questionnaires. Traditionally, public engagement has relied on printed methods and static presentations. The Mobile Immersion Lab, however, offers the public an opportunity to view proposed concepts in a virtual environment, facilitating better comprehension and collaboration. We anticipate this event to occur at the Chandler ASU Innovation Center, and the CT will provide curved monitor displays for participants to view and give input on the fly.

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2.6 Prepare and Provide Meeting Minutes

The CT will produce summaries for meetings not formally transcribed by the city and including coordination meetings, workshops, listening sessions/one-on-one interviews, and other public events. The CT will submit the meeting summaries for review by CS.

2.7 Provide Meeting Summary Presentations

The CT will provide meeting summaries for public meeting workshops and questionnaires and publish these on the project webpage. Summaries will also be presented to CS, CAC, and at appropriate city boards and CC meeting(s).

Phase 2 Deliverables and Meetings

- CC Kickoff Meeting (in-person)
- Project website launch
- Questionnaire 1 (electronic)
- Informational brochure with FAQs (electronic)
- TEDTalk Panel Event (in-person)
- CAC Meeting 2 (in-person)
- Questionnaire 2 (electronic)
- Visioning Workshops 1 (in-person, two days)
- CAC Meeting 3 (in-person, two days)
- Scenarios Workshops 2 (in-person, two days)
- Questionnaire 3 (electronic)
- CAC Meeting 4 (in-person)
- Listening sessions/one-on-one interviews (up to 40 in-person interviews over four days)
- City Board Meetings (up to seven in-person meetings)
- Vision Statement and Public Participation Summary (electronic)
- Immersion Showcase Event (in-person)

PHASE 3 - DEVELOPMENT OF DRAFT GENERAL PLAN

The phase will span nine months, commencing with a plan outline and ending with the 60-Day Draft GPU in September 2025.

3.1 Provide General Plan Outline

For this task, the CT will provide CS with a draft outline of the GPU. Our understanding is that the city wishes to have both a digital living plan as well as a printable document. Therefore, there are options that the CT will discuss with CS at the kickoff meeting regarding the best route to accomplish these goals. Digital plans can have printable components or a separate plan outline can be drafted for a full electronic printout.

3.2 Outline GIS Maps

For this task, the CT will provide CS with an anticipated list of GIS maps for the GPU. To the extent practical, the CT will utilize existing data sources; however, there will likely be some collection of raw data or confirming data via windshield surveys. Strategies to obtain and produce the best quality and visually appealing maps will be discussed at regular GIS coordination meetings.

3.3 Hold Technical Advisory Committee (TAC) Meetings

The TAC will consist of city department representatives and will provide technical advice and review throughout this phase. Three meetings are anticipated: 1) kickoff/orientation, plan outline, and plan/code audit instructions; 2) plan/ code audit results, review of working drafts, and discussion implementation actions; and 3) review of the first draft and implementation actions.

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3.4 Facilitate Plan Production, Refinement, and Presentations

Drafting of the GPU will run concurrently with public engagement. As the GPU is drafted, concurrent public input received can be reflected in the text and revised or confirmed essentially in real time or in short order. The plan/code audit and workshops will inform working drafts to be reviewed by CS, TAC, and CAC.

3.4a Conduct plan and code audits and crosswalk analysis.

An electronic plan audit will be conducted of the city's 2016 General Plan, vision, core values, goals, and policies to identify the direction which should be carried forward in the GPU. The plan audit will be designed for input from CS, TAC, and P&Z. As part of the audit exercise, the CT will identify redundancies and best practices for consideration. This task will include a crosswalk analysis of the current plans' future land use categories and the city's current zoning districts to understand what has been implemented, and where there are inconsistencies or issues in planned uses. The zoning ordinance will also be preliminarily evaluated for consistency with anticipated changes. Changes to any codes or regulations are not planned as part of this scope but could be highlighted as future action items.

3.4b Draft working documents by chapter.

The GPU will include the 17 elements required by Arizona Revised Statutes Title 9 but their organization will be determined by the plan outline approved by CS. Generally speaking, the Plan will include an overview chapter, a chapter on community engagement, several chapters on goals and policies, a chapter on implementation and several appendices. The CT will take direction from CS but offer examples and suggestions. The Plan will be visually appealing and graphically rich. Regardless of structure, the CT will stagger working draft chapters to CS for review and comment prior to compilation into a first full draft. It can be expected that these early working drafts will be loosely formatted and contain questions for CS and TAC members.

3.4c Produce the first draft of the General Plan.

After the CT receives comments back on working drafts from CS, TAC, and CAC, the CT will create an edited and formatted first draft for a second review by each group. The results of this draft will be taken to CC and to the other city boards for review and input.

3.4d Refine the draft into the 60-Day Draft General Plan.

The 60-Day Draft is a statutory requirement with a mandated distribution list. It is during this time that plan drafting ceases and the public at large has a chance to review the plan. The CT will create the 60-Day Draft and update the 60-day list to include all community members engaged through the process. CS will distribute the plan from city email. The 60-Day Draft will be published on the website and Konveio software will be utilized for interactive document review of the Plan.

3.4e Present the plan to City Council.

As part of promoting the 60-day review to the public, the CT will assist CS in presenting an update to CC for their review and comment.

3.4f Present the plan to city boards.

As part of promoting the 60-day public review, the CT will assist CS in presenting an update to the city boards including the Transportation Commission, the Parks and Recreation Board, the Neighborhood Advisory Committee, the Economic Development Advisor Board, the Airport Commission, and P&Z for review and comment.

3.5 Provide Economic Growth Analysis and Goals

The CT includes Elliot D. Pollack & Company to lead the Comprehensive Housing Plan. Logan Simpson as the lead consultant will work collaboratively again with this subconsultant and CS

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to ensure comprehensive analysis and interrelatedness and goal development of the land use, economic growth, housing, and cost of development elements.

Phase 3 Deliverables and Meetings

- Draft Plan outline (electronic)
- Draft Maps list (electronic)
- TAC Kickoff Meeting (in-person)
- Plan Audit Summary (electronic)
- TAC Meeting 2 (in-person)
- CC Meeting 2 (in-person)
- TAC Meeting 3 (in-person)
- Working Drafts by Element (electronic)
- CC Meeting 3 (in-person)
- City Board Meetings (up to seven in-person meetings)
- First Draft General Plan (electronic)
- 60-day Draft General Plan (electronic)

PHASE 4 - PRESENTATION OF FINAL DRAFT FOR ADOPTION

4.1 Prepare and Provide Final Hearing Documents

After the 60-day public review period, the CT will prepare the final document in an interactive ArcGIS StoryMap and a PDF acceptable for professional printing. The CT will provide a comment matrix identifying submitted comments and how each was addressed. The CT will be responsible for posting the final hearing document on the project webpage and will host the StoryMap on the project website unless the city opts to host the project website.

4.2 Prepare and Provide Executive Summary

The CT will prepare an executive summary of the GPU in a professional and visually appealing pamphlet format that includes highlights, key goals and policies, and the future land use map for CS review. The CT will then produce a final draft in an electronic format acceptable for professional printing. The city will be responsible for printing copies for distribution to the public. The CT understands that the executive summary is expected to be presented together with the GPU for review and approval.

4.3 Prepare and Provide Final General Plan

Statutorily, the city must hold at least two P&Z hearings at different locations and one hearing for approval by CC. The CT will be available to attend all hearings and will assist in preparing and presenting with CS.

4.4 Provide Final Transmittal

After CC approval, the CT will provide a final post hearing document and all native files utilized in the process of the GPU.

Phase 4 Deliverables and Meetings

- Final hearing draft (electronic and paper)
- Executive Summary (electronic)
- P&Z Hearing 1 and 2 (in-person)
- CC Hearing 1 (in-person)
- Final post-hearing document and all native files (electronic)

COMPREHENSIVE HOUSING PLAN SCOPE OF SERVICES

The CHP will be completed in 10 months in a systematic and collaborative fashion as outlined in

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the following nine tasks below. The CHP will start with the General Plan Update (GPU) and run concurrently until approval of the CHP in June 2025. The approved CHP will be a standalone document but will be directly referenced in the GPU and inform related elements. The horizon of the CHP will be 10 to 15 years and will be designed to serve as the city's specific roadmap guiding policy decisions, resource allocation, and development practices related to housing in Chandler.

TASK 1 - PROJECT OVERVIEW

This phase will run throughout the development of the CHP until the CC Meeting in June 2025 and include a CS kickoff meeting and monthly coordination meetings.

1.1 Develop the Comprehensive Housing Plan (CHP)

The CT will provide a CHP that builds on the city's existing housing studies, meets Arizona statutory requirements, and comprehensively addresses housing needs for the entire community. It is envisioned that early in the course of this task a CHP draft outline as well as midway through the process a working draft chapters/sections will be provided to CS for review and comment. The key issues to be addressed in the CHP include but are not limited to the following:

- Ensure a diverse housing stock that meets the needs of all residents, from young professionals to growing families and seniors.
- Address the affordability gap for low to moderate income households.
- Balance new development with neighborhood preservation and community character.
- Align housing strategies with economic development goals and workforce needs.
- Incorporate sustainability and resilience in housing development.
- Ensure equitable access to housing opportunities across all segments of the population.

1.2 Conduct CS Kickoff and Monthly Coordination Meetings

Within 30 calendar days of the award, an in-person/hybrid project kickoff meeting will be held for approximately two hours. The primary purpose of this meeting will be to introduce the CT to the assigned CS, review communication protocols, and to review/refine the project schedules, obtain advice, and ideas about the direction and horizon of the CHP as well as the concurrent GPU. This meeting will be held at the same time as the GPU, but the CT understands that ultimately the CPH and GPU CS may be different and accordingly recurring monthly coordination meetings will likely be held separately.

Task 1 Deliverables and Meetings

- CS kickoff Meeting (in-person)
- CS Coordination meetings (up to nine virtual)
- Draft CHP outline addressing housing needs assessment, policy and regulations review, strategic development, and financial analysis (electronic)
- Working draft chapters/sections for housing needs assessment, policy and regulations review, strategic development, and financial analysis (electronic)

TASK 2 - DATA COLLECTION AND ANALYSIS

During this task, the CT will evaluate the Chandler housing market and regional economy and make a determination of the factors affecting housing values and rents and housing needs across all housing types including affordable, workforce, and market rate housing. A variety of data sources will be accessed for this task including public resources, such as the U.S. Census, and proprietary subscriptions held by the firm such as the Cromford Report, Costar, RL Brown Housing Reports, RealData, and the University of Arizona Forecasting Project. The outcome of this data collection and analysis will be succinctly summarized in an Existing Conditions Report and used as

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a basis for presentations to CC, the Neighborhood Advisory Committee, and the public as well as a springboard to create interview and survey questions.

2.1 Collect and Analyze Demographic, Economic, and Housing Market Data

Within the first three months of the project, the CT will collect and analyze demographic, economic, and housing market data. The most recent demographic data for the city will be collected and evaluated in terms of household income, family and household size, age, tenure (renter and owner), and education levels. The various income levels of households relative to the Area Median Income will be identified including extremely low, low, and moderate-income as well as those with incomes above 80% of AMI. Housing is an important economic development element that must be addressed to ensure a healthy economy. The analysis will evaluate the economic status of Chandler through available economic data that includes occupations, wage levels, employment and unemployment trends, commuting patterns, and forecasts for employment growth. In particular, commuting patterns may provide some insight into the availability of affordable housing in the city. Employee retention and attraction rates can be impacted by workers who must travel long distances to work due to the lack of affordable units.

2.2 Collect and Analyze Current Housing Stock, Affordability, and Future Needs

The CT will also collect and analyze current housing stock, affordability, and future needs within the city of Chandler for both existing and future residents. The city's recent updated Housing Needs Assessment (2024) will be a valuable resource for this part of the study. The analysis will evaluate the Chandler housing stock of multi-family units and single-family homes from the standpoint of vacancy rates, values and rents, age, and similar data. Historical trends in the housing stock over the past five years will be identified and evaluated including housing permit activity as available. Census data is typically not an accurate indicator of housing values and rents. For an understanding of real time values and rents, housing data will be collected from The Cromford Report (resale market data), RL Brown Housing Reports (newly built housing), RealData (apartment market), and Costar. Within this task, an inventory will be conducted of federal, state, or city-supported affordable housing projects or units in the city, particularly LIHTC assisted units. Our analysis will focus on both the rental and ownership housing market. The evaluation of the rental market will focus on the character of the rental inventory and the cost burden shouldered by renters. Similarly, the analysis of the owner-occupied market will focus on housing value trends over the past few years, affordability for first time buyers, and cost burden.

2.3 Identify Gaps in Housing Availability Across Income Levels

The CT will prepare a gap analysis as part of this task. The "gap" is the number of households within each income range that are burdened by housing costs (paying more than 30% of income for housing). The "gap" typically occurs at the lower end of the income range where there are more households than affordable units. For these households to find housing in a community, they must pay more than 30% of their income toward shelter or live in substandard and/or overcrowded conditions. The analysis will be conducted for both ownership and rental housing, comparing the number of units affordable to each income range. The analysis will result in determining existing housing needs across all income levels. Estimates will be developed for ownership and rental housing in the community, specifically addressing:

- Affordable housing for low and moderate-income households [incomes less than 80% of area median income (AMI)].
- Workforce housing for those households with incomes between 80% and 120% of AMI.

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- Market rate housing that will be available for households earning more than 120% of AMI.

Task 2 Deliverables and Meetings

- Existing Conditions Report (electronic)

TASK 3 - COMMUNITY ENGAGEMENT

The CT will make use of any existing and current city survey information on housing but will also conduct project specific engagement to determine the current needs and aspirations of community members. As part of the concurrent GPU process, a website is planned which will host a page dedicated to the CPH.

3.1 Conduct Stakeholder Interviews

One-on-one interviews with local government and business leaders, developers and homebuilders, and housing organizations to assess the housing market and the factors affecting affordability. These interviews will be conducted virtually through Microsoft Teams or Zoom meetings and can be one on one or group interviews. The CT will collaborate with CS to create an appropriate list of interviewees.

3.2 Hold Public Workshops and Release Online Questionnaires

The CT will be present at two public meetings, CC and Neighborhood Advisory Committee and will also hold and advertise a separate public workshop. Prior to the stakeholder interviews and public meetings, the CT envisions creating and distributing a questionnaire (this will be a component of the Q1 for the GPU) confirming information obtained on housing needs in the city. This questionnaire aims to gain community input on the overall housing needs with Chandler and will be promoted at interviews and public meetings. The questionnaire directed to both resident and employers will also delve into affordable housing issues and address topics such as where workers live, the retention and availability of workers, commute times, availability of rental units, household income, length of employment in the community, seasonality of employment, and similar topics. The questionnaire will be hosted online and will be promoted via social media and other venues agreed upon by the CT and CS. With the assistance of the city and other business organizations, employers would be contacted to request their assistance in participating. The CT will create any promotional material and either post it on the dedicated website or collaborate with CAPA for distribution.

3.3 Draft Public Engagement Plan

An important element of identifying housing demand and need is interaction with the community. Early in the process and in collaboration with CS, a public engagement plan (PEP) will be developed. The PEP will be drafted concurrently with the GPU public participation plan but is envisioned to be a separate standalone document. The PEP will be drafted by the CT and presentations to CC and the Neighborhood Advisory Committee will be held to gain input and acceptance for the engagement strategy. During these public meetings, both bodies will be asked to provide direction on the forthcoming engagement strategy (i.e., interviews and public workshop).

Task 3 Deliverables and Meetings

- Public Participation Plan - PEP (electronic)
- Questionnaire (electronic)
- Initial CC Presentation (in-person)
- Stakeholder interviews (virtual)
- Initial Neighborhood Advisory Committee Presentation (in-person)
- Public Workshop (in-person)

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TASK 4 - HOUSING NEEDS ASSESSMENT

4.1 – 4.3. Produce Housing Demand Projects, Access Special Needs Housing and Evaluate Regional Trends

A housing needs assessment will be a component of the CHP. Regional growth trends for metro Phoenix and the Southeast Valley will have a significant impact on the Chandler housing market. As the city's inventory of land available residential development continues to be depleted, housing prices have risen, and the market has begun the transition to infill and higher density products. This situation will continue in the future and may affect the types of new housing products that will be introduced to the community. Based on forecasted population growth, an estimate will be developed on future demand for housing and the need for a mix of unit types to address the housing cost burden and other factors affecting affordability. The updated Housing Needs Assessment will provide guidance on this task. Special housing needs for the senior and disable populations will be evaluated relative to the supply of housing.

TASK 5 - POLICY AND REGULATORY REVIEW

5.1 Examine Current Regulations and Policies

An evaluation of Chandler's land use controls, impact fees, and development review procedures will be conducted to identify any restrictions or barriers that may affect the development of affordable housing. The existing General Plan will be reviewed for policies and strategies that affect housing production matters along with a review of the city's density standards for multi-family and affordable housing.

5.2 Identify Housing Development and Affordability Barriers

Barriers to housing production can take various forms. A city's land use controls, impact fees, and building standards can inhibit various types of housing. Likewise, high construction costs due to the lack of labor and other housing resources have also contributed to declining affordability.

5.3 Craft Policy Recommendations

Land and lot prices, the rising cost of construction including labor, land availability, and similar factors all affect the ability to produce affordable units as well. The result of this task is to identify barriers to housing development and policy changes that will support the city's housing goals.

TASK 6 - STRATEGY DEVELOPMENT

6.1 Development Strategy Approach

With rising mortgage interest rates and construction costs, housing affordability has become a significant burden across the state for renters, home buyers, and homeowners. The purpose of this task is to prepare a comprehensive strategy to address Chandler's individual housing needs through innovative approaches.

Through various studies, the CT has analyzed how affordable housing-constrained communities approach their housing affordability problem and what lessons can be transferred to other communities. Many of the communities that were the subject of our investigations are in tourist-dominated economies where housing for workers is in severe shortage, such as in ski towns in Colorado and in certain communities in Arizona. By identifying the primary strategies employed by those communities, a "tool kit" of affordable housing concepts and approaches has been developed including the cost of those strategies. The tool kit will help to inform the strategies and initiatives that may be adopted as part of the Chandler Affordable Housing Strategy.

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Arizona has statutory limitations on the type and range of strategies that can be implemented for affordable housing. However, communities across the country and within Arizona have instituted affordable housing strategies that have improved the range of housing available to their residents. These and other strategies will be identified in this task. The Affordable Housing Strategy for Chandler will identify initiatives and strategies that may prove most fruitful for the community, taking into account the cost of the strategies, policy determinations of the city administration, and the local resources available to implement the strategies.

Through this task, the project team will evaluate the various initiatives and strategies outlined in the RFP including:

6.2. – 8. Address Affordable Housing Strategies, Workforce Housing Initiatives, Market-Rate Development Strategies, Preservation and Neighborhood Stabilization, Innovative Housing Solutions, Sustainability and Resilience, and Special Needs Housing

In addition to the above strategies and initiatives, the Affordable Housing Strategy for Chandler will need to address legislation recently approved by the State Legislature and Governor related to affordable housing.

HB 2721 requires cities with more than 75,000 persons to permit the development of duplexes, triplexes, fourplexes, and townhomes in single family residential areas within one mile of a central business district. Additionally, 20% of new single family housing developments of ten acres or more may include these middle housing types. Cities must adopt new zoning code provisions to implement the law by January 1, 2026.

SB 1611 requires cities with more than 30,000 persons to adopt a housing needs assessment beginning January 1, 2025, that includes certain reporting requirements on projected job and population growth, the amount of residentially zoned land, and total need for housing units. In addition, an annual report must be submitted to the Department of Housing on proposed housing units, housing units platted, issued a permit, and received a certificate of occupancy. The report must also include the progress in meeting a city's housing needs.

6.9 Draft the Implementation Framework

Based on the range of identified strategies and initiatives considered for the city, an implementation framework/matrix will be developed that prioritizes the strategies based on city housing needs, identifies key implementation partners, provides a timeline for implementation, and establishes key performance indicators.

6.10 Draft Funding and Resource Allocation, Regulatory and Policy Recommendations, and Partnerships and Collaboration

The final strategy will address funding, regulatory and policy recommendations, and partnerships.

TASK 7 - FINANCIAL ANALYSIS

7.1 Identify Funding Sources and Financing Mechanisms

A key issue in development of the CHP is linking the strategies and initiatives to the limited financial resources that may be available at the local, state, and federal levels. A variety of approaches will be considered including housing bonds, Government Property Lease Excise Tax (GPLET) mechanisms, sales or property tax levies, regulatory approaches (inclusionary zoning), and other options that will be researched. As noted previously, Arizona has statutory limitations on funding and regulatory approaches that may restrict the ability of a city to address affordable housing.

7.2 Identify Public-Private Partnerships

Public-private partnerships will be investigated including resources that may be available from

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non-profit organizations on housing counseling and development.

7.3 Draft Cost Estimates

Cost estimates will be developed for the strategies outlined in the CHP, recognizing the resources available to the city.

TASK 8 - FINAL REPORT AND PRESENTATION

8.1 Prepare and Present the First Draft of the CHP

After comments on the respective working draft chapters/sections, the CT will provide CS with a draft CHP report to review and comment. Prior to the final presentation to CC in June 2025, the CT will present the first draft report to both the Neighborhood Advisory Committee and distribute the draft to stakeholders that were engaged during the process.

8.2 Prepare and Present the Final Draft of the CHP

After these presentations, the final draft plan will be prepared with the executive summary and presented to CC.

8.3 Prepare the Final Document and Executive Summary

After CC approval of the CHP, the CT will provide a final document with executive summary and all native files to CS.

Task 8 Deliverables and Meetings

- First Draft CHP (electronic)
- Final Neighborhood Advisory Committee Presentation (in-person)
- Final Draft CHP with Executive Summary (electronic)
- Final CC Presentation (in-person)
- Final documents and native files (electronic)

TASK 9 - DELIVERABLES

9.1 Provide Monthly Progress Reports

Written electronic monthly progress reports will be provided to the city concurrent with monthly invoicing.

9.2 Provide Draft Reports

An electronic first draft CHP and Final Draft CHP with executive summary will be provided as noted in 8.1 and 8.2 above.

9.3 Provide Final CHP Document

A final CHP along with an executive summary will be provided as noted in 8.3 above.

9.4 Provide Presentation Materials

For all meetings, the CT will provide an agenda, any needed presentation materials, and summary notes (with the exception of city board meetings where meeting minutes are conducted by the city). It is anticipated that these materials will be electronic but in the case of in-person public meetings, paper materials will be provided to the public.

9.5 Collect GIS Data and Create Maps

As illustrated on the tentative project schedule, GIS maps and data will be collected and provided throughout the process. With provision of the draft CHP outline, the CT will provide a list of any anticipated GIS maps. The CT will work seamlessly and collaboratively with the city's GIS team for collection and provision of GIS data and maps.

Task 9 Deliverables and Meetings

- Monthly Progress Reports (electronic – up to nine)
- All Presentation Materials and Meeting Summary notes (electronic)

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ADDITIONAL SERVICES

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

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EXHIBIT B
COMPENSATION AND FEES

GENERAL PLAN UPDATE PRICE PROPOSAL

Fees are inclusive of all services described in the Scope of Services.

Description	Fees
Phase 1: Project Start-Up	$44,130
Phase 2: Visioning and Gathering Input	$177,040
Phase 3: Development of Draft General Plan	$151,155
Phase 4: Presentation of Final Draft for Adoption	$32,810
Project Total	**$405,135**

COMPREHENSIVE HOUSING PLAN PRICE PROPOSAL

Fees are inclusive of all services described in the Scope of Services.

Description	Fees
Task 1 – Project Overview	$4,764
Task 2 – Data Collection and Analysis	$23,600
Task 3 – Community Engagement	$12,760
Task 4 – Housing Needs Assessment	$12,987
Task 5 – Policy and Regulatory Review	$11,487
Task 6 – Strategy Development	$10,200
Task 7 – Financial Analysis	$12,487
Task 8 – Final Report and Presentation	$14,751
Task 9 – Deliverables	$6,967
Project Total	**$110,003**

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HOURLY RATES

Rates will serve as the basis of fees for services, should the city require services in addition to the Scope of Services

Logan Simpson

Team Member	Hourly Rate
Bruce Meighen	$295
Megan Moore	$180
Terri Hogan	$190
Sandra Hoffman	$180
Jennifer Gardner	$175
Kristina Kachur Webb	$150
Emily Bitler	$155
McKayla Dunfey	$135
Daniel Morgan	$130
Ben Oesterling	$105
Support Staff	$125 - 195

Elliot D. Pollock & Associates

Team Member	Hourly Rate
Rick Merritt	$225
Danny Court	$200
Support Staff	$125

Kimley-Horn

Team Member	Hourly Rate
Robert Lyons	$325
Michael Grandy	$290
Chris Joannes	$215
Support Staff	$125

Gammage & Burnham

Team Member	Hourly Rate
Grady Gammage, Jr.	$750

Upfront

Team Member	Hourly Rate
Jessica Sarkissian	$190
Support Staff	$125

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EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

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

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

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

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

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

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3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

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

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

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to

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liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. CP25-030

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
Daniel Haskins, Capital Projects Division Manager
From: Alyssa Siqueiros, Construction/Design Project Manager
Subject: Professional Services Agreement No. DS2402.201, with Greenlight Traffic Engineering, for the Traffic Signal at Gilbert Road and Amanda Boulevard Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. DS2402.201 to Greenlight Traffic Engineering, for the Traffic Signal at Gilbert Road and Amanda Boulevard Design Services, in an amount not to exceed $115,622.46.

Background/Discussion:

The purpose of the project is to design a signalized intersection at South Gilbert Road and East Amanda Boulevard. The city received requests from nearby residents, as well as the City of Chandler Fire Department, to install a traffic signal at this intersection. The city completed a traffic signal study in 2021, which determined a traffic signal is warranted at this location.

The project scope of work will consist of the design of a signalized intersection, as well as the evaluation of the existing conditions relating to ADA compliance, pavement and sidewalk quality, and streetlighting. In addition to the traffic signal system design, the project design will also incorporate pavement marking and signing, Intelligent Transportation Systems (ITS) components, fire department vehicle pre-emption, and various civil improvements.

The agreement completion time is 450 calendar days following Notice to Proceed.

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 Transportation Services. Staff recommends approval of this agreement with Greenlight Traffic Engineering based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This project will be locally funded through the Traffic Signal Additions program in the amount of $115,622.46.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.1560.6516.6DS322	Streets General Obligation Bonds	Traffic Signal Additions	$115,622.46	Y

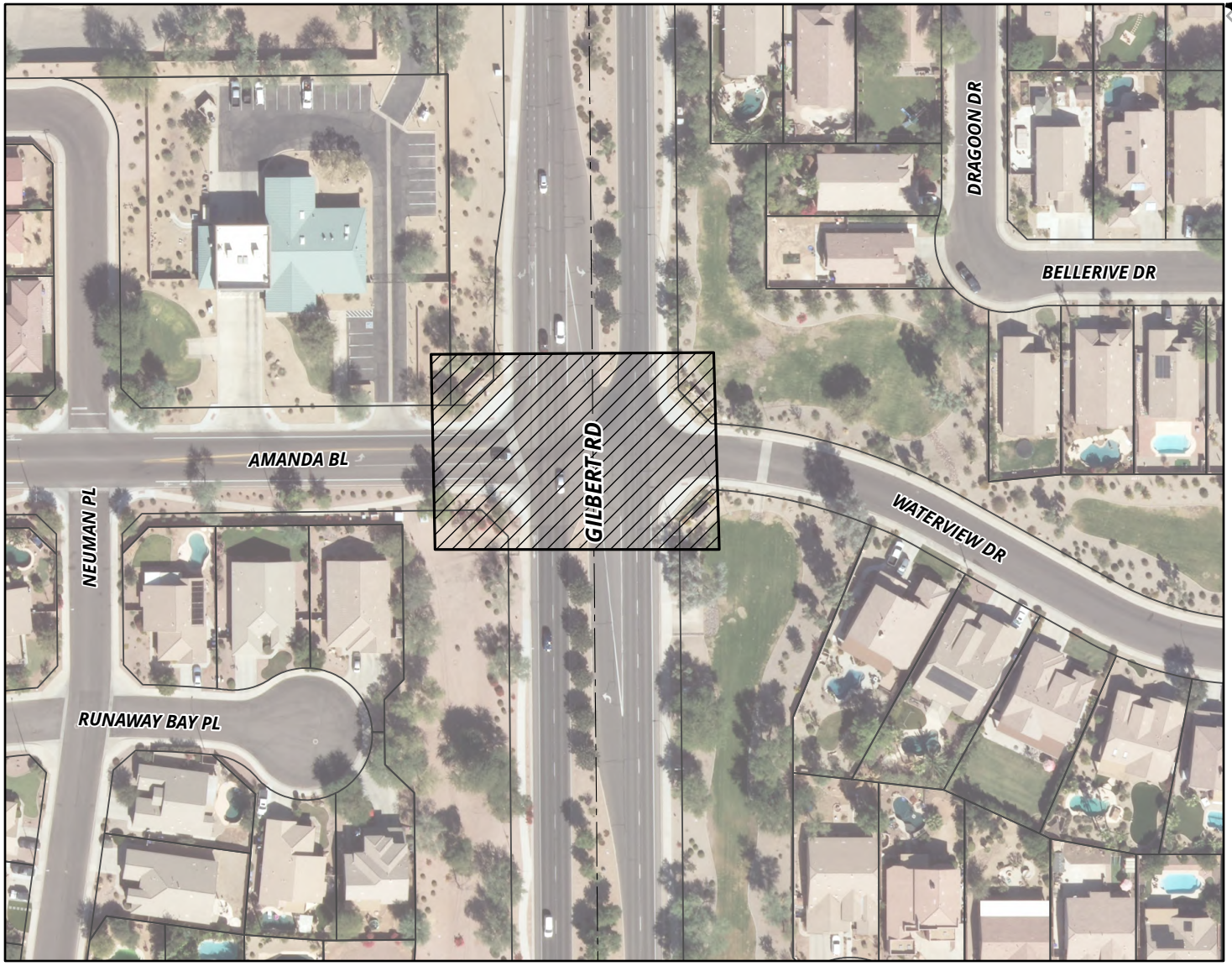
Attachments

Location Map

DS2402.201 Agreement

CITY OF CHANDLER TRAFFIC SIGNAL AT GILBERT RD AND AMANDA BLVD PROJECT NO. DS2402.201





MEMO NO. CP25-030

NEW SIGNALIZED INTERSECTION

NTS

ChanGIS

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PROFESSIONAL SERVICES AGREEMENT
Design Services
TRAFFIC SIGNAL AT GILBERT ROAD AND AMANDA BOULEVARD
Project No. DS2402.201
Council Date: October 17, 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 **GREENLIGHT TRAFFIC ENGINEERING, LLC**, an Arizona LLC, ("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 **Design Services** for **TRAFFIC SIGNAL AT GILBERT ROAD AND AMANDA BOULEVARD** 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 **450** 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 **$115,622.46** 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:**	Greenlight Traffic Engineering, LLC
	Mailing Address:	14050 N 83rd Ave, Ste 290, Peoria, AZ 85381
	Physical Address:	SAME
	Statutory Agent Name:	Daniel Miranda
	Statutory Agent Mailing Address:	70 S Val Vista Dr, Suite A3-222, Gilbert, AZ 85296
	Statutory Agent Physical Address:	1340 E Horseshoe Ave, Gilbert, AZ 85296
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Scott Kelley
	Title:	Principal
	Phone:	602-499-1339
	Email:	scottk@greenlightte.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 Ill 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 Ill 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 ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") 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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
GREENLIGHT TRAFFIC ENGINEERING, LLC

Signature Date

Scott Kelley
Print Name

Principal
Title

scottk@greenlightte.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

Greenlight Traffic Engineering

September 6, 2024

Ms. Alyssa Siqueiros
Design Project Manager
City of Chandler
215 E Buffalo St
Chandler, AZ 85225

Re: **Scope of Work**
City Project No: DS2402.201
Project: Gilbert Road & Amanda Boulevard Traffic Signal

Dear Ms. Siqueiros,

Greenlight Traffic Engineering, LLC (Greenlight) has prepared our scope of work and fee proposal for completing the **Gilbert Road & Amanda Boulevard Traffic Signal** (Project) for **City of Chandler**.

The primary purpose of the Project is to design a traffic signal and reconstruct curb ramps as needed to meet ADA requirements. Major Project work elements will include installation of a 4-leg traffic signal; curb ramp reconstruction; utility engineering and avoidance; ITS wireless communications; intersection lighting; and intersection and approach signing and pavement marking.

Chandler Fire Department Station No. 7 is located on the northwest corner of the intersection. Coordination with the fire department will be required during the Project design to determine the appropriate intersection pre-emption equipment, and appropriate traffic control procedures to be followed during construction. In addition, the intersection is adjacent to the Cooper Commons and Springfield Lakes neighborhoods. Coordination with the homeowner's associations for these neighborhoods will be required as part of the public involvement for this Project.

The following text outlines the anticipated tasks and effort to complete the work. The total fees requested for the project are as follows:

Task	Firm Name	Fee
Primary Tasks		
Design Fee	Greenlight/TYLin	$80,775.38
Owner's Contingency @ 10%	Greenlight	$8,077.54
	Primary Task Sub-Total	*$88,852.92*
Allowances		
Legal Descriptions	TYLin	$3,716.94
Landscape/Irrigation Coordination	TYLin	$2,022.60
Potholing	Safe Site	$17,690.00
Public Involvement Support	YPMO	$3,340.00
	Allowances Sub-Total	*$26,769.54*
	Primary Tasks + Allowances Total	**$115,622.46**

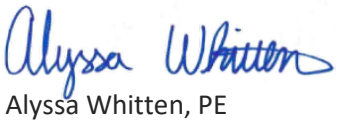
A detailed scope and fee are provided in Attachment A and Attachment B, respectively. Detailed scope and fee documentation for all sub-consultant work is provided in Attachment C.

An design schedule of approximately 8-months from notice to proceed (NTP) is anticipated for this Project. A detailed schedule is shown in the table below:

Milestone	Duration	Schedule
City Council Meeting/Scope Approval	---	10/17/2024
Anticipated NTP	2 weeks	10/28/2024
Design Kick-off Meeting	1 week	11/4/2024
Survey/Utilities Base Map Complete	5 weeks	12/9/2024
30% Design Layout	4 weeks	1/6/2025
30% Coordination Meeting	4 weeks	2/3/2025
SRP Electrical Design Initiated	---	2/3/2025
60% PS&E	6 weeks	3/17/2025
60% Coordination Meeting	4 weeks	4/14/2025
Potholes Initiated	---	4/14/2025
Potholes Completed	4 weeks	5/12/2025
SRP Electrical Design Completed	16 weeks	5/26/2025
90% PS&E	2 weeks	6/2/2025
90% Coordination Meeting	6 weeks	7/14/2025
Final PS&E	2 weeks	7/28/2025

On behalf of the Greenlight team, we look forward to working with **City of Chandler** to complete this important project.

Sincerely,
Greenlight Traffic Engineering, LLC



Alyssa Whitten, PE
Project Manager
alyssaw@greenlightte.com
(602) 510-6615

Attachments:

A – Scope of Services/Schedule
B – Fee Schedule
C – Sub Consultant Scope and Fee

DS2402.201 – Traffic Signal at Gilbert Rd and Amanda Blvd

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

1. PROJECT MANAGEMENT AND COORDINATION:

1.1 **Invoicing and PM Reports**: Greenlight will prepare and electronically transmit monthly invoices to the City's Project Manager and City's Capital Projects accounting department. Greenlight will include a Project Manager's report summarizing:

a. Past work effort
b. Planned work effort
c. Scope changes/value added to date
d. Schedule status
e. Budget status
f. Input needed from City
g. Other issues and/or concerns

This task includes preparation of up to eight (8) invoices and project manager reports estimated at 1 hour each.

1.2 **City Coordination**: Greenlight will coordinate with the City's project manager and functional groups to address day-to-day project items that need input from City staff.

1.3 **Internal and Subconsultant Coordination**: Greenlight will coordinate with internal staff and subconsultants to address day-to-day project items and execution of work. Time for these efforts includes eight (8) emails or phone calls per month for up to eight (8) months.

2. MEETINGS

2.1 **Coordination Meetings, Agendas, Draft Meeting Summaries, Final Meeting Summaries:** Coordinate meeting time, develop draft and final meeting agenda, and develop draft and final meeting summary for the following meetings:

a. Kickoff meeting x1
b. Preliminary Design Meeting X1
c. Final Design Meeting X1
d. Coordination and Comment resolution meeting x2

3. DATA COLLECTION

3.1 **Field Review**: Perform field review with project team

3.2 **eStake Ticket**: Initiate ticket with AZ 811 and obtain available utility mapping

3.3 **Utility Base Mapping (QL-C):** Develop CAD utility base file based on survey points and utility company mapping

4. UTILITY COORDINATION

Greenlight will coordinate with the various Project utility owners to incorporate utilities into the Project Construction Documents in accordance with the latest version of the Arizona Utility Coordinating Committee "Public Improvement Project Guide" (PIPG). Staff will maintain organized utility mapping files and a utility tracking matrix.

The City has indicated that a Utility Coordinator will be appointed for this Project. The Utility Coordinator will be engaged starting at the 60% design submittal and will review the design for any dry utility conflicts.

4.1 **Utility Tracking Matrix**: Develop and maintain a utility tracking matrix to document utility contacts, when utilities were received, when "No Conflict" letters were transmitted, as well as other pertinent information.

4.2 **No Conflict Letters:** Develop and transmit "No Conflict" letters to utility owners that are identified from the eStake ticket.

4.3 **Utility Conflict Review:** Identify any potential utility conflicts based on the utility conflict reviews and update the design accordingly.

4.4 **Electrical Point of Service Location and Electrical Design Coordination:** Greenlight will coordinate with the electrical service provider (SRP) for location of electrical point of service connection and electrical design approval. Greenlight will coordinate with the electric provider to initiate and finalize the electrical design.

5. CONSTRUCTION DOCUMENTS (PS&E)

5.1 **30% Preliminary Design Plan Submittal:** Prepare one (1) 30% traffic signal design layout sheet

5.2 **60%, 90% and Final/Sealed Plan Submittals:** Prepare up to ten (10) sheets for the 60%, 90%, and Final/sealed plan submittals. A summary of comments (SOC) will be provided with subsequent submittals.

The following plan sheets will be developed for submittal:

a. Cover Sheet (1)
b. General Notes (1)
c. Geometric Control (sub, 1)
d. Ramp Detail Sheets (sub, 1)
e. Traffic Signal Notes and Legend Sheet (1)
f. Traffic Signal Layout Sheet, 1" = 20' (1)
g. Traffic Signal Pole Schedule Sheet (1)
h. Traffic Signal Conductor Schedule and Equipment Details Sheet (1)
i. Signing and Pavement Marking Notes, Details and Legend Sheet (1)
j. Signing and Pavement Marking Plans, 1" = 40' (1)
k. Utility company detail sheet, NTS (1, if needed)

5.3 **Quantities and Engineer's Estimate:** Greenlight will calculate quantities and prepare an Engineer's Opinion of Probable Construction Costs. This will be submitted with the 60%, 90% and final/sealed plan submittals.

5.4 **Technical Specifications:** Greenlight will modify City technical specifications based on Project specific needs. The Project technical specifications will be compiled into a standalone document that will be submitted with the 60%, 90% and final/sealed plan submittals.

5.5 **Intersection Exhibit for Public Involvement:** Greenlight will develop an exhibit showing the proposed intersection improvements to be used as part of the public involvement outreach.

6. SUB-CONSULTANT SERVICES

6.1 **Topographic Survey and Base Mapping (TYLin):** TYLIN International (TYLin) will utilize Cooper Aerial Surveys Co. to collect and develop topographic survey and base mapping within an approximate radius of 200 feet around the intersection.

6.2 **Ramp Design (TYLin):** TYLin will design new ADA ramps and identify other

necessary improvements on up to (4) corners.

7. **ALLOWANCES**

7.1 **Owner's Allowance**: An Owner's Allowance of 10% will be applied to this project. This allowance will only be used with prior written approval from the City to cover unforeseen design tasks associated with the project.

7.2 **Legal Descriptions (TYLin)**: Provide up to four (4) legal description(s) for right-of-way (ROW) or temporary construction easements (TCEs).

7.3 **Landscape/Irrigation Coordination (TYLin):** TYLin will coordinate the landscape and irrigation within the intersection.

7.4 **Potholing Allowance (Safe Site):** – Safe Site will perform potholing for utilities in the vicinity of future traffic signal pole locations, as well as to determine location of other potential underground utilities to avoid conflicts during construction.

7.5 **Public Involvement Support (Your Project Marketing and Outreach):** Your Project Marketing and Outreach (YPMO) will initiate discussions with surrounding residents to build awareness and support of the traffic signal project. City team will determine if public outreach is necessary and will initiate public outreach tasks as needed.

EXHIBIT “B”
COMPENSATION AND FEES

Greenlight Traffic Engineering

DS2402.201 - Traffic Signal at Gilbert Rd and Amanda Blvd
EXHIBIT "B-1"
Lump Sum Cost Per Task

	TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Management and Coordination			**$ 12,100.00**
1.1	Invoicing and PM Reports	*$ 2,530.00*	
1.2	City Coordination	*$ 2,090.00*	
1.3	Internal and Subconsultant Coordination	*$ 7,480.00*	
Task 2.0 Meetings			**$ 4,400.00**
2.1	Coordination Meetings, Agendas, Draft Meeting Summaries, Final Meeting Summaries	*$ 4,400.00*	
Task 3.0 Data Collection			**$ 3,980.00**
3.1	Field Review	*$ 1,320.00*	
3.2	eStake Ticket	*$ 330.00*	
3.3	Utility Base Mapping (QL-C)	*$ 2,330.00*	
Task 4.0 Utility Coordination			**$ 7,920.00**
4.1	Utility Tracking Matrix	*$ 2,640.00*	
4.2	No Conflict Letters	*$ 1,320.00*	
4.3	Utility Conflict Review	*$ 2,640.00*	
4.4	Electrical Point of Service Location and Electrical Design Coordination	*$ 1,320.00*	
Task 5.0 Construction Documents (PS&E)			**$ 33,640.00**
5.1	30% Preliminary Design Plan Submittal	*$ 3,940.00*	
5.2	60%, 90% and Final/Sealed Plan Submittals	*$ 18,360.00*	
5.3	Quantities and Engineer's Estimate	*$ 5,040.00*	
5.4	Technical Specifications	*$ 4,620.00*	
5.5	Intersection Exhibit for Public Involvement	*$ 1,680.00*	
Task 6.0 Sub-Consultant Services			**$ 18,735.38**
6.1	Topographic Survey and Base Mapping (TYLin)	*$ 3,876.94*	
6.2	Ramp Design (TYLin)	*$ 14,858.44*	
Task 7.0 Allowances			**$ 34,847.08**
7.1	Owner's Allowance (10% of Contract Cost)	*$ 8,077.54*	
7.2	Legal Descriptions (TYLin)	*$ 3,716.94*	
7.3	HOA Landscape/Irrigation Coordination (TYLin)	*$ 2,022.60*	
7.4	Potholing Allowance (Safe Site)	*$ 17,690.00*	
7.5	Public Involvement Support (Your Project Marketing and Outreach)	*$ 3,340.00*	
	TOTAL COST:		**$ 115,622.46**

Greenlight
Traffic Engineering

DS2402.201 - Traffic Signal at Gilbert Rd and Amanda Blvd
EXHIBIT "B-2"
Hours and Rates

		QAQC Manager	Project Manager	Engr / Designer	Admin	< PROJECT ROLE	
		Scott Kelley	Alyssa Whitten	Ivan Fraire	Nicole Schmidt		
		$ 220.00	$ 165.00	$ 100.00	$ 55.00	< HOURLY RATES	
TASK DESCRIPTION						**TOTAL HOURS PER TASK**	
Task 1.0 Project Management and Coordination		**8**	**60**	**0**	**8**		**76**
1.1	Invoicing and PM Reports	2	10		8	*20*	
1.2	City Coordination	2	10			*12*	
1.3	Internal and Subconsultant Coordination	4	40			*44*	
Task 2.0 Meetings		**5**	**20**	**0**	**0**		**25**
2.1	Coordination Meetings, Agendas, Draft Meeting Summaries, Final Meeting Summaries	5	20			*25*	
Task 3.0 Data Collection		**0**	**12**	**20**	**0**		**32**
3.1	Field Review		8			*8*	
3.2	eStake Ticket		2			*2*	
3.3	Utility Base Mapping (QL-C)		2	20		*22*	
Task 4.0 Utility Coordination		**0**	**48**	**0**	**0**		**48**
4.1	Utility Tracking Matrix		16			*16*	
4.2	No Conflict Letters		8			*8*	
4.3	Utility Conflict Review		16			*16*	
4.4	Electrical Point of Service Location and Electrical Design Coordination		8			*8*	
Task 5.0 Construction Documents (PS&E)		**16**	**88**	**156**	**0**		**260**
5.1	30% Preliminary Design Plan Submittal	1	8	24		*33*	
5.2	60%, 90% and Final/Sealed Plan Submittals	8	40	100		*148*	
5.3	Quantities and Engineer's Estimate	3	12	24		*39*	
5.4	Technical Specifications	3	24			*27*	
5.5	Intersection Exhibit for Public Involvement	1	4	8		*13*	

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.

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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.

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.

PROPOSAL FOR
GILBERT ROAD AND AMANDA BOULEVARD
TRAFFIC SIGNAL IMPROVEMENTS
CITY OF CHANDLER
PROJECT NO. TBD

TYLIN International (Consultant) shall prepare final design plans for modifications to the existing sidewalk ramps at the intersection of Gilbert Road and Amanda Boulevard. In addition, TYLin Sub Consultant Cooper Aerial shall provide survey including topo base mapping, right of way, centerline. The modifications will be based on the preliminary design layout for the traffic signal improvements provided by Greenlight Traffic Engineering. It is assumed that modifications to the existing pavement at Gilbert Road and Amanda Boulevard will not be required. Furthermore, the existing concrete valley gutter at Amanda Boulevard shall remain in place. The plans and specifications will be prepared based on the following scope of work:

Task 1 – Project Management, Meetings and Coordination

Consultant shall provide project management and coordination services required to complete the scope of work and coordinate the project with the City and stakeholders. The following is a list of anticipated activities:

- Project coordination with Greenlight Traffic Engineering and City staff.
- Supervise execution of work.
- Coordinate quality control reviews of project activities and deliverables.
- Prepare monthly invoices and progress reports.

Consultant has budgeted three (3) meetings as part of this task. Project management and coordination hours are estimated for the design duration (12 weeks), including City review and approval of the plans.

Task 2 – Site Visit / Data Acquisition

A site visit will be conducted by the Consultant to identify key areas of concern and engineering challenges that might have an impact on the project design. The site visit will familiarize us with the following:

- General topography
- Existing utilities
- Drainage conditions
- Adjacent development
- Existing landscaping
- Existing features such as fences, walls, signs, street lighting etc.

It is anticipated that Greenlight Traffic Engineering shall obtain any available as-built plans and maps from the City to assist in establishing the existing roadway right-of-way and infrastructure features. Greenlight Traffic Engineering shall provide any utility mapping from all owners having existing utility facilities present within the project roadways.

Task 3 – Development of Final Design Plans, Specifications and Estimate

Consultant shall prepare final design plans for the ADA ramps at all four corners. Plans will be prepared in AutoCAD format and according to City of Chandlers standards. The following is a list of sheets that are anticipated to be developed:

- Paving Sheet (1)
  - *Will include construction notes and quantities for removals and construction of ramps. Dimensions to right of way and easements will be provided as well as information regarding centerline and existing monuments. Any new Right of Way or Easements required shall also be depicted and dimensioned. Existing utilities will also be shown (base mapping provided by Green Light Traffic Engineering).*
  - *Scale: 1" = 20' H, 1"=2' V*

- Ramp Details Sheet (2)
  - *Will include details required for the construction of the new ADA ramps. Plans shall depict proposed traffic signal locations and proposed ramp dimensions, elevations and grading*
  - *Scale: 1" = 5' H*

A total of seven (7) sheets are anticipated to be prepared as part of this task. The following base files (proposed traffic signal improvements, proposed signing and striping and existing utilities) shall be provided by Greenlight Traffic Engineering.

Allowances

Task 4 – Survey Base Mapping

TY Lin Sub Consultant Cooper Aerial will establish centerline and right of way limits for both Gilbert Road and Amanda Boulevard. Furthermore, accurate mapping via total station will be provided for the intersection up to 200' in each direction.

Task 5 – Legal Descriptions and Exhibits

For budgetary purposes, TY Lin Sub Consultant Cooper Aerial has included an allowance for preparation of legal descriptions and exhibits (up to four).

Task 6 – HOA Coordination

For budgetary purposes, Consultant has included an allowance of $2,022.60 for coordination with HOA in the area to discuss possible landscaping impacts.

Task 7 – Reimbursable Expenses

For budgetary purposes, Consultant has included an allowance of $500.00 for reimbursable items such as copies, mail, mileage, delivery services. All reimbursable items shall be invoiced by the Consultant at direct cost. Cost data (backup) will be included with the appropriate invoices.

Submittals

Consultant shall submit the following documents as part of this contract:

- 30% Roll Plot Exhibit
- 60% Plans and Estimate, one (1) electronic copy (PDF), and CAD files.
- 90% Plans, Specs and Estimate, one (1) electronic copy (PDF), and CAD files.
- FINAL Sealed Plans, Specs and Estimate, one (1) electronic copy (PDF), and CAD files.

Contract Exclusions

- Geotechnical Report
- Environmental Documentation
- Drainage Report / Memorandum
- Public Outreach
- Potholing Services
- Any other services not specifically included as part of this proposal

The total professional fee requested for the completion of these tasks is based on a Lump Sum in the amount of $24,974.92 (See attached Exhibit 'A' - Compensation).

Should you have any questions and/or require additional information, please contact me.

Sincerely,

Carlos Sanchez Soria, P.E.
Scottsdale Location Manager | Associate Vice President
Principal Project Manager

Cc: James Barr, P.E.

T:\Tempe\Marketing\Pursuits\Arizona\Greenlight\Gilbert Rd and Amanda Blvd\Gilbert Rd and Amanda Blvd_Scope of Services_8-20-24.doc

8/26/2024

TYLin

EXHIBIT "A"

CITY OF CHANDLER PROJECT NO. TBD

GILBERT ROAD AND AMANDA BOULEVARD TRAFFIC SIGNAL IMPROVEMENTS
PROFESSIONAL DESIGN FEES

TASK	DESCRIPTION	SENIOR PROJECT MANAGER $258.47		PROJECT ENGINEER $146.05		DESIGN ENGINEER $127.96		SUB CONSULTANT	TOTAL TYLI HOURS	TOTAL TYLI FEE
		Hours	$	Hours	$	Hours	$	$	Hours	$
BASIC SERVICES										
1	Project Management, Meetings and Coordination	4	$1,033.88	4	$584.20				8	$1,618.08
2	Site Visit/Data Acquisition			8	$1,168.40	8	$1,023.68		16	$2,192.08
3	Development of Final Design Plans	4	$1,033.88	16	$2,336.80	60	$7,677.60		80	$11,048.28
	SUB TOTAL PROFESSIONAL FEES BASIC SERVICES	**8**	**$2,067.76**	**28**	**$4,089.40**	**68**	**$8,701.28**		**104**	**$14,858.44**
ALLOWANCES										
4	Survey Base Mapping	2	$516.94					$3,360.00	2	$516.94
5	Legal Descriptions and Exhibits	2	$516.94					$3,200.00	2	$516.94
6	HOA Coordination	5	$1,292.35	5	$730.25			~~$3,200.00~~	10	$2,022.60
7	Reimbursable Expenses									$500.00
	SUB TOTAL PROFESSIONAL FEES ALLOWANCES	**2**	**$516.94**					**$6,560.00**	**14**	**$3,556.48**
	GRAND TOTAL PROFESSIONAL FEES	**10**	**$2,584.70**	**28**	**$4,089.40**	**68**	**$8,701.28**	**$6,560.00**	**118**	**$24,974.92**

PROJECT MANAGER
Dennis Harmon
253.344.9864
dennis@cooperaerial.com

Cost Proposal for Gilbert Road and Amanda Blvd

Carlos Sanchez Soria
TY LIN International Group -7690
1475 N. Scottsdale Road, Suite 450
Scottsdale, AZ 85257
480-968-8814
carlos.sanchez-soria@tylin.com

Proposal Date:
08/16/2024
Project Location:
chandler
85249

Cooper Aerial Surveys Co. is pleased to provide its cost proposal for aerial mapping and related services. This proposal is valid for thirty days from issuance date. The following is a summary of services to be provided. Please sign below and return the approved proposal to your Cooper Aerial Project Manager as acceptance of scope of services, proposed cost, and agreement to payment terms (30 days from completion of the work and provision of deliverables.)

Project Scope

Survey Services	No notes for this survey job. *Access shall be provided to the subject property prior to the commencement of work

Estimated Duration*

20 working days

* Expediting must be addressed upon project authorization and additional charges may apply.

Deliverables for Gilbert Road and Amanda Blvd

2D Planimetrics and Contours Civil3D (DWG), XML Surface file

COOPER AERIAL SURVEYS CO.

PROJECT MANAGER
Dennis Harmon
253.344.9864
dennis@cooperaerial.com

Project Notes

Cooper Aerial is pleased to provide surveying and mapping for the intersection of Gilbert Road and Amanda Blvd in the City of Chandler.

Survey Notes

Cooper Aerial will:

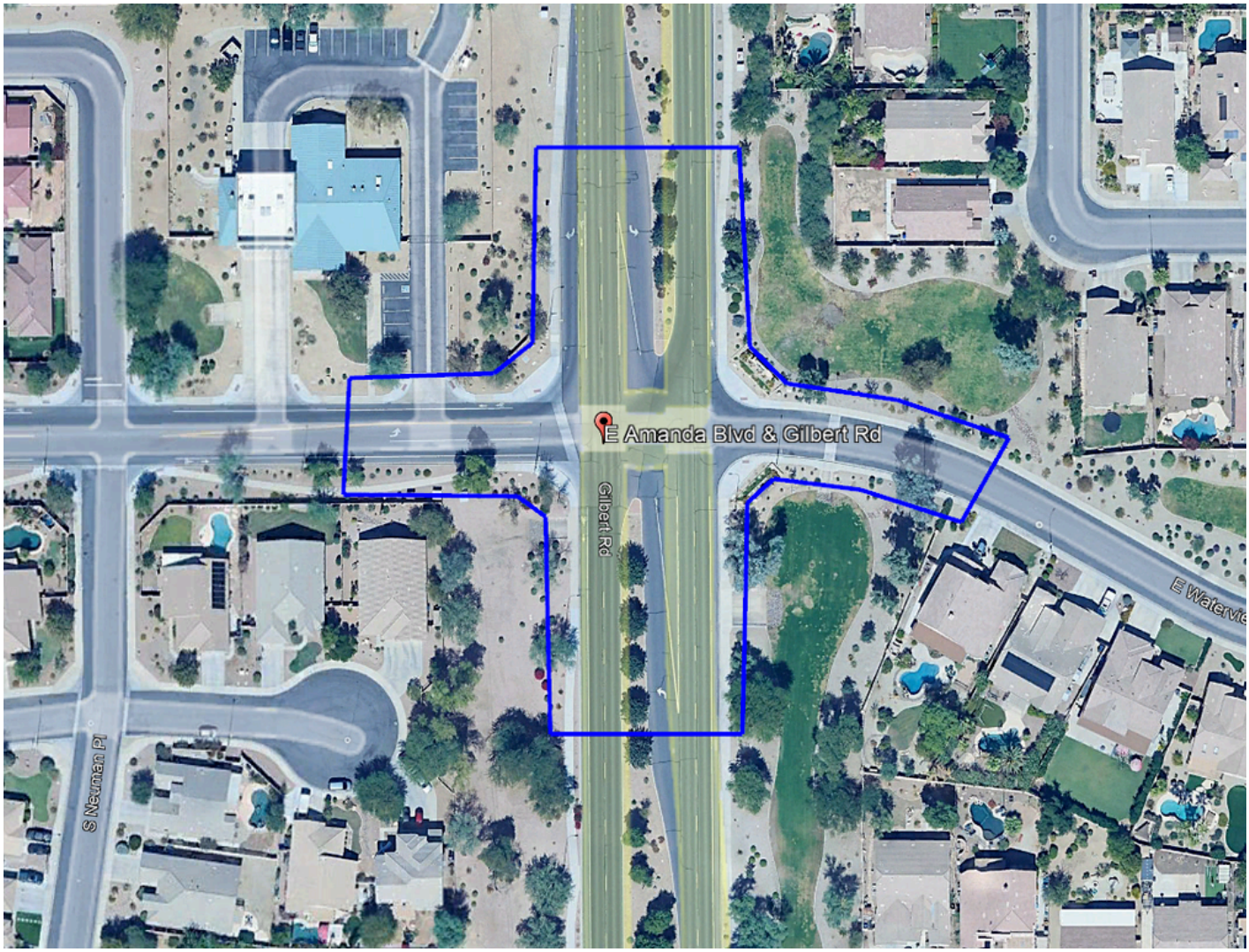
1. Collect sufficient monumentation to establish, the centerline and right-of-way limits of Gilbert Road and Amanda Blvd.
   - This is not a boundary survey, the right-of-way and centerline information will be established per Maricopa County Assessor information.
2. Provide accurate mapping via total station for the intersection.
   - contour interval will be 1'
   - mapping to extend 200' in each direction from intersection
   - mapping to extend 5' behind existing sidewalks
   - significant trees will be located within mapping limits
3. Provide up to 4 legal descriptions. ($800 each)

COST BREAKDOWN

Item 1&2: $3,360
item 3: $3,200

Mapping Limits

* Cost and estimated turnaround are for mapping limits show. Expansion of mapping limits will result in price increase and additional turnaround time.



Sincerely,

Dennis Harmon

CLIENT ACCEPTANCE

Printed Name:

Title:

Signature:

Date:

TOTAL FEE: $6,560.00

(plus taxes where applicable)

☐ * Check here if you give permission to Cooper Aerial Surveys Co. to use your project for marketing purposes.

All fees are listed in USD *Accounts not paid within 60 days of the date of the invoice are subject to a 2% monthly finance charge*

SAFE SITE UTILITY SERVICES, LLC
AZ-211956 NV-0078575
"The Professional Choice"
Serving Arizona, Nevada & Southern CA

QUOTE

Safe Site Utility Services LLC

Company Address	7623 N 73rd Dr Glendale, Arizona 85303
Phone	(602) 606-8882
Email:	Bids@safesitellc.com
Licenses:	AZ: ROC 211956 / NV: NSC 0078575

Created Date	7/26/2024
Quote Number	00004109
Opportunity	OP24-3303
Expiration Date	10/24/2024

Customer Information

Opportunity Name	Gilbert Rd & Amanda Blvd TS
Contact Name	Alyssa Whitten, PE
Account Name	Greenlight Traffic Engineering, LLC

Phone	(602) 510-6615
Email	alyssaw@greenlightte.com
Billing Address	14050 N 83rd Ave Suite 290 Peoria, AZ 85303

Work Site Info

Site Address: S Gilbert Rd & E Amanda Blvd, Chandler, AZ 85249

Scope of Work

Description

Perform Hydro-Excavation Services for traffic signal design at the intersection of Gilbert Rd. and Amanda Blvd.

- (4) Mast-Arm pole clearing holes - dimensions 3' X 8'
- (4) Non- Mast - Arm pole clearing holes - dimensions 3' X 6'

Contingency added for (4) additional pole clearing holes dimensions 3' X 6'; note that additional costs may be needed to complete additional pole clearing holes based on the location.

Additional Terms

-All pricing assumes pole clearing holes can be perform in dirt, no pricing for roadway/sidewalk cutting/restoration has been included.
-Should caliche, tree roots, concrete, rocks in excess of 6” diameter, or other materials encumber vacuum excavation, work will be halted and referred back to Client for alternative solutions which may include authorization to continue work at Hourly Rate of $265 per hour.
-Pricing assumes that any test holes that may fall within a concrete surface (I.e. sidewalk or driveway) will be moved (within a reasonable distance) to avoid cutting that surface. If a concrete surface does have to be cut, our pricing assumes we can core and reinstate per MAG Spec 212B. If the inspector requires us to replace the concrete panel, we will reach out to client to discuss alternatives to avoid those costs which, if incurred, would have to be passed through to client.
-Pricing assumes that we will have access allowing us to maneuver our truck to within 15’ of hole(s) to be excavated.

Product	Line Item Description	Sales Price	Quantity	Total Price
Pole Clearing Holes	(4) Mast-Arm Clearing Holes - 3' X 8'	$1,200.00	4.00	$4,800.00
Pole Clearing Holes	(4) Non-Mast-Arm Clearing Holes - 3' X 6'	$600.00	4.00	$2,400.00
Traffic Control	Lane Closures	$3,105.00	1.00	$3,105.00
Ancillary Costs (Permitting, Traffic Control, Back-fill, Etc.)	(City of Chandler) Associated Permitting Costs	$500.00	1.00	$500.00
Back-fill - Flowable Slurry	1/2 Sack Slurry Backfill	$3,312.00	1.00	$3,312.00
Survey & Stamped Report		$943.00	1.00	$943.00
CAD Services	Associated Survey: CAD Processing/Deliverable	$230.00	1.00	$230.00
Pole Clearing Holes	Contingency (4) Addt'l Clearing Holes - 3' X 6'	$600.00	4.00	$2,400.00

Totals

Total Price	$17,690.00

Payment Terms (Established Customers) - Net 30 Days - Any unpaid balance remaining beyond due date will be subject to interest at an annual rate of 18% (1.5% per month).

New Customer Policy - Full payment will be required upon completion of the services via credit card that has been pre-authorized. If charges for services are anticipated to be in excess of $1000, we will require a 35% retainer to be paid prior to commencement of services. Retainer payment can be made via check, ACH or credit card. If by credit card a 3% processing fee will be added.

DISCLAIMER: Safe Site will exercise its due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of above ground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conducive to GPR scans, Safe Site cannot guarantee that all utilities will be found. Please observe a buffer zone equal to 2 feet either side of our markings. Markings are only good for a period of 14 days. Please call us for remarking should your job extend beyond that time frame.

The Proposal/Quote is hereby accepted according to the Scope of Work, Fees and Terms and Conditions contained herein. Safe Site Utility Services, LLC is authorized to proceed with the work described and invoice Client upon completion.

_____ _____

Signature Date

_____

Printed Name

YPMO Estimate: Community Outreach/PR for Greenlight Traffic Engineering *(7/22/24)*

New Traffic Signal
Gilbert Road and Amanda Boulevard

	Hours	RATE	TOTAL	Task 1	Task 2	Task 3
LABOR				PIO Planning, Team Communication, Progress Mtgs and Coord.	Design Phase	Construction Hotline and Public Communication
Design Phase Services						
Senior PIO Manager	2	$ 140.00	$ 280.00	2	0	0
PIO Manager	22	$ 110.00	$ 2,420.00	8	6	8
Communications Specialist/Spanish Translator	0	$ 90.00	$ -	0	0	0
Graphic Designer	2	$ 80.00	$ 160.00	0	2	0
PIO Coordinator	0	$ 75.00	$ -	0	0	0
Administrative Assistant	6	$ 80.00	$ 480.00	6	0	0
SUBTOTAL LABOR	***32***		***$ 3,340.00***	***16***	***8***	***8***

Project Duration: 6 Months, Anticipated start August 2024

Project Scope: The City of Chandler is designing a new traffic signal for the intersection of Gilbert Road and Amanda Boulevard.

DIRECT EXPENSES	QUANTITY	RATE	
Construction Hotline: N/A	-	$ 20.00	$ -
SUBTOTAL DIRECT EXPENSES			***$ -***

TOTAL: NOT-TO- EXCEED	**$ 3,340.00**

Task 1: PI Planning, Team Communication, Progress Mtgs and Coordination
- PIO Planning with City, Engineer, and YPMO Team
- Communication with City staff, Engineer, and Contractors throughout design
- Prepare for and attend design phase progress meetings (4)
- Coordinate on-site meetings with HOAs (2)
- Monthly reporting (6)

Task 2: Design Phase
- Prepare design phase project notice to be emailed to the HOAs
- Communication with Chandler City Management as needed

Task 3: Project Hotline & Public Communication
- Communication with Springfield Lakes HOA and Cooper Commons HOA as needed
- Communication with team, as needed

YOUR PROJECT MARKETING & OUTREACH, LLC
3550 N. CENTRAL AVENUE, SUITE 1290, PHOENIX, AZ 85012 l Tel: (602) 795-1515 l Web: yourprojectmo.com

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-053

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH24-0018 Pecos & McQueen Storage
Request: Use Permit approval to allow a self-storage facility on a property zoned Community Commercial District (C-2)
Location: Southeast corner of Pecos and McQueen roads
Applicant: George Pasquel III, Withey Morris Baugh, PLC

Proposed Motion:

Move City Council approve Use Permit PLH24-0018, Pecos & McQueen Storage, allowing storage facility uses on the property, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- The subject site is zoned Community Commercial District (C-2).
- Zoning Code requires a Use Permit for self-storage facilities within the C-2 zoning district.
- The proposed self-storage facility will be completely internalized, meaning no exterior access will be provided to individual storage units.
- The subject site is approximately 2.8 acres.

Surrounding Land Use Data:

North	Pecos Road, then commercial center	South	Single-family residential
East	Single-family residential	West	McQueen Road, then vacant parcel

Proposed Development:

Building Square Footage	118,005 square feet
Max Building Height	31'
Parking Spaces Required	4 parking spaces
Parking Spaces Provided	12 parking spaces
Hours of Operation	Sunday-Saturday: Office Hours: 9:00am -6:00pm Customers with security access: 7:00am -10:00pm
Required Setbacks	Pecos Road: 50 feet McQueen Road: 50 feet South: 56 feet East 56 feet
Setbacks Provided	Pecos Road: 50 feet McQueen Road: 107 feet South Setback: 56 feet East Setback: 73 feet

Review and Recommendation:

This project will provide 800 to 850 internalized, general household-only storage units in a low-intensity commercial use that is not expected to produce noise, odor or late-night deliveries. Staff has reviewed the proposal against the Community Commercial (C-2) development standards and finds the proposal to be compatible with the surrounding land uses.

The site was annexed into the city in 2019; upon annexation, the parcel was given a zoning designation similar to what it was zoned within unincorporated Maricopa County. The property has been owned by Circle K since 1993 with the anticipation of a gas station/convenience store.

The proposed building has two drive-in loading areas, one at the northeast corner and the other at the southwest corner of the building, making it possible for customers to load and unload items inside the building without impacting adjacent properties. A 26-foot-wide driveway and a 25-foot landscape buffer are positioned along the southern portion of the site, providing a total building setback of 56 feet from the abutting residential lots. For privacy of nearby residents, the east and south elevations have very few glazing locations and site lighting is also limited on these facades. Additionally, cameras will monitor the drive aisle and building and will not be directed onto the adjacent properties.

The proposed building architecture consists of split-face charcoal gray concrete block, stucco and metal paneling. It utilizes a color palette of rust as well as a light and dark desert gray, which anchors the building to its surroundings. The southern elevation, which is adjacent to existing residential, employs concrete block bump-outs that increase in width at each iteration while the metal panel accents maintain their size. The sense of motion created by the architecture creates a neighborhood-friendly scale with minimal use of windows. The proposed building architecture complements the surrounding commercial corners at the intersection.

Staff finds the proposed self-storage facility aligns with the City of Chandler's Zoning Code and the goals and policies within the General Plan. Planning and Zoning Commission recommends approval.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on August 13, 2024. Six residents were in attendance. Those in attendance had general questions and were in support of the proposal.
- As of the writing of this memo, Planning staff is not aware of any opposition the the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission, September 18, 2024
Motion to Approve

In Favor: 5 Opposed: 1 (Heumann) Absent: 1 (Lopez)

Recommended Conditions of Approval

Planning staff finds the request to be in compliance with the General Plan and Zoning Code. Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

1. Development shall be in substantial conformance with exhibits entitled "PLH24-0018 Pecos & McQueen Exhibits" kept on file in the City of Chandler's Planning Division, 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;

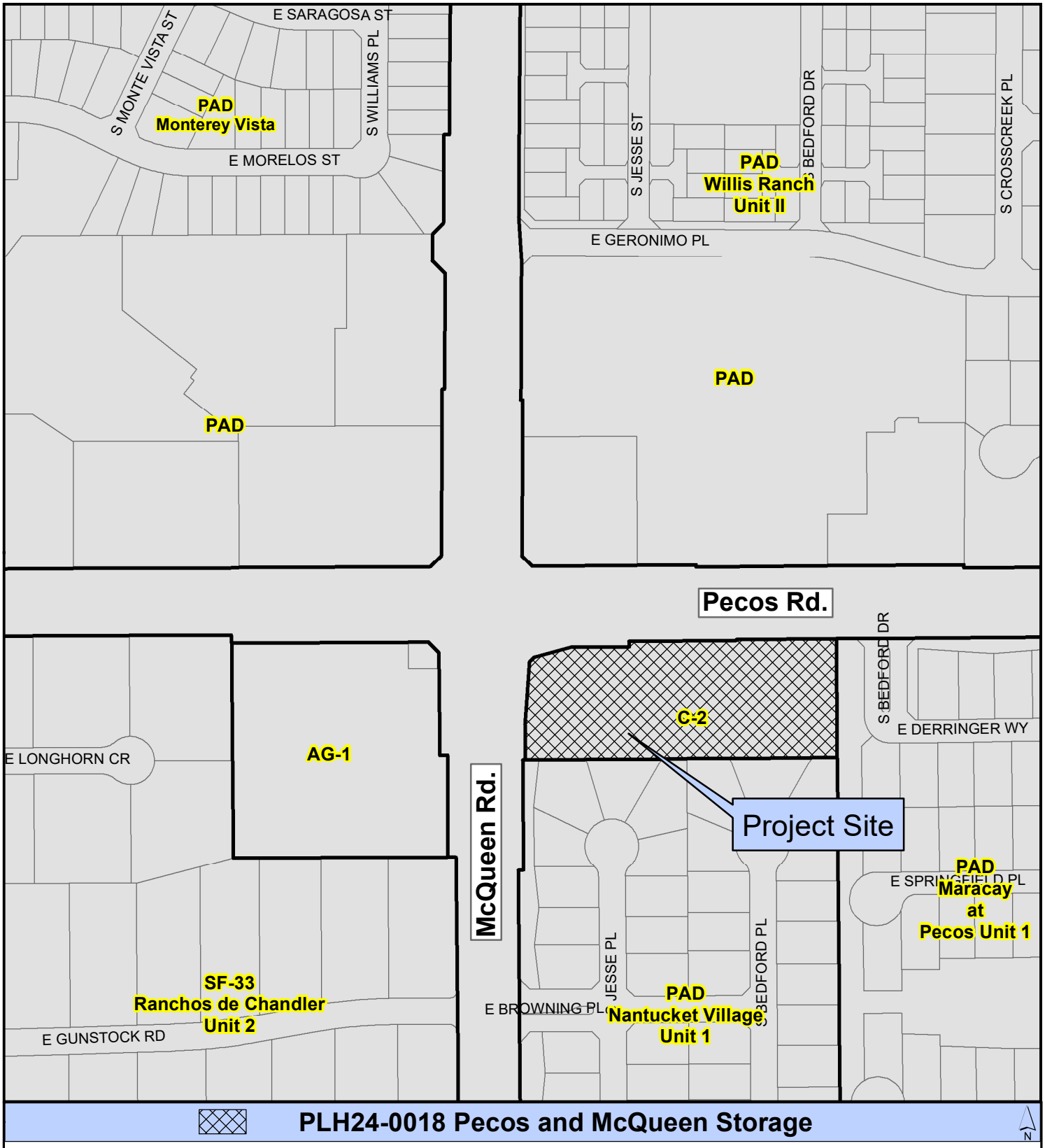
compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit apply.

3. Fifty percent of the trees planted along the arterial streets shall be a minimum of 36-inch box and be a minimum of 12-feet in height at the time of planting.
4. All mechanical equipment shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.
5. The site shall be maintained in a clean and orderly manner.
6. The landscaping shall be in compliance with current Commercial Development Standards.
7. The applicant shall provide a contact phone number for a responsible person to any interested neighbors or property owners to resolve any disturbances that may occur quickly and directly.

Attachments

Vicinity Maps

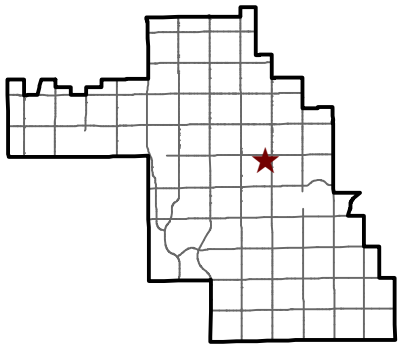
PLH24-0018 Pecos & McQueen Storage Exhibits



PLH24-0018 Pecos and McQueen Storage

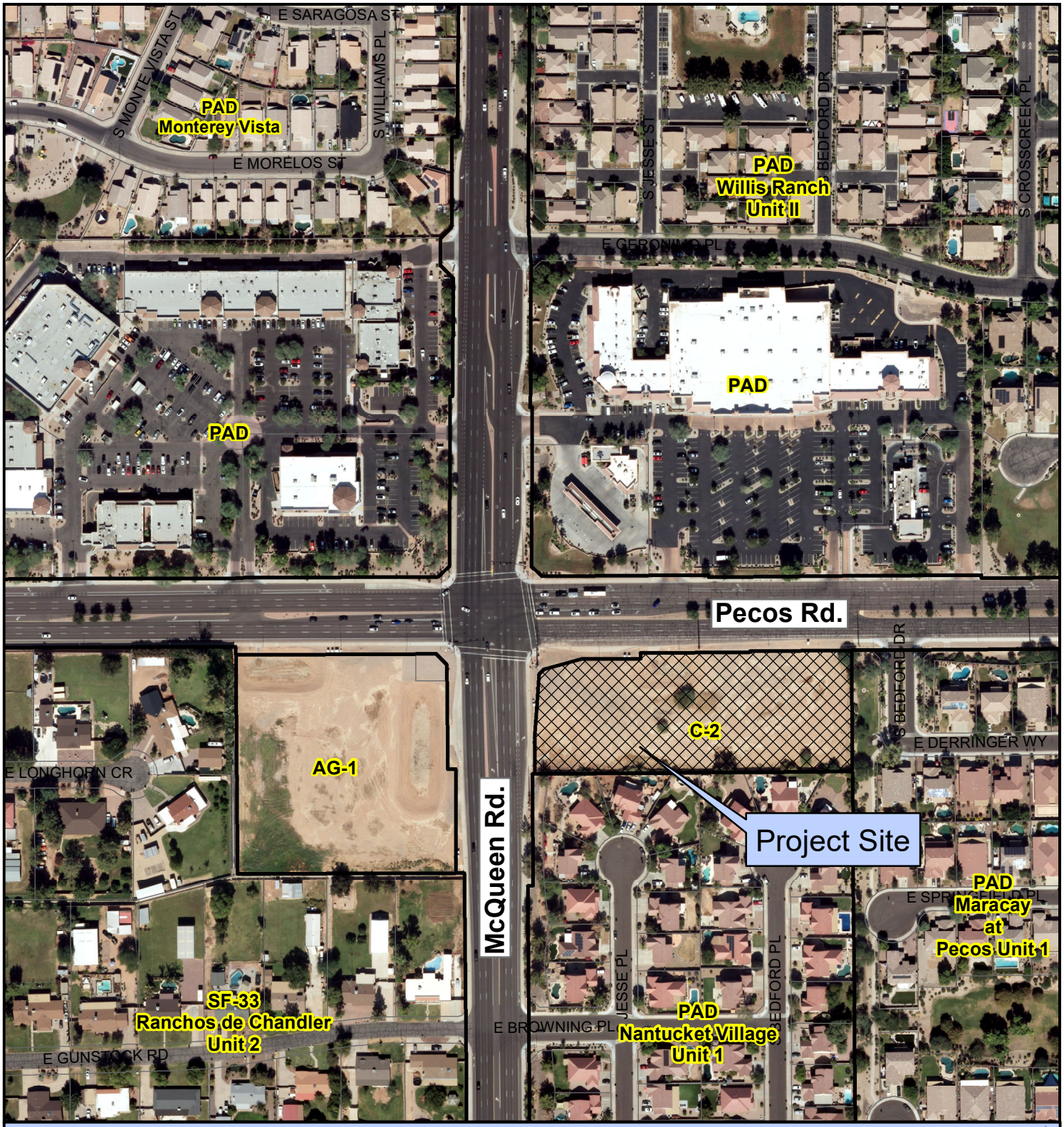
Proposed Project Details

Use Permit to allow a self-storage facility in Community Commercial (C-2) District



CHANDLER arizona

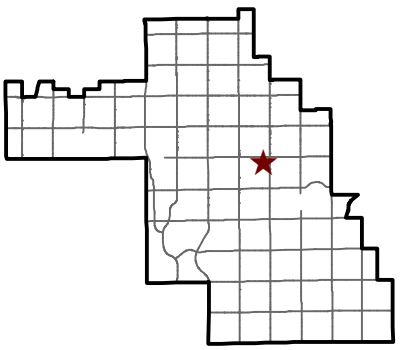
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH24-0018 Pecos and McQueen Storage

Proposed Project Details

Use Permit to allow a self-storage facility in Community Commercial (C-2) District

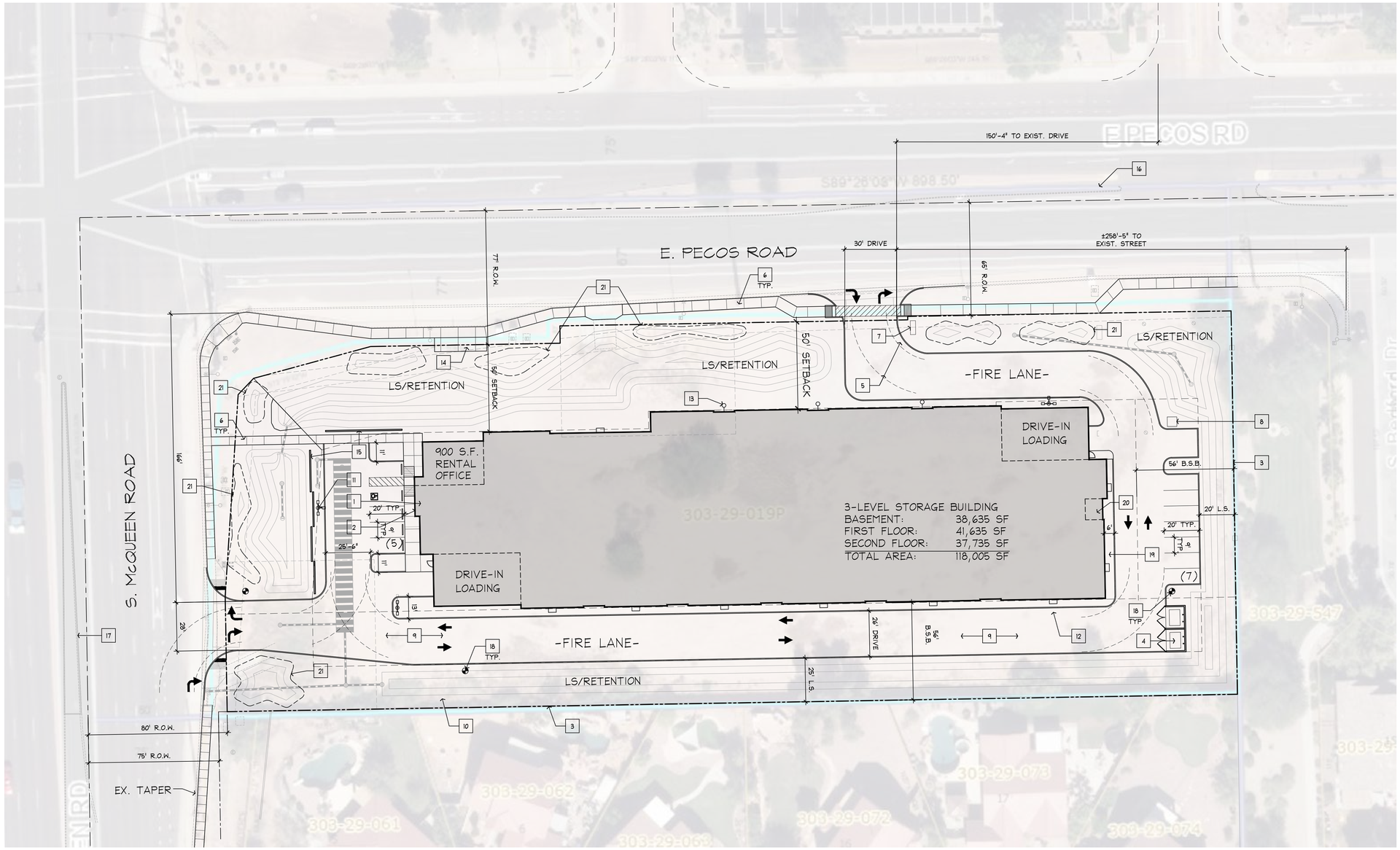


CHANDLER arizona

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

PECOS & McQUEEN STORAGE

17217 S. McQUEEN ROAD
CHANDLER, ARIZONA 85286
PROJECT NUMBER: 23024
DATE: 09.12.24



PROJECT DATA

PROJECT ADDRESS: 17217 S. McQUEEN ROAD
CHANDLER, ARIZONA 85286

ASSESSORS PARCEL NO.: 303-29-019P

ZONING DISTRICT: C-2

SURROUNDING ZONING DISTRICTS:
NORTH: PAD SOUTH: PAD
EAST: PAD WEST: AG-1

BUILDING SETBACKS:
NORTH: 50' REQUIRED, 50' MIN. PROVIDED
SOUTH: 56' REQUIRED, 56' MIN. PROVIDED
EAST: 56' REQUIRED, 56' MIN. PROVIDED
WEST: 50' REQUIRED, 50' MIN. PROVIDED

SITE AREA:
GROSS: 123,858 SQ. FT. = 2.84 ACRES
FRONTAGE: 36,443 SQ. FT.

BUILDING USE: INTERNALIZED SELF-STORAGE

BUILDING AREA:
BASEMENT LEVEL: 38,635 SQ. FT.
FIRST LEVEL: 41,635 SQ. FT. (900 SQ. FT. RENTAL OFFICE)
SECOND LEVEL: 37,735 SQ. FT.
TOTAL (GROSS): 118,005 SQ. FT.

BUILDING HEIGHT:
45'-0" MAX. ALLOWED
31'-0" MAX. PROVIDED

LOT COVERAGE: 41,635 SQ. FT. / 123,858 SQ. FT. = 33.6%

PARKING REQUIREMENTS:
REQUIRED: 4 (OFFICE @ 1/250 SQ. FT.)
PROVIDED: 12 SPACES (PLUS 2 LOADING SPACES)

RETENTION:
REQUIRED: MAX. 50% OF FRONTAGE AREA (36,443 SQ. FT. * .5 = 18,221 SQ. FT.)
PROVIDED: 13,020 SQ. FT. / 36,443 SQ. FT. = 35.7%

KEYNOTES

1. FIRE SPRINKLER RISER ROOM
2. FIRE DEPARTMENT CONNECTION
3. EXISTING 6' HIGH CMU SCREEN WALL
4. DOUBLE TRASH ENCLOSURE
5. FIRE DEPARTMENT TURNING RADII - 35' INSIDE, 55' OUTSIDE
6. NEW SIDEWALK, 5' WIDTH MIN.
7. PROPOSED MONUMENT SIGN LOCATION
8. PROPOSED ELECTRICAL TRANSFORMER LOCATION
9. PAVED ASPHALT DRIVE
10. RETAINING WALL
11. LED POLE LIGHT, TYP.
12. LED WALL-PAK, TYP
13. LED SCONCE, TYP.
14. NEW BUS SHELTER PAD PER C.O.C. DETAIL C-230
15. 3' PARKING SCREEN WALL
16. EXISTING RAISED MEDIAN
17. PROPOSED RAISED MEDIAN
18. PROPOSED FIRE HYDRANT, TYP. - SEE CIVIL
19. BASE LANDSCAPE AREA W/ 6" RAISED CURB
20. S.E.S. ROOM
21. BERM OUTLINE, TYP.

SITE PLAN
SCALE: 1" = 30'-0"

NORTH

0' 30' 60' 120'
SCALE: 1" = 30'-0"

rba architecture ▪ planning
88 south san marcos place
chandler ▪ arizona ▪ 85225
p. 480.377.2222
www.robertbrownarchitects.com

REGISTERED ARCHITECT
CERTIFICATE NO.
54220
KELLY
FERGUSON
Date Signed 9/12/24
ARIZONA, USA

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V:\1 RBA PROJECTS\23 Projects\23024 Pecos & McQueen Storage\Drawings\23024 AS1.11 Site Plan.dwg
Sep 12, 2024 - 10:53am

Pecos & McQueen Storage

Southeast Corner of Pecos and McQueen
Chandler, Arizona, APN No. 303-29-019P

Request & Background

The Applicant is requesting a Use Permit to allow for the development of this long-vacant parcel with a new, Class-A, internalized self-storage facility with associated improvements.

For years, the Property has been owned by the Circle K Corporation, who envisioned developing a convenience market on site. Their plans have since changed, providing the opportunity for this more compatible development. The project provides an ideal transition between two (2) heavily traversed arterials and the adjacent residential neighborhood. The proposed use will act as a buffer from these arterials, while also providing a low-intensity commercial use with predictable hours of operations without the negative aspects many other "by-right," commercial uses contain (noise, odor, late night deliveries, etc.).

Property & Background

The site in question is roughly 2.8-acres of vacant land located at the southeast corner of Pecos Road and McQueen Road. See aerials attached at **TAB A**. The Property has a General Plan designation of *"Neighborhoods*" and is zoned Community Commercial (C-2). See General Plan and Zoning Maps attached at **TAB B**. The C-2 district specifically permits "self-storage, mini-warehousing" with the acquisition of a Use Permit.

Adjacent Zoning & Uses

As noted above, the Property is zoned C-2 and undeveloped. The Property is at the intersection of two (2) major arterials (Pecos and McQueen), but also abuts single-family residential to the east and south. The proposed use creates a perfect buffer from the major roadways to the adjacent residential. Self-storage has predictable hours of operation, minimal traffic generation, and lacks most of the negative aspects produced by many other commercial uses (noise, odors, traffic, off-hour deliveries, etc.). The adjacent zoning and land uses include:

- North: Pecos Road. PAD with a developed commercial center
- East: PAD for single family residential.
- South: PAD for single family residential.
- West: McQueen Road. AG-1 undeveloped corner parcel, followed by SF-33 zoned single family residential.

Project Details

Site Design & Summary

The project consists of roughly 118,000 square feet of new, Class-A, internalized self-storage and associated improvements. A copy of the preliminary site plan is attached at **TAB C**. The project is custom designed for this unique site, providing large, landscaped setbacks along the south and east property lines. No outdoor storage is permitted, and the building is specifically designed with only interior accessed units (no exterior roll-up door units).

The building features one (1) basement level and two (2) above grad levels, topping out at 33'-4" in height, well below the permitted height. The site is accessed from either Pecos or McQueen with the office located closest to the intersection. Visitor parking is provided at two locations, but no parking occurs along the south property line. The internal drive aisle is positioned along the south portion of the site (along with a large landscape setback), providing additional buffer to the adjacent residential. The project will also complete the long lacking sidewalks along Pecos while also making significant pedestrian and landscaping improvements along both road frontages.

The project is in complete conformance with the required development standards of the C-2 zoning district. Preliminary development standards for the project include:

Standard	Provided
Building Setback • North – 50'-0" • South – 56'-0" • East – 56'-0" • West – 50'-0"	 • 50'-0" minimum • 56'-0" minimum • 56'-0" minimum • 50'-0" minimum
Landscape Setback • North – 50'-0" • South – 25'-0" • East – 20'-0" • West – 50'-0"	 • 50'-0" minimum • 25'-0" minimum • 20'-0" minimum • 50'-0" minimum
Building Height – 45'-0" max.	33'-4" feet (2 story)
Lot Coverage	33.6% (41,635/123,858)
Parking	12 spaces plus 2 loading spaces

Site Access

Access is provided from both McQueen Road and from Pecos Road. Both access points are limited to right-in / right-out only.

The proposed Pecos Road access driveway is located over 258' west of the existing Bedford Drive – exceeding the minimum separation requirement of 150'. This placement does not align with the existing median cut in Pecos Road, resulting in the limited right-in / right-out maneuvers as well as avoiding any conflicts with traffic maneuvers on the north side of Pecos Road.

The proposed McQueen Road access driveway is located just over 165' south of the intersection with Pecos Road. This driveway location is within an existing right turn lane on McQueen Road. We propose to extend the existing right turn lane to provide adequate space for vehicle stacking south of the new driveway into the storage site. The existing tapper will be adjusted as needed to accommodate lengthening of the turn lane. What we propose is the maximum vehicle stacking we can provide south of the driveway, while maintaining the ability to reconstruct the lane tapper with sidewalk and remain clear of the existing power poles in this area.

Building Architecture

Aesthetically, the proposal focuses on two interconnected ideas: connection to the surrounding environment and sense of motion. Situated on a narrow corner parcel immediately adjacent to residential on the south and east sides, it was important for the proposal to achieve program goals while respecting the privacy of the residents. As such, the southern and eastern façades have very few glazing locations, mostly limited to clerestory windows for natural lighting. Site lighting is also limited on these façades.

The palette of materials utilized includes a variety of concrete block, stucco and metal panels, which at the core feature a light and dark desert gray to anchor the building to its surroundings. Split-face charcoal gray concrete block and metal paneling add a distinct contrast and tie the main building mass to colorful perforated metal panel accents, starting the idea of motion on the northern façade. The color of these metal panels fluctuates, creating a sense of randomized motion.

At the rental office, a rust-colored roof element picks up this motion and transfers it to the southern façade where the metal panel accents continue. This time, however, the randomized colors are balanced by the steady growth of the surrounding concrete block bump-outs, which increase in width at each iteration while the metal panel accents maintain their size. This "inchworm" pattern furthers the sense of motion and creates a neighborhood-friendly scale without the use of windows. The idea of motion

creates variety at each façade, creating a bridge between visual interest and respect for our neighbors.

Landscape Design

Proposed landscaping consists of a variety of desert compatible trees, shrubs, accents, cacti with decomposed granite topping for dust control. Tree, shrub and accent placement along the north and west street frontages follows a random/natural arrangement following the contoured retention basins in these areas. The south and east landscape areas have a more linear arrangement to provide a uniform landscape buffer at all areas where this property abuts residential property. Tree and shrub selections were made to be compatible with established landscaping in the surrounding neighborhood.

Parking

The primary customer parking area is located on the west side of the building directly adjacent to the rental office entry. Five (5) regular parking spaces along with one (1) accessible space are provided at this location. An additional seven (7) regular parking spaces are provided at the east side of the site near the east drive-in loading area. These additional spaces are provided for customer use while visiting the facility. Additionally, two interior loading areas are being provided – one at the northeast corner and one at the southwest corner. These loading areas will provide a climate-controlled environment as well as buffer all loading activities from adjacent properties.

Hours of Operation

Office hours are typically 9am to 6pm with extended access for existing customers with security access from 7am to 10pm.

Contact Information

Should adjacent resident wish to contact a development representative, they may do so at:

David M. Brown
Wentworth Property Company
802 N. 3rd Avenue, Phoenix, AZ 85003
602.875.5014
dbrown@wentprop.com

Use Permit Criteria

Ordinance Section 35-305 discusses the review and approval criteria for Use Permits. To grant approval, two (2) conditions must be met:

1. *The request is in conformance with the general plan and its policies.*

   Response:
   The request is in conformance with and promotes numerous policies outlined in the Chandler General Plan. A sampling includes:

   1.1.1 Land Use & Development
   (f) Encourage compatible infill projects.

   - The project fills a long-vacant infill site with an appropriate, low-intensity use which will help to buffer the adjacent residential from these two (2) arterial roads.

   (h) Emphasize pedestrian and bicycle connectivity to transit facilities.

   - The project will complete a long missing segment of sidewalk along Pecos Road, while vastly improving the pedestrian comfort along both road frontages. New sidewalks, street lighting, and landscaping will be incorporated on both frontages. A new bus bay will also be constructed with this project.

   (l) Ensure compatible transition between residential areas and incompatible land uses as well as between intensity of land uses (e.g., between employment and residential).

   - The project provides an ideal transition between two (2) heavily traversed arterials and the adjacent residential neighborhood. The proposed use will act as a buffer from these arterials, while also providing a low-intensity commercial use with predictable hours of operations and void of the negative aspects many other commercial uses contain (noise, odor, late night deliveries, etc.).

   1.1.3 Design & Aesthetics
   (b) Consider a more diverse building façade and color palette for the built environment.
   (f) Continue to promote excellence in building and site design.

   - The project provides a diverse and interesting façade for the built environment. As noted above, the palette of materials includes a variety of concrete block, stucco and metal panels. Split-face charcoal gray concrete block and metal paneling add a distinct contrast and tie the main building

mass to colorful perforated metal panel accents, starting the idea of motion on the northern façade. The color of these metal panels fluctuates, creating a sense of randomized motion.

1.1.4 Streets

(e) Discourage through-traffic in neighborhoods.

- No cut-through traffic will occur with this development. The site is fully contained with access provided directly onto Pecos Road and McQueen Road. The use is also renowned for its lack of traffic generation.

2. *The request will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood or to the public welfare in general, and that the use will be in full conformity with the conditions, requirements or standards prescribed by this Code or higher as may be deemed necessary by City Council in any one (1) situation.*

   Response:
   This criterion is at the heart of this request. This is a commercial zoned site and, as such, could permit a variety uses that could be viewed as detrimental to the adjacent neighborhood. In fact, the site was previously planned for a convenience store. Many other commercial uses (permitted by right) with their associated noise, traffic, deliveries, and back of house activity would not be appropriate given the close proximity to residential. This proposal recognizes the existing conditions and provides a low-impact, non-invasive use that can help to buffer the adjacent residential from the arterial roads. The use is ideal and appropriate for the location.

In considering the application, the ordinance provides several factors for examination including, but not limited to:

1. *Consistency with general plan.*

   Response:
   As noted above, the project is in conformance with the General Plan "*Neighborhood*" designation and advances the stated goals of the General Plan.

2. *Ingress and egress to property and proposed structures, pedestrian and vehicular circulation with particular reference to fire protection*.

   Response:
   Access is provided from both McQueen Road and from Pecos Road. Both access points are limited to right-in / right-out only and designed to accommodate access for customers, emergency vehicles and refuse vehicles. Turn templates are shown

on the site plan to demonstrate maneuvering clearance is provided. A 31' wide drive lane along the south face of building provides a through site connection of the two access driveways. No gated access control is proposed on this site.

3. *Off-street parking and loading.*

Response:
The project is in complete compliance with parking requirements. All parking is provided on site. Parking and loading areas are located in convenient and functional locations and are screened appropriately

4. *General compatibility of use with adjacent property and property in the district.*

Response:
Self-storage is an ideal use for this location. It creates a perfect buffer from the major roadways to the adjacent residential. Self-storage has predictable hours of operation, minimal traffic generation, and lacks most of the negative aspects produced by many other commercial uses (noise, odors, traffic, off-hour deliveries, etc.).

5. *Impact on public services, including schools, recreation and utilities.*

Response:
The project will have minimal, if any, impact on public services. Self-storage is a low intensity use requiring minimal water, sewer or utilities. No additional burden is placed upon the school system as a result of the use.

6. *Screening and buffering of uses.*

Response:
Customer activity at this facility will be concentrated around the two loading areas provided – one at the northeast corner of the building and one at the southwest corner of the building. Due to the proximity of single-family residential properties to the east and south of the Property, it was deemed best to internalize all loading activities within the building – eliminating any impact to these neighborhoods. Additionally, all vehicle circulation, parking areas and refuse enclosure are buffered from the residential properties with a minimum 20' (east) and 25' (south) landscape area with densely spaced trees. The building is even further away from these property lines as the drive-aisle creates additional separation. Lastly, there is an existing 6' tall masonry screen wall separating this property from the residential neighborhoods at both the east and south boundaries.

7. *Signage.*

   Response:
   A proposed monument sign and building signage will be a separate submittal.

8. *Exterior lighting with reference to adjacent properties.*

   Response:
   Exterior lighting will be provided with a combination of fully shielded pole mounted fixtures and building mounted fixtures. Pole mounted fixtures will be limited to a maximum height of 15' and be utilized exclusively at the parking areas and driveways near the public streets. Building mounted fixtures will be provided on the north, east and south sides. Lights will be mounted at a maximum height of 14'. All fixtures will be placed and specified to achieve zero-foot candle readings at the east and south property boundaries adjacent to residential.

9. ***Stormwater retention and landscaping**.*

   Response:
   Storm water from the building, parking and driveways will surface flow to a series of connected surface retention basins located around the perimeter of the site. Retention basins within the street front setbacks are sized to utilize no more than 50% of that setback area and are nicely contoured to a natural appearance.

   Proposed landscaping consists of a variety of desert compatible trees, shrubs, accents, cacti with decomposed granite topping for dust control. Tree, shrub and accent placement along the north and west street frontages follows a random/natural arrangement following the contoured retention basins in these areas. The south and east landscape areas have a more linear arrangement to provide a uniform landscape buffer at all areas where this property abuts residential property.

   Tree and shrub selections were made to be compatible with established landscaping in the surrounding neighborhood.

10. *Site and building design for conformance with the general plan and policies and City standards.*

    Response:
    As noted in the Use Permit Criteria above, the project adheres to the design recommendations of the General Plan. The project provides a diverse building façade and color palette. This includes a variety of concrete block, stucco and

metal panels. Split-face charcoal gray concrete block and metal paneling add a distinct contrast and tie the main building mass to colorful perforated metal panel accents, starting the idea of motion on the northern façade. The color of these metal panels fluctuates, creating a sense of randomized motion.

We look forward to working further with the City to complete this exciting project.

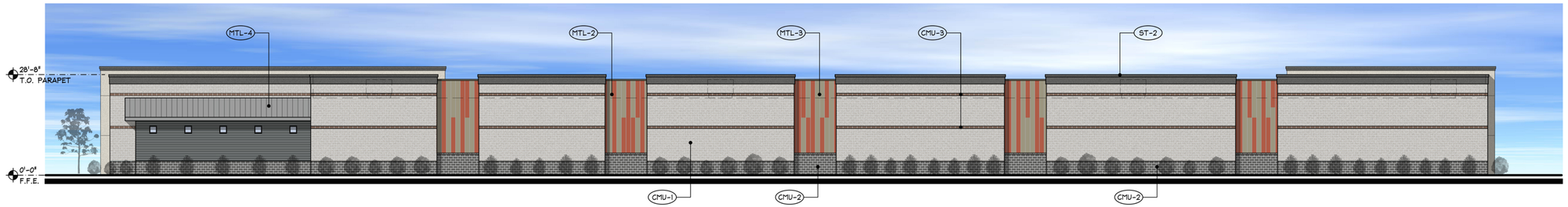
Thank you

PECOS & McQUEEN STORAGE

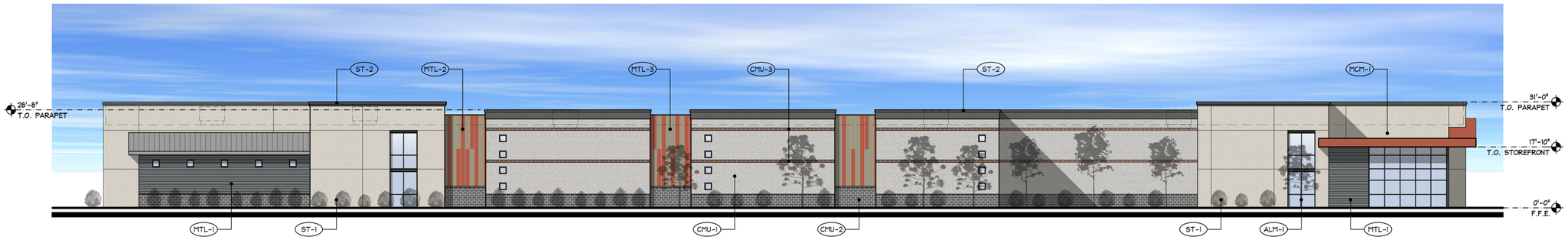
17217 S. McQUEEN ROAD
CHANDLER, ARIZONA 85286
PROJECT NUMBER: 23024
DATE: 08.19.24

COLORS & MATERIALS

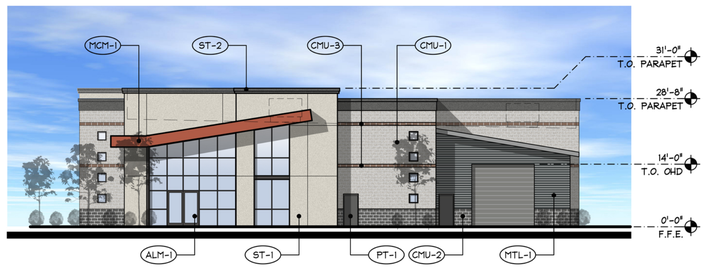
MARK	FINISH / COLOR	MARK	FINISH / COLOR
CMU-1	8"x8"x16" SPLIT-FACE CONC. BLOCK - FIELD MFR: OLDCASTLE SUPERLITE - COLOR: 'HUNTINGTON GRAY'	MTL-1	METAL PANEL SYSTEM - HR-16 (HORIZONTAL) MFR: BERRIDGE - COLOR: 'CHARCOAL GRAY'
CMU-2	8"x8"x16" SPLIT-FACE CONC. BLOCK - FIELD/ACCENT MFR: OLDCASTLE SUPERLITE - COLOR: 'OPAL'	MTL-2	METAL PANEL SYSTEM - RIGID WALL II (VERTICAL) MFR: ATAS - COLOR: 'MISSION RED'
CMU-3	8"x8"x16" SMOOTH CONC. BLOCK - ACCENT MFR: OLDCASTLE SUPERLITE - COLOR: 'HOPI SANDSTONE'	MTL-3	METAL PANEL SYSTEM - RIGID WALL II (VERTICAL) MFR: ATAS - COLOR: 'CHAMPAGNE'
ST-1	SYNTHETIC STUCCO SYSTEM- FIELD MFR: DUNN-EDWARDS - COLOR: DE6227 'MUSLIN'	MTL-4	STANDING SEAM METAL ROOFING & TRIM MFR: ATAS - COLOR: 'SILVERSMITH'
ST-2	SYNTHETIC STUCCO SYSTEM- ACCENT MFR: DUNN-EDWARDS - COLOR: DET628 'CHARCOAL SKETCH'	MCM-1	METAL COMPOSITE PANEL SYSTEM - STERRACORE MFR: ATAS - COLOR: 'MISSION RED'
PT-1	PAINT - ACCENT MFR: DUNN-EDWARDS - COLOR: DET628 'CHARCOAL SKETCH'	ALM-1	ANODIZED ALUMINUM STOREFRONT COLOR: CLASSIC BRONZE ANODIZED W/ 1" LOW-E GLAZING



SOUTH ELEVATION
SCALE: 1/16"=1'-0"



NORTH ELEVATION
SCALE: 1/16"=1'-0"



WEST ELEVATION
SCALE: 1/16"=1'-0"



EAST ELEVATION
SCALE: 1/16"=1'-0"

rba architecture ▪ planning
88 south san marcos place
chandler ▪ arizona ▪ 85225
p.480.377.2222
www.robertbrownarchitects.com

REGISTERED ARCHITECT
CERTIFICATE NO.
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KELLY
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Date Signed 8/24/27
ARIZONA USA

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V:\1 RBA PROJECTS\23 Projects\23024 Pecos & McQueen Storage\Drawings\23024 Exterior Elevations.dwg
Aug 19, 2024 - 11:39am

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-054

Date:	October 17, 2024
To:	Mayor and Council
Thru:	Joshua H Wight, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Mikayela Liburd, Associate Planner
Subject:	PLH24-0022 The Mexicano
Request:	Entertainment Use Permit approval for live indoor and outdoor entertainment, speakers and TV screens.
Location:	3095 W Chandler Boulevard, generally located at the southwest corner of Chandler Boulevard and Price Road.
Applicant:	George Cantone, Reset Studios

Proposed Motion:

Move City Council approve Entertainment Use Permit PLH24-0022 The Mexicano to allow live indoor and outdoor entertainment, speakers and television screens, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned Planned Area Development (PAD) for Regional Mall.
- Zoning Code requires Entertainment Use Permit approval for live indoor entertainment within 600 feet of the nearest residentially zoned property and for live outdoor entertainment, television and speakers within 1,320 feet of a residentially zoned property.
- The nearest residential property is located approximately 940 feet away.
- Due to the restaurant's request to offer live outdoor entertainment, an Entertainment Use Permit is required.

Surrounding Land Use Data:

North	Commercial	South	Commercial
East	Commercial	West	Commercial

Proposed Development:

Building Square Footage	9,560 Square feet
Seats	414 Seats
Hours of Operation/Entertainment	Sunday-Saturday: 10:00am-11:00pm

Review and Recommendation:

The site is located in a regional commercial area on the edge of the Chandler Fashion Center Mall, near the intersection of the Loop 101 Price Freeway and Chandler Boulevard. The Mexicano will provide patrons with entertainment activities such as disc jockeys, recorded music and TV screens. An Entertainment Use Permit (EUP) is required for entertainment provided outdoors with the property being located within 1,320 feet of a residentially zoned property and if there is entertainment indoors with the property being located 600 feet or less from a residentially zoned property. The nearest residentially zoned property is approximately 940 feet from The Mexicano.

Planning staff has reviewed the request and finds it to be consistent with the General Plan and recommends approval with a time condition of one (1) year to evaluate the compatibility of the live entertainment with the surrounding residential and business developments. Planning and Zoning Commission recommends approval.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held virtually on August 20, 2024. No one attended other than 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 of September 18, 2024
Motion to Approve

In Favor: 6 Opposed: 0 Absent: 1 (Lopez)

Recommended Conditions of Approval

Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (PLH24-0022 The Mexicano Exhibits) shall void the Entertainment Use Permits and require new Entertainment Use Permit application and approval.
2. The Entertainment Use Permit is not transferable to any other location.
3. The site shall be maintained in a clean and orderly manner.
4. The hours of outdoor live entertainment shall be limited to the following days and times:

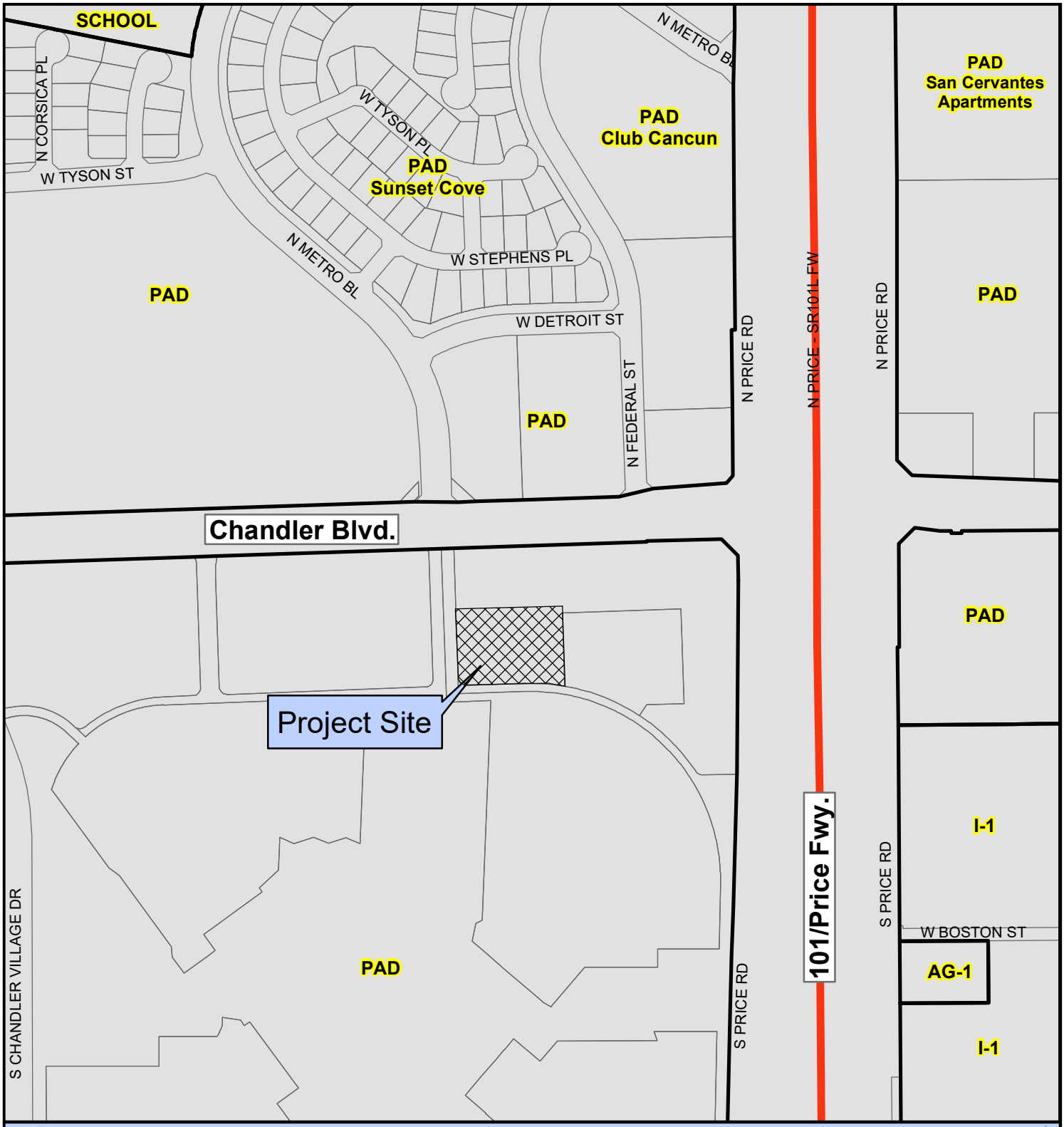
Hours of Entertainment(Outdoor)	Sunday to Saturday 10:00am - 11:00am

5. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.
6. The establishment shall provide a contact phone number for a responsible person (i.e restaurant owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.
7. The Entertainment Use Permit shall remain in effect for one year from the date of City Council approval. Continuation of the Entertainment Use Permit beyond the expiration date shall require reapplication and approval by the City of Chandler.

Attachments

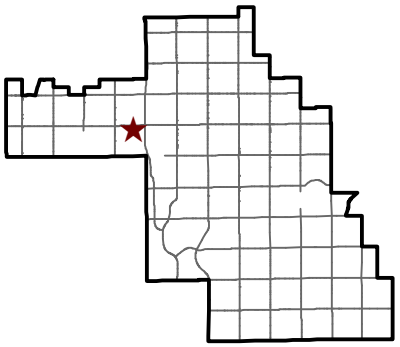
Vicinity Maps

PLH24-0022 The Mexicano Exhibits



PLH24-0022 The Mexicano

Proposed Project Details
3095 W. Chandler Blvd.
Entertainment Use Permit to allow for indoor live entertainment, speakers and TV screens



CHANDLER arizona

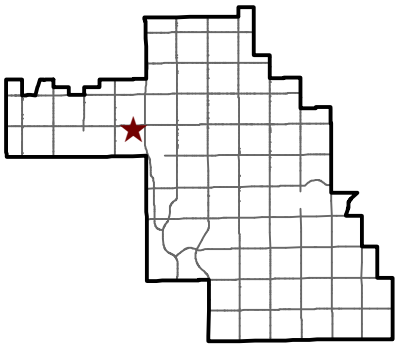
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH24-0022 The Mexicano

N

Proposed Project Details
3095 W. Chandler Blvd.
Entertainment Use Permit to allow for indoor live entertainment, speakers and TV screens



CHANDLER arizona

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

RESET
STUDIOS
221 East Indianola Avenue
Phoenix, Arizona 885012
602.899.1099

PROJECT: **Mexicano Chandler – Tenant Improvement**
PROJECT NO: 2401
CASE # PLH24-0022 The Mexicano
DATE: **12 JUL 2024**

Entertainment Use Permit Narrative

Emergency Contact

Maggiore Group
14747 N Northsight Blvd., Ste 106
Scottsdale, AZ 85260
Maggioregroup.com

Contact person for any neighbors or interested residents in the event of any disturbances:

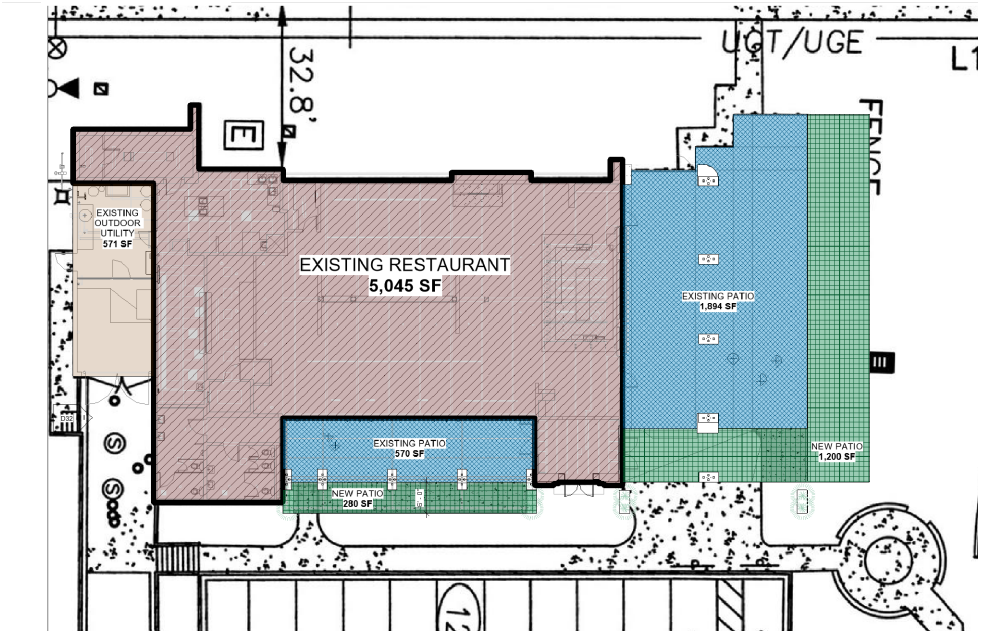
Seth Widdes
Vice President of Operations
O. 480.476.8730
D. 480.977.1818
seth@maggioregroup.com

Introduction

This project submission is for the remodel of a former restaurant space into the new location of the The Mexicano restaurant by The Maggiore Group. The interior of the restaurant will be modernized and the kitchen will modified to accommodate The Maggiore Group throughput standards. The exterior will receive visual upgrades, including newer painted steel shade structures over both patios to replace the deteriorating wooden ones, extended patio areas, and general finish upgrades. Parking numbers were compliant with the previous restaurant use, and will be unchanged and compliant with this use.

The areas of the new work are:

Existing restaurant (unchanged)	5,045 SF
North Patio	
Existing	1,894 SF
Extended	1,200 SF
East Patio	
Existing	570 SF
Extended	280 SF
Outdoor Utility	571 SF
	9,560 SF



The North Patio is to be extended 1,200 SF by extending 12'-0" from the current edge of patio, and will extend up to the revised retention area (see updated civil drawings). The new painted shade structure will utilize the existing column bases to receive new steel column groupings. Existing bases will be wrapped in a new painted steel facing (black) to be more related to the new design. The window wall under the North canopy will be slightly expanded to introduce more glass into this wall – the large bar opening as shown in the drawings for the North Patio is a Crown SST-II Bi-Fold system.

The East Patio is much smaller than the North, but will receive the same painted steel structure and treatment to the existing column bases. The patio flatwork will extend 6'-0" into the existing landscape area, which will be slightly regraded to establish the same retention capacity as the original design. The 3 openings in the East patio are larger multiglide sliders – Fleetwood and the configutaion shown below.

002A	9' - 0"	7' - 0"	0' - 0 3/4"	7' - 0 1/2"	9' - 1"	ANNOD ALUM	ALUM	BY MFR	Sliding Glass Wall - PXXXXP Configuration
002B	9' - 0"	7' - 0"	0' - 0 3/4"	7' - 0 1/2"	9' - 1"	ANNOD ALUM	ALUM	BY MFR	Sliding Glass Wall - PXXXXP Configuration
002C	9' - 0"	7' - 0"	0' - 0 3/4"	7' - 0 1/2"	9' - 1"	ANNOD ALUM	ALUM	BY MFR	Sliding Glass Wall - PXXXXP Configuration

Proposed exterior materials are shown on sheet G5 Exterior Finishes

General Scope of work:

- Remodel – Old existing Majerle's Sports Grille
- New interior construction scope
  - Kitchen would add a hot line in front of the current hot line. The existing hot line would become the back prep line. This would push the kitchen food pass forward where they are currently showing a server area.
  - The bar area would adjust slightly. As we will add the BYO Margarita area to the bar facing the new entrance.
  - No change at bathrooms
- New Exterior scope
  - Enlarge Patio space (see red one on attached image below)
  - Exterior Facelift – TBD, no structural anticipated
  - Kitchen equipment layout / cutsheets will be provided by kitchen designer

APN: 301-65-891B
OWNER:
PROPERTY ADDRESS: 3095 West Chandler Blvd, Chandler, AZ 85226
LEGAL DESCRIPTION:

SITE INFORMATION

APN: 301-65-891B
OWNER:
PROPERTY ADDRESS: 3095 West Chandler Blvd, Chandler, AZ 85226
LEGAL DESCRIPTION:

ZONING: PAD (PLANNED AREA DEVELOPMENT DISTRICT)
LOT SIZE: 342,538 SF (7.862 AC)
SUBDIVISION:
CONSTRUCTION YEAR

RESTAURANT

BUILDING HEIGHT:
ALLOWED: 36'-0"
PROVIDED: 24'-0"
CONSTRUCTION TYPE: V-B (FULLY SPRINKLERED)
OCCUPANCY: A-3 (RESTAURANT)

EXISTING PARKING DATA:
UNCHANGED

SITE STANDARD 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 ERECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA. ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6' CURB ELEVATION, ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE 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 MATERIALS, 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 TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM THE 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 PLAN. SEE SECTION 1902 (6)(H).

6. PARKING LOT TREES MUST HAVE A MINIMUM CLEAR CANOPY DISTANCE OF 5'. SEE SECTION 1903(6)(C)(4).

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 A MINIMUM OF 5' FROM SIDEWALKS AND PUBLIC ACCESS-WAYS. SHRUBS MUST BE, AT MATURITY, 3' FROM ALL SIDES OF A FIRE HYDRANT, PIV OR FDC. SEE SECTION 1903(6)(J)(1), ZONING CODE.

9. ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR IN COMPLIANCE WITH THE ZONING CODE. SEE SECTION 1903(6)(H), ZONING CODE.

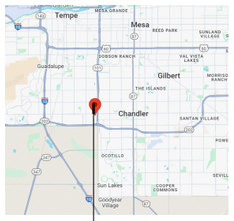
10.THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL AND THAT SUCH MUST BE RELOCATED AND/OR CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR A PROJECT.

11.ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY LANDSCAPE OR WALLS, SHALL BE PAINTED TO MATCH THE ADJACENT BUILDING OR WALL COLOR.

12.ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.

13. ALL EXTERNAL LIGHTING SHALL BE LOCATED AND DESIGNED TO PREVENT RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED

VICINITY



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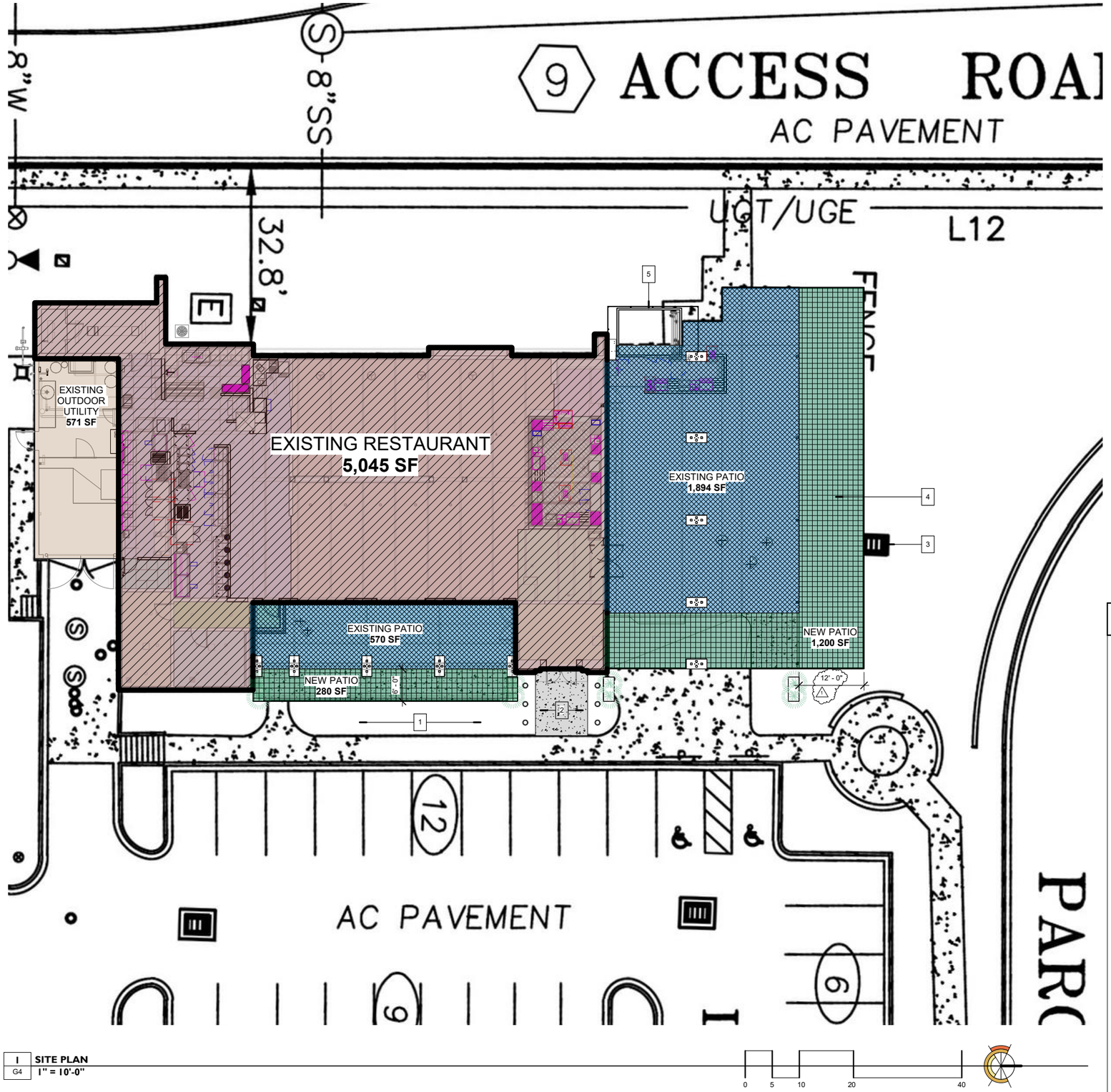
Chandler, AZ 85226



I SITE PLAN
G4 1" = 10'-0"

0 5 10 20 40

KEYNOTES

1. MODIFY EXISTING RETENTION AREA AS REQUIRED TO PROVIDE SAME LEVEL OF RETENTION AS ORIGINAL DESIGN AFTER EXTENSION OF PATIO HARDSCAPE.
2. NEW SIDEWALK
3. EXISTING DRAINAGE GRATE AND RIP RAP - EXISTING TO REMAIN.
4. EXTENDED DECK TO NORTH TO BE CREATED AS SLAB ON GRADE (ADA ACCESSIBLE, SEE G5 FOR MORE INFORMATION) - SEE G&D FOR MORE INFORMATION
5. EXTERIOR WALK IN - SCREEN WALL PROVIDED, SEE ELEVATION SHEETS FOR MORE INFORMATION

GENERAL NOTES

1 - INFORMATION TAKEN FROM FITCH ADD APPROVED SITE PLAN, 11/16/2001

FIRE NOTES

1. New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. (IFC 505.1)
2. Addressing shall be in accordance with City Standards. (*FD151*)
3. Address numbers shall contrast with their background.
4. Where required by the *fire code official*, address numbers shall be provided in additional approved locations to facilitate emergency response.
5. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other means shall be used to identify the structure.
6. Address numbers shall be maintained at all times.
7. Trees, when fully mature, shall not encroach on the fire lanes or cover any required addressing.
8. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the *fire code official* is authorized to require a key box to be installed in an approved location. The key box shall contain keys to gain necessary access as required by the *fire code official*.
   A. Buildings designed to use a "key fob" system shall also install a numeric keypad at the entrance of at least one door.
9. The key box is to be visible and readily accessible from the front entrance of the building.
10. A 2nd key box shall be installed at the riser room door if it is remote form the front door.
11. Additional key box(s) may be required for large buildings.
12. The top of the key box to be located no more than six (6) feet high on the wall and no lower than four (4) feet from the finished grade.
13. Chandler Fire Department requires one grand master key for the building that will open all the doors, including the Fire Sprinkler Riser Room and the Fire Alarm Room. If there are multiple tenants, multiple grand master keys are required.
14. The key box shall be large enough to hold the number of keys required for the building. Where electronic swipe fobs/cards are used in addition to the required grand master key, the key box shall be large enough to hold all key swipe fobs/cards and keys for the building or multiple boxes at the entrance may be required.
15. A red identification sticker will be applied to the main entrance door.
16. The Operator of the building shall immediately notify the Chandler Fire Department at 480-782-2120 and provide the new key when a lock is changed or rekeyed.
17. Key box(s) may be obtained by going to www.knoxbox.com (enter Chandler when asked for the city).

RESET STUDIOS

RESET STUDIOS, L.L.C.
221 East Indianola Avenue
Phoenix, AZ 85012
p. 602.899.1099

www.resetstudios.com

REGISTERED ARCHITECT
33968
GEORGE GABRIEL CATONE
24 MAY 2024
Date Signed
ARIZONA, U.S.A.

stamp

EXPIRES 30 SEP 2026

PERMIT REVIEW

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New Tenant Improvement at:
The Maggiore Group
3095 West Chandler Blvd,
Chandler, AZ 85226

TENANT IMPROVEMENT

Mexicano Chandler

Revision Schedule	
Description	**Date**
Revision 1	Date 1
Plan Review	02/29/24
Plan Review	03/01/24
Plan Review	03/06/24
ADMIN DR	03/08/24
PATIO EXTEN	03/12/24
WALK IN	03/15/24
DEMO	04/19/24
PERMIT	05/24/24
ADR REV1	05/29/24

SITE PLAN

G4

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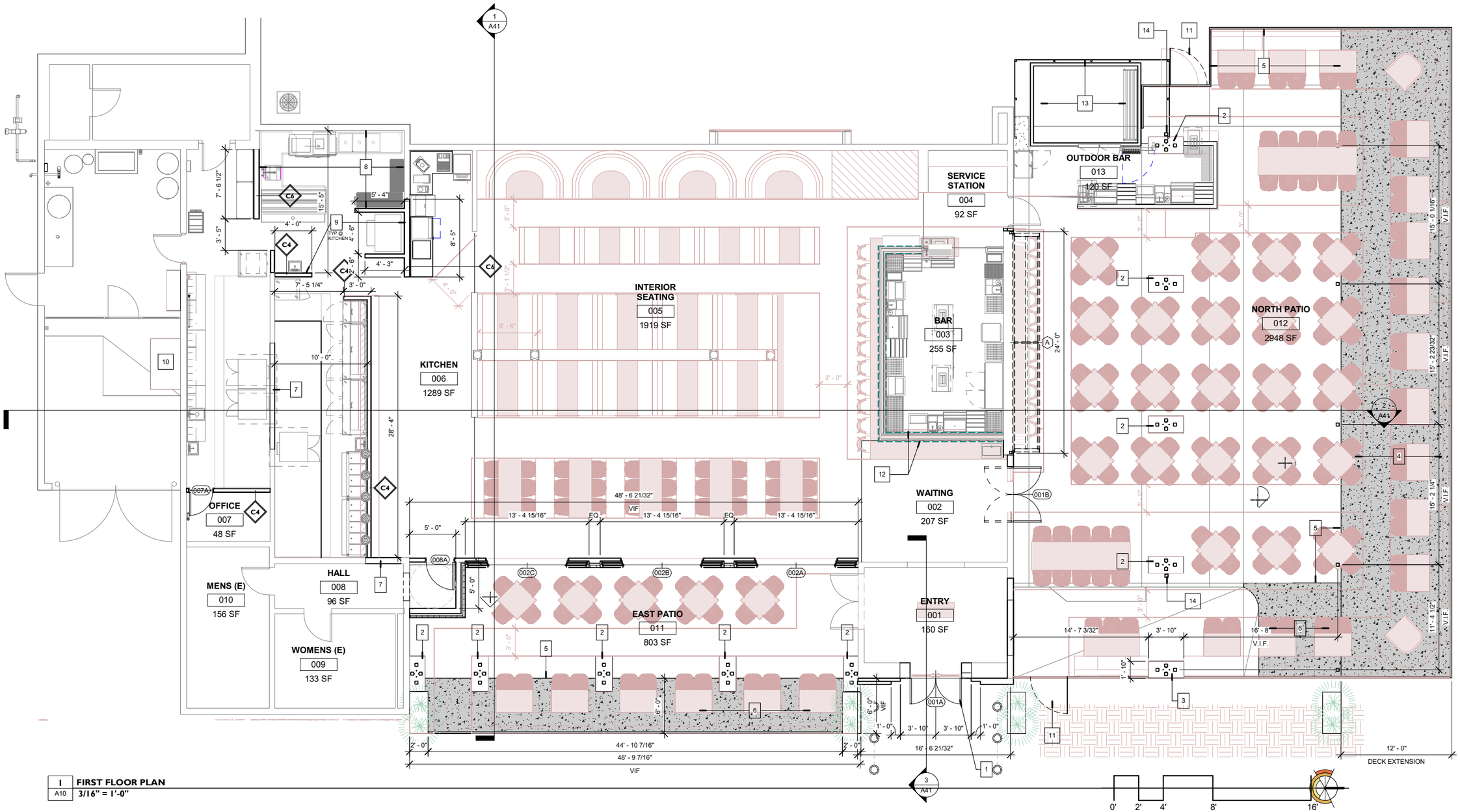

I FIRST FLOOR PLAN
A10 3/16" = 1'-0"

KEYNOTES

1. NEW ENTRY LOCATION - UPDATED FACINGS
2. REUSE COLUMN BASES FOR NEW SHADE STRUCTURE, TYPICAL
3. NEW COLUMN BASE FOR NEW SHADE STRUCTURE, MATCH EXISTING HEIGHT, MATCH NEW FACNG
4. PERVIOUS DECK EXTENSION - STEEL GRATING ALLOWING DRAINAGE TO EXISTING SYSTEMS - NO ADDITIONAL LOAD TO BASIN.
5. LINE OF EXISTING DECK
6. NEW CONCRETE POUR - DECK EXTENSION. FINAL FINISH TBD, MATCH EXISTING FINISHES.
7. INFIL EXISTING WALL - MATCH THICKNESS
8. PROVIDE FULL HEIGHT STANLESS STEEL WALL PANELS AT ENTIRE DISHWASH AREA, TYP.
9. PROVIDE FULL WOOD BACKING AT ALL KITCHEN WALL, TYP.
10. EXISTING SES
11. NEW PATIO GATE.
12. LED LIGHTS - 2700K TAPE LIGHT 2.2W/FT IN EXTRUSION. COORDINATE FINAL PLACEMENT IN FIELD WITH OWNER
13. OUTDOOR WALK IN COOLER - CUSTOM SCREEN
14. 4" DOWNSPOUT - RUN TO DRAINAGE RETENTION AREA

GENERAL NOTES

1. PROVIDE SHOP DRAWINGS FOR BAR. OWNER / ARCHITECT APPROVAL OF BAR REQUIRED PRIOR TO FABRICATION

HEALTH DEPT.

1. FLOOR AND COVED BASE IN KITCHEN AREAS TO BE DURABLE, LIGHT COLORED, SMOOTH, NON-ABSORBENT AND EASILY CLEANABLE.

2. WALLS AND CEILING IN KITCHEN AREAS TO BE DURABLE, LIGHT COLORED, SMOOTH, NON-ABSORBENT AND EASILY CLEANABLE.

3. T-BAR CEILINGS IN KITCHEN AREAS TO BE 2 X 4 LAY-IN WITH WASHABLE MYLAR COATED PANELS.

4. ALL EQUIPMENT AND INSTALLATIONS TO MEET NATIONAL SANITATION FOUNDATION (NSF) STANDARDS OR EQUIVALENT.

5. ALL EXTERIOR DOORS FROM KITCHEN AREAS TO OPEN OUTWARD AND BE SELF CLOSING.

6. A MINIMUM OF 20 FOOT CANDLES OF LIGHT MEASURES 30" ABOVE FINISHED FLOOR TO BE PROVIDED IN ALL KITCHEN AREAS, INCLUDING FOOD PREP, DISHWASHING, AND DURING GENERAL CLEANUP.

7. LIGHT FIXTURES IN FOOD PREP AREAS, STORAGE, AND CLEANUP AREAS TO BE OF SHATTERPROOF CONSTRUCTION OR PROTECTED WITH SHATTERPROOF SHIELDS.

8. ALL SINKS AND LAVATORIES IN KITCHEN AREAS TO BE SUPPLIED WITH HOT (MIN. 120 DEGREES FAHRENHEIT) AND COLD RUNNING WATER UNDER PRESSURE WITH A COMBINATION FAUCET.

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stamp
EXPIRES 30 SEP 2026

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TENANT IMPROVEMENT

Mexicano Chandler

Revision Schedule

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FLOOR PLAN

A10

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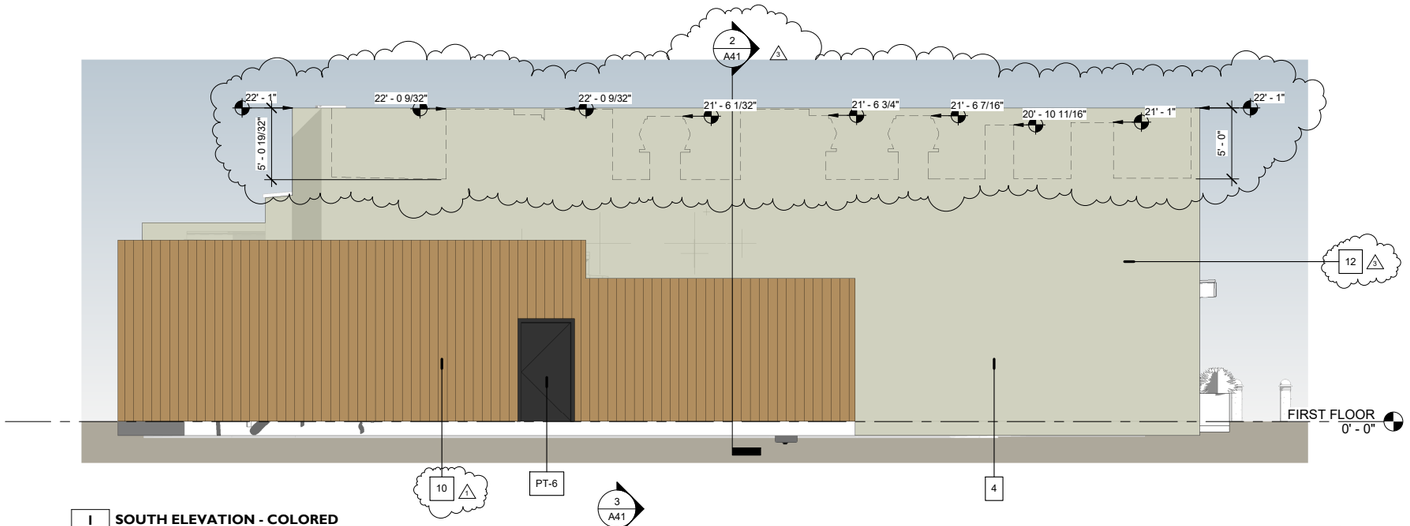
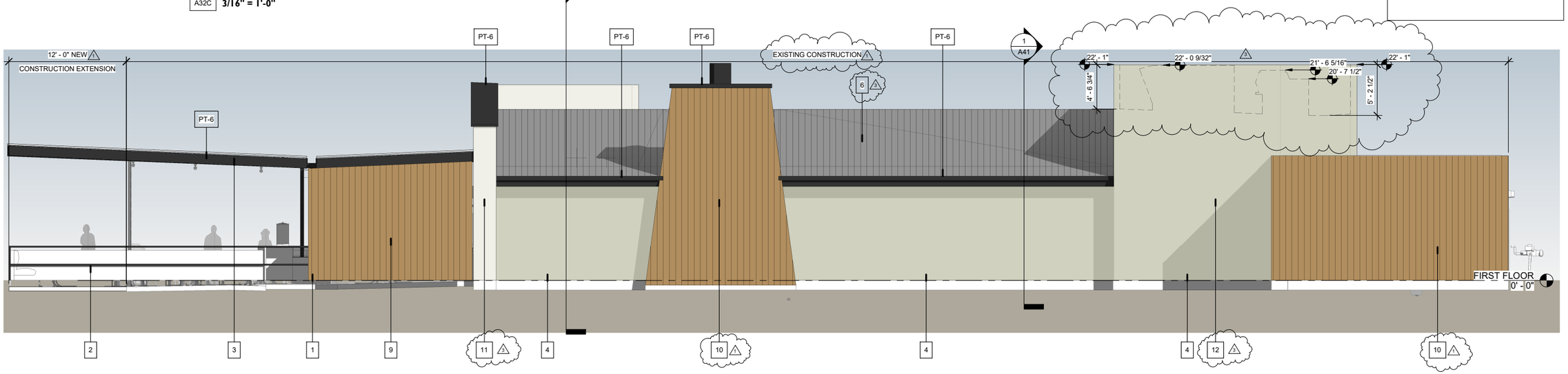


1 SOUTH ELEVATION - COLORED
A32C **3/16" = 1'-0"**



2 WEST ELEVATION - COLORED
A32C **3/16" = 1'-0"**

CHANDLER 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.

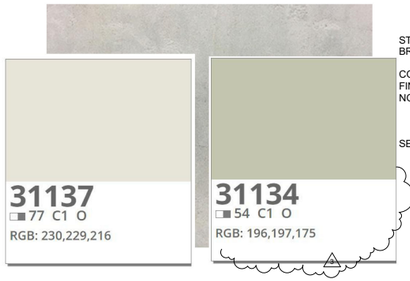
4. Screening shall be architecturally integrated for the Service Entrance Section (SES) and all utilities. All ground mounted equipment shall be screened from public view by a concrete or masonry wall with solid gates, equal to or greater In height than the mechanical equipment. Section 35-1902 (8)(e)13, Zoning Code.

5. Signs require a separate submittal and permit.

KEYNOTES

1	CORTEN STEEL WRAPS AT EXISITNG COLUMN BASE
2	PATIO RAILING - PAINTED, PT-6, TYP
3	NEW STEEL SHADE PATIO STRUCTURE - PAINTED, PT-6, TYP
4	STUCCO - SEE G5. REMOVE EXISTING FAILING FINISHES AND PREP FOR NEW FINISHES
5	PLANTER BOX
6	EXISTING METAL ROOFING - PAINT PT-5
7	SIGNAGE - NIC
8	EXTERIOR WALK IN - (BEHIND SCREEN WALL)
9	SOLID SCREEN WALL - METAL PANEL WRAP
10	METAL PANEL - SEE G5 FOR COLOR AND FINISH. REMOVE EXISTING FAILING FINISHES AND PREP FOR NEW PANEL INSTALLATION
11	STUCCO COLOR 1
12	STUCCO COLOR 2

EXTERIOR STUCCO (OR EQUAL - PROVIDE SAMPLE)



STUCCO: CEMENTITOUS
BRAND: STO POWERWALL CI (OR EQUAL)

COLOR: STO 16004
FINISH: **STUCCO COLOR 1** - 31137, ENTRY AND PATIO WALL
NORTH **STUCCO COLOR 2** - 31134, WEST SIDE AND KITCHEN

SEALER: OMEGA AKROTIQUE PIGMENTED ACRYLIC SEALER (OR EQUAL)

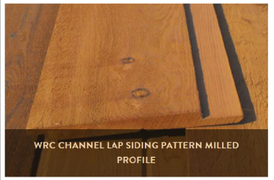
AkroTique is a pigmented acrylic sealer designed to create a rustic, mottled finish similar to the timeless beauty of century old plaster. AkroTique offers an "Old World" look that does not take a lifetime to create.

AkroTique is used as an antique stain and/or sealer over acrylic-based, lime-based or cement-based finishes.

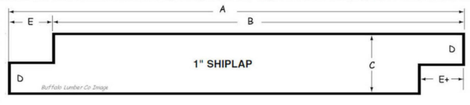
METAL WALL PANEL



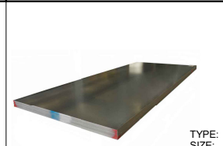
EXTERIOR WOOD AT ENTRY FEATURE

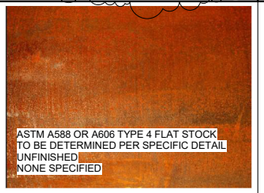


TYPE: CEDAR SHIP LAP SIDING
MFR: BUFFALO LUMBER CO. OR EQUAL
SIZE: 1 X 6
FINISH: SEALED



CORTEN STEEL SHEETS -SCREEN WALL





TYPE: ASTM A588 OR A606 TYPE 4 FLAT STOCK
SIZE: TO BE DETERMINED PER SPECIFIC DETAIL
FINISH: UNFINISHED
SEALER: NONE SPECIFIED

ASTM A588 covers high-strength low-alloy structural steel shapes, plates, and bars for welded, riveted, or bolted construction but intended primarily for use in welded bridges and buildings where savings in weight or added durability are important. The atmospheric corrosion resistance of this steel in most environments is substantially better than that of carbon structural steels with or without copper addition.
When properly exposed to the atmosphere, this steel is suitable for many applications in the bare (unpainted) condition. A606-4 is a type of high strength low alloy steel that is known for its rusted appearance. It's popular because it can be made into metal panels and has a rusted appearance. Corten flat sheets will not arrive pre-rusted. Weathering steel will rust naturally when exposed to the weather.

PAINT COLORS

PT-5
AFTER THE STORM
PPG1036-4
EXISTING METAL ROOFING

PT-6
STARLESS SKY
PPG0995-7
EXTERIOR STEEL DETAILING

RESET STUDIOS

RESET STUDIOS, L.L.C.
221 East Indianola Avenue
Phoenix, AZ 85012
p. 602.899.1099

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REGISTERED ARCHITECT
33988
GEORGE GABRIEL CATONE
24 MAY 2024
Date Signed
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stamp
EXPIRES 30 SEP 2026

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TENANT IMPROVEMENT

Mexicano Chandler

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DEMO	04/19/24
PERMIT	05/24/24
ADR REV1	05/29/24
PERMIT REV1	06/28/24
ADR REV2	06/28/24
ADR REV3	07/19/24
ADR REV4	09/04/24

EXTERIOR ELEVATIONS - COLORED

A32C

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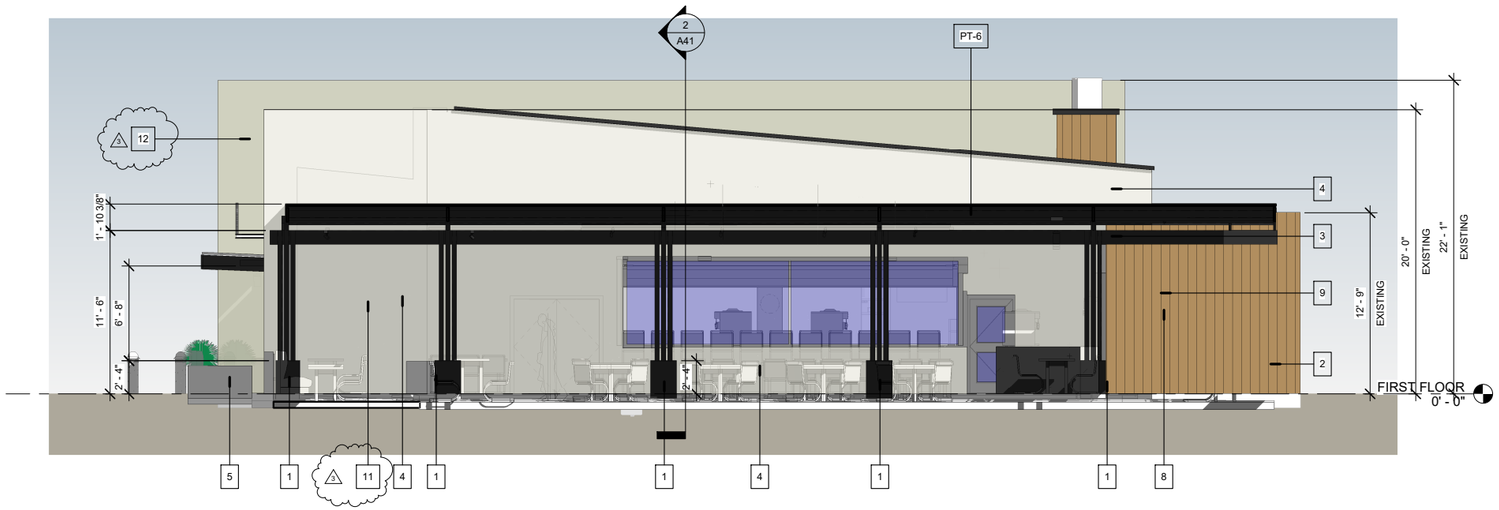
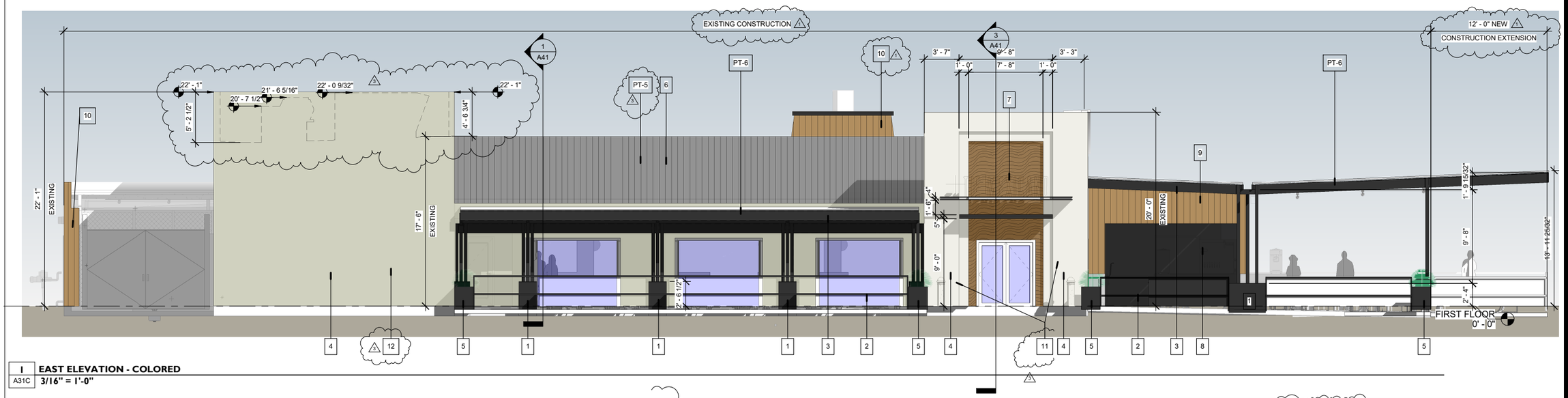
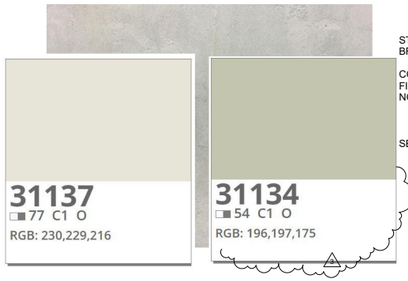


2 A31C **NORTH ELEVATION - COLORED**
3/16" = 1'-0"



1 A31C **EAST ELEVATION - COLORED**
3/16" = 1'-0"

EXTERIOR STUCCO (OR EQUAL - PROVIDE SAMPLE)



STUCCO: CEMENTITOUS
BRAND: STO POWERWALL CI (OR EQUAL)

COLOR: STO 16004
FINISH: **STUCCO COLOR 1** - 31137, ENTRY AND PATIO WALL
NORTH **STUCCO COLOR 2** - 31134, WEST SIDE AND KITCHEN

SEALER: OMEGA AKROTIQUE PIGMENTED ACRYLIC SEALER (OR EQUAL)

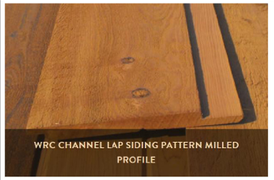
AkroTique is a pigmented acrylic sealer designed to create a rustic, mottled finish similar to the timeless beauty of century old plaster. AkroTique offers an "Old World" look that does not take a lifetime to create.

AkroTique is used as an antique stain and/or sealer over acrylic-based, lime-based or cement-based finishes.

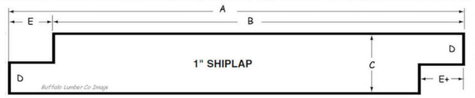
METAL WALL PANEL



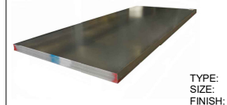
EXTERIOR WOOD AT ENTRY FEATURE

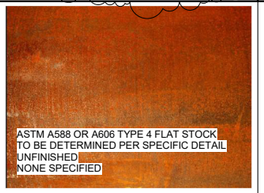


TYPE: CEDAR SHIP LAP SIDING
MFR: BUFFALO LUMBER CO. OR EQUAL
SIZE: 1 X 6
FINISH: SEALED



CORTEN STEEL SHEETS -SCREEN WALL





TYPE:
SIZE:
FINISH: UNFINISHED
SEALER: NONE SPECIFIED

ASTM A588 covers high-strength low-alloy structural steel shapes, plates, and bars for welded, riveted, or bolted construction but intended primarily for use in welded bridges and buildings where savings in weight or added durability are important. The atmospheric corrosion resistance of this steel in most environments is substantially better than that of carbon structural steels with or without copper addition.
When properly exposed to the atmosphere, this steel is suitable for many applications in the bare (unpainted) condition. A606-4 is a type of high strength low alloy steel that is known for its rusted appearance. It's popular because it can be made into metal panels and has a rusted appearance. Corten flat sheets will not arrive pre-rusted. Weathering steel will rust naturally when exposed to the weather.

PAINT COLORS

PT-5
AFTER THE STORM
PPG1036-4
EXISTING METAL ROOFING

PT-6
STARLESS SKY
PPG0995-7
EXTERIOR STEEL DETAILING

CHANDLER 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.

KEYNOTES

1 PAINTED EXISITNG COLUMN BASE, PT-6
2 PATIO RAILING - PAINTED, PT-6, TYP
3 NEW STEEL SHADE PATIO STRUCTURE - PAINTED, PT-6, TYP
4 STUCCO - SEE G5. REMOVE EXISTING FAILING FINISHES AND PREP FOR NEW FINISHES
5 PLANTER BOX
6 EXISTING METAL ROOFING - PAINT PT-5
7 SIGNAGE - NIC
8 EXTERIOR WALK IN - CUSTOM COLOR BLACK. SEE G5 FOR MORE INFO.
9 SOLID SCREEN WALL - METAL PANEL WRAP
10 METAL PANEL - SEE G5 FOR COLOR AND FINISH. REMOVE EXISTING FAILING FINISHES AND PREP FOR NEW PANEL INSTALLATION
11 STUCCO COLOR 1
12 STUCCO COLOR 2

RESET STUDIOS

RESET STUDIOS, L.L.C.
221 East Indianola Avenue
Phoenix, AZ 85012
p. 602.899.1099

www.resetstudios.com

REGISTERED ARCHITECT
33988
GEORGE GABRIEL CATONE
24 MAY 2024
Date Signed
ARIZONA, U.S.A.
stamp
EXPIRES 30 SEP 2026

PERMIT REVIEW

This drawing is an instrument and property of RESET STUDIOS, L.L.C., and may not be reproduced without written permission

New Tenant Improvement at:
The Maggiore Group
3095 West Chandler Blvd,
Chandler, AZ 85226

TENANT IMPROVEMENT

Mexicano Chandler

Revision Schedule

Description	Date
Revision 1	Date 1
Plan Review	02/29/24
Plan Review	03/01/24
Plan Review	03/06/24
ADMIN DR	03/08/24
PATIO EXTEN	03/12/24
WALK IN	03/15/24
DEMO	04/19/24
PERMIT	05/24/24
ADR REV1	05/29/24
PERMIT REV1	06/28/24
ADR REV2	06/28/24
ADR REV3	07/19/24
ADR REV4	09/04/24

EXTERIOR ELEVATIONS - COLORED

A31C

These drawings, an unpublished instrument of service of Reset Studios, LLC, and associated authors, is for use on this Project only and is prepared for use in conjunction with the authors' interpretations, observations, decisions, and administration as described in AIA Doc A201, without which desired results can not be obtained. Alteration, reproduction, or use in part or in whole, for other purposes without the authors' expressed written consent may violate Act 17 U.S.C. par. 301 (1991). All rights reserved. 2024 ©

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	October 17, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO
From:	Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject:	General Building Maintenance Services

Proposed Motion:

Move City Council approve Agreement No. BF2-912-4485, Amendment No. 2, with ASR Construction Group, LLC; Crawford Mechanical Services, LLC; FPS Civil, LLC; DMS Companies, Inc., dba HernandezCompanies; Kowalski Construction, Inc.; MGC Contractors, Inc.; and Nickle Contracting, LLC, for general building maintenance services, in an amount not to exceed $3,205,000, for a period of one year, beginning September 1, 2024, through August 31, 2025.

Background/Discussion:

This enterprise agreement will provide services of experienced, qualified, and licensed general commercial contractors with proven expertise in general, electrical, HVAC, and plumbing work relating to indoor or outdoor remodel or tenant improvements, replacement, or preventative maintenance, including landscape work relating to repair, remodel, replacement or maintenance. This service is being awarded to multiple contractors in order to meet the maintenance and repair needs for multiple areas of the city, including the Parks Division, Facilities and Fleet Division, and Public Works and Utilities Department.

Evaluation:

On August 18, 2022, City Council approved an agreement with ASR Construction Group, LLC; Crawford Mechanical Services, LLC; FPS Civil, LLC; DMS Companies, Inc., dba Hernandez Companies; Kowalski Construction, Inc.; MGC Contractors, Inc.; and Nickle Contracting, LLC, for general building maintenance 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 at the same terms, conditions, and pricing. Staff recommends extension of this agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4580.6210.6PR049	Park Bonds	Existing Negh. Park Improve/Repairs	$200,000	Y
401.4580.6515.6PR654	General Govt Capital Projects	Aging Park Landscaping Revita	$250,000	Y
401.4580.6611.6PR530	General Govt Capital Projects	Existing Comm Park Impv/Rep	$250,000	Y
605.3860.5419	Water Operating	N/A	$500,000	N
612.3960.5219	Reclaimed Water Operating	N/A	$100,000	N
612.3970.5219	Reclaimed Water Operating	N/A	$150,000	N
615.3900.5219	Wastewater Operating	N/A	$250,000	N
615.3940.5219	Wastewater Operating	N/A	$200,000	N
615.3960.5219	Wastewater Operating	N/A	$500,000	N
615.3970.5219	Wastewater Operating	N/A	$500,000	N
616.3930.5219	WW Industrial Process Treatment	N/A	$300,000	N
625.3700.5410	Solid Waste Operating	N/A	$2,500	N
625.3720.5410	Solid Waste Operating	N/A	$2,500	N

Attachments

ASR Amendment 2
Crawford Amendment 2
FPS Amendment 2
Hernandez Amendment 2
Kowalski Amendment 2
MGC Amendment 2
Nickle Amendment 2

Docusign Envelope ID: 5029A29D-A483-41EF-832D-279B42746300

City Clerk Document No. _____

City Council Meeting Date: October 14, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY-WIDE BUILDING AND FACILITY MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. BF2-912-4485

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and ASR Construction Group LLC, Arizona corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for city-wide building and facility maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

WHEREAS, the Parties extended the Agreement for a period of September 1, 2023 through August 31, 2024 through Amendment 1; and

WHEREAS, the Parties extended the term of the Agreement for city-wide building and facility maintenance and repair services in an amount not to exceed $4,240,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 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 September 1, 2024 through August 31, 2025.

Docusign Envelope ID: 5029A29D-A483-41EF-832D-279B42746300

3. Section IV 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. 2 by this reference. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $3,205,000.

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. 2 and the Agreement, the terms and conditions in this Amendment No. 2 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: Daniel Anderson

Its: Managing Member

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 23671EC0-A57C-41C3-BC84-11788C1D0978

City Clerk Document No. _____

City Council Meeting Date: October 14, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY-WIDE BUILDING AND FACILITY MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. BF2-912-4485

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Crawford Mechanical Services LLC, an Arizona limited liability company, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for city-wide building and facility maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

WHEREAS, the Parties extended the Agreement for a period of September 1, 2023 through August 31, 2024 through Amendment 1; and

WHEREAS, the Parties extended the term of the Agreement for city-wide building and facility maintenance and repair services in an amount not to exceed $4,240,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 to extend the Agreement for one year.

AGREEMENT

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Docusign Envelope ID: 23671EC0-A57C-41C3-BC84-11788C1D0978

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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. 2 and the Agreement, the terms and conditions in this Amendment No. 2 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: Dan Krueger

Its: Director of Sales & Business Development

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 4EECA564-4471-4E91-8135-49B9A6DCDFD2

City Clerk Document No. _____

City Council Meeting Date: October 14, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY-WIDE BUILDING AND FACILITY MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. BF2-912-4485

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and FPS Civil, LLC, an Arizona limited liability company, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for city-wide building and facility maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

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Docusign Envelope ID: 4EECA564-4471-4E91-8135-49B9A6DCDFD2

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IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: ___Mayor_____

FOR THE CONTRACTOR

By: Josh France

Its: Vice President

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 19A32E2C-E944-4EE2-B24B-D8957AECEDAC

City Clerk Document No. _____

City Council Meeting Date: October 14, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY-WIDE BUILDING AND FACILITY MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. BF2-912-4485

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and DMS Companies, Inc., dba Hernandez Companies, an Arizona corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for city-wide building and facility maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

WHEREAS, the Parties extended the Agreement for a period of September 1, 2023 through August 31, 2024 through Amendment 1; and

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Docusign Envelope ID: 19A32E2C-E944-4EE2-B24B-D8957AECEDAC

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IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: ___Mayor_____

FOR THE CONTRACTOR

By: Bret E. Stephen

Its: VP Operations

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: DA823163-F647-419E-AD8C-5779D51168CB

City Clerk Document No. _____

City Council Meeting Date: October 14, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY-WIDE BUILDING AND FACILITY MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. BF2-912-4485

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Kowalski Construction Inc., an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for city-wide building and facility maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

WHEREAS, the Parties extended the Agreement for a period of September 1, 2023 through August 31, 2024 through Amendment 1; and

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Docusign Envelope ID: DA823163-F647-419E-AD8C-5779D51168CB

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IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: _____
Its: ____Mayor_____	Its: Vice President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: C660A11A-CE7B-4701-BECF-82B612D17BA9

City Clerk Document No. _____

City Council Meeting Date: October 14, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY-WIDE BUILDING AND FACILITY MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. BF2-912-4485

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and MGC Contractors, Inc., an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for city-wide building and facility maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

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Docusign Envelope ID: C660A11A-CE7B-4701-BECF-82B612D17BA9

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IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: ___Mayor_____

FOR THE CONTRACTOR

By: Bryan Forster

Its: Projects Director

APPROVED AS TO FORM:

By: _____
City Attorney

JWB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: AF0CE5FF-620D-40EF-A8B0-DAC48CA427E8

City Clerk Document No. _____

City Council Meeting Date: October 14, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY-WIDE BUILDING AND FACILITY MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. BF2-912-4485

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Nickle Contracting, LLC, an Arizona limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for city-wide building and facility maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was September 1, 2022 through August 31, 2023, with the option of up to four (4) one-year extensions; and

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Docusign Envelope ID: AF0CE5FF-620D-40EF-A8B0-DAC48CA427E8

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IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: ___Mayor_____

FOR THE CONTRACTOR

By: Joel Mckle

Its: member

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	October 17, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO
From:	Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject:	Purchase of HVAC Equipment, Installation, and Services

Proposed Motion:

Move City Council approve the purchase of heat, ventilation, and cooling (HVAC) equipment, installation, and services, utilizing multiple vendors available under the Omnia Partners Contract No. R200403, with TDI Industries, Inc.; Contract No. R200402, with Johnson Controls, Inc.; Contract No. R200401, with Daikin Applied Americas, Inc.; and Contract No. 15-JLP-023, with Trane U.S., Inc.; and the Mohave Educational Services Cooperative Contract No. 19F-SMC-0904, with Sun Mechanical Contracting, Inc., in a combined amount not to exceed $2,535,000.

Background/Discussion:

The Buildings and Facilities Division frequently uses outside vendors for repair and maintenance of heat, ventilation, and cooling (HVAC) equipment. These agreements will provide the city with multiple contractors for scheduled, preventative and emergency HVAC repairs throughout the city. The Buildings and Facilities Division will use this agreement for emergency repairs and/or replacement of packaged units, chillers, boilers, and other related HVAC equipment. This practice will reduce the premature failure of equipment during peak demand and provide optimum energy efficiency.

In addition, the Public Works and Utilities Department will utilize this agreement for emergency repairs and/or replacement of packaged units, chillers, boilers and other related HVAC equipment at various water, wastewater and solid waste locations.

Evaluation:

Omnia Partners and Mohave Educational Services Cooperative competitively solicited and awarded contracts for HVAC equipment, installation, and services to TD Industries, Inc., Johnson Controls, Inc., Daikin Applied Americas, Inc., Trane U.S., Inc., and Sun Mechanical Contracting, Inc. The City has agreements with both Omnia Partners and Mohave Educational Services Cooperative that allow for the cooperative use of these contracts. The utilization of both of these contracts, each of which has multiple vendors available, will allow more than one project to be completed at the same time.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3960.5410	Wastewater Operating	N/A	$150,000	N
612.3960.5219	Reclaimed Water Operating	N/A	$50,000	N
605.3860.5410	Water Operating	N/A	$100,000	N
615.3900.5410	Wastewater Operating	N/A	$35,000	N
401.3210.6210.6BF628	General Govt Capital Proejcts	Existing City Building Reno/Repairs	$1,354,991	Y
615.3960.5410	Wastewater Operating	N/A	$750,000	N
441.3210.6210.6BF628	Public Facility Bonds	Existing City Building Reno/Repairs	$95,009	Y

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City Council Memorandum Facilities and Fleet Memo No. N/A

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject: Purchase of Maintenance, Repairs and Purchase of Doors, Locking Systems, Door Hardware, and Operable Walls

Proposed Motion:

Move City Council approve the utilization of the Mohave Educational Services Cooperative Contract No. 21H-DHP-0917, for maintenance, repairs, and purchase of bay doors, locking systems, door hardware, and operable walls, from DH Pace Company, Inc., in an amount not to exceed $380,000, for the period of one year, September 17, 2024, through September 16, 2025.

Background/Discussion:

The city maintains various doors, locking systems, and operable walls. Under this agreement, DH Pace will provide maintenance and repairs to various overhead doors, locking systems, gates, door hardware, and operable walls. Related parts may be purchased as well. In addition to maintenance and repairs administered through the Building and Facilities Division at various city buildings, this item includes Wastewater Operating funds for the Airport Water Reclamation Facility to replace garage doors and main doors at the facility.

Evaluation:

Mohave Educational Services Cooperative, Inc., competitively solicited and awarded a contract to DH Pace Company, Inc., for doors, locking systems, door hardware and operable walls. The city has an agreement with Mohave Educational Services Cooperative that permits the cooperative use of its contracts. The term of the Mohave Educational Services Cooperative contract is valid through September 16, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3960.5410	Wastewater Operating	N/A	$250,000	N
401.3210.6210.0.6BF628	General Fund Capital Projects	Existing City Building Renov/Rep	$100,000	Y
615.3970.5410	Wastewater Operating	N/A	$20,000	N
615.3940.5410	Wastewater Operating	N/A	$10,000	N

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City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	October 17, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO
From:	Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject:	Purchase of Access Controls and Security Equipment

Proposed Motion:

Move City Council approve the purchase of access controls and security equipment, from APL Access & Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $825,000.

Background/Discussion:

This contract will provide continued service by APL Access & Security, Inc., for the installation, repair, and maintenance of access controls and security equipment throughout the city. These services include, but are not limited to, software and hardware upgrades, security camera projects, door control projects, and alarm monitoring.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for access controls and security equipment. The city has an agreement with the State of Arizona allowing for the cooperative use of its contracts. Staff recommends the cooperative use of this contract. The term of the State of Arizona contract is valid through July 27, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

401.3210.6210.0.6BF628	General Govt Capital Projects	Existing City Building Renov/Rep	$600,000	Y
605.3860.5419	Water Operating	N/A	$100,000	N
615.3960.5410	Wastewater Operating	N/A	$75,000	N
615.3970.5410	Wastewater Operating	N/A	$50,000	N

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City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	October 17, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO
From:	Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject:	Purchase of Vehicles and Upfitting

Proposed Motion:

Move City Council approve the purchase of vehicles and upfitting, using multiple vendors under State of Arizona contracts, in a combined amount not to exceed $4,314,940.

Background/Discussion:

Each year the Fleet Division, in collaboration with the Fleet Advisory Committee (FAC) which is made up of representatives from each department, completes a thorough review of needed vehicle replacements. Vehicle replacements are funded through a Vehicle Replacement Fund that is supported by annual contributions from operating budgets where the vehicle is used to ensure its future replacement. The city currently has just over 800 vehicles, with the vast majority (93%) being special purpose vehicles featuring upfitting for specific job/service uses. In addition, each year the acquisition of new vehicles is approved through the budget process and excludes large vehicular equipment (e.g. street sweepers, bucket trucks, fire engines, etc.).

A total of 86 vehicles were anticipated for replacement this fiscal year. To determine actual replacements, the Fleet Division used its software-based 15 Point Replacement Criteria Analysis, a systematic tool to decide replacements based on age, mileage and repair records (cost to maintain). This analysis narrowed the list down to 75 replacements. After additional discussions with the FAC and user departments and conducting further vehicle inspections, the actual vehicle replacement list includes 51 needed replacements through the Vehicle

Replacement Fund across all departments.

Besides the 51 recommended replacement vehicles, this item includes six (6) new vehicles and one (1) trailer replacement approved through the FY 2024-25 budget process, for a grand total of 58 purchases. The Fleet Division and FAC also analyzed the required replacements for hybrid and/or electric options, resulting in 11 of the proposed vehicle purchases recommended as hybrids based on market availability and anticipated use. The recommended vehicles purchases can be summarized by function as follows: Police: 68%, or $2.9M, for 39 vehicles; Public Works and Utilities: 14%, or $605,000, for 7 vehicles; Fire: 9%, or $390,000, for 5 vehicles; Fleet: 1%, or $35,000, for 1 vehicle; Community Services: 6%, or $282,000 for 3 vehicles; Cultural Development: 1%, or $20,000, for 1 vehicle, CAPA: 1%, or $64,000, for 1 vehicle. These items include estimated vehicle purchases and the necessary vehicle upfitting.

Evaluation:

The State of Arizona competitively solicited and awarded contracts for the purchase of vehicles and dealer upfitting. The City has a current agreement with the State of Arizona allowing for the cooperative use of its contracts. For these vehicles, the use of these contracts is advantageous because it offers the ability to work with contracted vendors to develop vehicle specifications for the more complicated requirements of trucks and the ability to choose specific vehicles and upfitting when required for certain applications.

Financial Implications:

The city maintains a Vehicle Replacement Fund that allows for the ongoing replacement of citywide operating fleet vehicles, except those specially determined as capital and replaced through the CIP. Revenues to support this fund are generated through ongoing contributions from departments towards the future replacement costs of their operating fleet vehicles. The contribution comes from the fund that supports the operating activities, such as the General Fund, Water Fund, Wastewater Fund, Solid Waste Fund, and Airport Fund. New vehicle additions are budgeted with an estimated purchase price, as well as an ongoing contribution to the Vehicle Replacement Fund to support its future replacement, unless it has been determined to be purchased with a grant or in this case, opioid funds.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
404.1199.6310	Vehicle Replacement Fund	N/A	34,600	N
404.1210.6310	Vehicle Replacement Fund	N/A	$64,100	N
404.1540.6310	Vehicle Replacement Fund	N/A	$19,900	N
404.2030.6310	Vehicle Replacement Fund	N/A	$2,726,600	N
404.2210.6310	Vehicle Replacement Fund	N/A	$304,600	N
404.3300.6310	Vehicle Replacement Fund	N/A	$181,000	N
404.3700.6310	Vehicle Replacement Fund	N/A	$80,900	N
404.3800.6310	Vehicle Replacement Fund	N/A	$98,200	N
404.3860.6310	Vehicle Replacement Fund	N/A	$52,000	N
404.3880.6310	Vehicle Replacement Fund	N/A	$52,000	N
404.4530.6310	Vehicle Replacement Fund	N/A	$218,252	N
101.2030.6310	General Fund	N/A	$184,000	N

402.2030.6310	Capital Replacement Fund	N/A	$9,600	N
101.3800.6310	General Fund	N/A	$52,649	N
605.3860.6310	Water Operating Fund	N/A	$87,921	N
101.4530.6310	General Fund	N/A	$63,618	N
101.2210.6310.0.2OPDSF	General Fund	N/A	$85,000	N

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City Council Memorandum Human Resources Memo No.

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Rae Lynn Nielsen, Human Resources Director
From: Sarah Meland, Management Assistant
Subject: Resolution No. 5840, Renewal Request to Industrial Commission of Arizona for Continued Exemption from Requirement to Post Security for Self-Insured Workers' Compensation Program

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5840, renewing the request to the Industrial Commission of Arizona for continued exemption from the requirement to post security for the Self-Insurance Workers' Compensation Program.

Background:

The City of Chandler was approved by the Industrial Commission of Arizona (ICA) to self-insure workers' compensation benefits on January 1, 2003. A requirement of self-insured programs is to post a security bond with the ICA to ensure performance in the event that a self-insured program becomes insolvent.

The ICA implemented rules governing management of the workers' compensation self-insurance program. The regulation setting forth the requirements for a waiver from the requirement to post security for a public entity or public entity pool was renumbered and clarified as part of a comprehensive recodification of the Workers' Compensation Self-Insurance ICA regulations completed in late 2022. Rule No. 20-5-1525 includes an "Exemption from Requirement to Post Security," reproduced below:

"A public entity or public entity pool is eligible for a waiver from posting security if:

1. The Public Entity has conducted business or the Public Entity Pool has operated in Arizona for a minimum of five consecutive years;
2. The Public Entity Trust Fund (for the Public Entity) or the Workers' Compensation Pool Loss Account (for the Public Entity Pool) continually maintains a positive fund/account balance; and
3. The Public Entity Trust Fund (for the Public Entity) or the Workers' Compensation Pool Loss Account (for the Public Entity Pool) is continually funded to cover actuarial liabilities of the Self-Insurer's incurred claims in accordance with the February 1996 Governmental Accounting Standards Board Statement No. 30 (Risk Financing Omnibus, An Amendment of GASB Statement No. 10)."

Financial Implications:

Since its self-insured program's establishment in January 2003, the City has made only one initial payment in 2003, amounting to $16,745, to purchase security bonds. Since then, the city's application for exemption from posting security has been continually accepted. The City expects this trend to continue this year, thereby avoiding any further expenditures on bonds once acceptance is confirmed.

Attachments

Resolution 5840

RESOLUTION NO. 5840

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA, RENEWING REQUEST TO INDUSTRIAL COMMISSION OF ARIZONA FOR CONTINUED EXEMPTION FROM REQUIREMENT TO POST SECURITY FOR SELF-INSURED WORKERS' COMPENSATION PROGRAM

WHEREAS, the City of Chandler has been authorized by the Industrial Commission of Arizona (ICA) to self-insure its workers' compensation claims since January 2003, and

WHEREAS, the rules of the ICA allow a self-insured public entity to request exemption from the requirement to post security if certain requirements for funding its actuarial liabilities are satisfied; and

WHEREAS, the City of Chandler fully funds its outstanding workers' compensation liabilities through an Annual Budget approved by the City Council and established in Internal Service Fund 736, Sub fund Workers' Compensation, in accordance with Chandler City Code Chapter 5-7, and the Fund is managed by the City's Chief Financial Officer and Human Resources Director, funded annually based upon established liabilities and annual funding levels consistent with the February 1996 Governmental Accounting Standards Board (GASB) Statement No. 30 (Risk Financing Omnibus, An Amendment of GASB Statement No.10), and audited annually by certified public accountant; and

WHEREAS, it is in the best interest of the City to be exempted from the requirement to post security for the self-insured workers' compensation claims.

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

Section 1. That this resolution constitutes a certified statement by the City Council, as the governing body of the City of Chandler, in support of the request for continued exemption from the requirement to post security.

Section 2. That the City of Chandler meets the conditions set forth in Arizona Administrative Code R20-5-1525 for waiver from the requirement to post security.

Section 3. That the City Council, or its designee, shall immediately notify the ICA and provide security if the City Council, or its designee, learns that the Self-Insurance Fund has insufficient funds to cover all workers' compensation liabilities.

Section 4. That the signatures on this resolution represent, at minimum, a majority of the members of the City Council.

Section 5. That the Mayor and City Council members are authorized to sign the resolution and related documents required by the ICA, as approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 17th day of October 2024.

ATTEST:

CITY CLERK	Kevin Hartke, MAYOR
OD Harris, VICE MAYOR	Angel Encinas, COUNCILMEMBER
Christine Ellis, COUNCILMEMBER	Matt Orlando, COUNCILMEMBER
Jane Poston, COUNCILMEMBER	Mark Stewart, COUNCILMEMBER

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5840 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 17th day of October 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY RSL

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City Council Memorandum Human Resources Memo No. N/A

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Rae Lynn Nielsen, Human Resources Director
From: Fernanda Acurio, Benefits & Compensation Manager
Subject: Agreement No. 4046, Calendar Year 2025 Amendment, with Anthem Life Insurance Company, for Public Safety Personnel Long-Term Disability Insurance

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Proposed Motion:

Move City Council approve Agreement No. 4046, Calendar Year 2025 Amendment, with Anthem Life Insurance Company, for public safety personnel long-term disability insurance, in an amount not to exceed $200,000, for the period of one year, beginning January 1, 2025, through December 31, 2025, and authorize the City Manager or designee to extend the Agreement for an additional year, beginning January 1, 2026, through December 31, 2026 (CY2024), subject to the same terms and conditions.

Background/Discussion:

The city provides a long-term disability insurance benefit for public safety personnel as a component of the public safety employee benefits package. The benefit is paid by the city.

Evaluation:

City staff review the employee benefits package each year with the assistance of an employee benefits consulting firm. The long-term disability insurance is designed to assist public safety personnel by helping replace income in the event of a long-term illness. This Agreement has been in effect since 2004. Staff recommends extension of this Agreement for the term of January 1, 2025, through December 31, 2025 and recommends City Council authorize the City Manager or designee to extend the Agreement for an additional year, beginning January 1,

2026, through December 31, 2026 (CY2024), subject to the same terms and conditions.

Financial Implications:

This City-funded insurance benefit is paid from all public safety cost centers in the General Fund where sworn employees reside and calculated at $0.36 for every $100 of wages. The funds are then collected in a payroll clearing liability account to pay the total amount due to the insurance company. The City has budgeted approximately $200,000 for this benefit.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.xxxx.5122.0.0.0	General Fund	N/A	$200,000	N

Attachments

Agreement

Docusign Envelope ID: FCDB304B-02F3-4FFC-9341-737FC0160D7D

City Clerk Document No. _____

City Council Meeting Date: October 17, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
LONG-TERM DISABILITY INSURANCE FOR PUBLIC SAFETY PERSONNEL
CITY OF CHANDLER AGREEMENT NO. 4046

THIS CALENDAR YEAR 2025 AMENDMENT (CY 2025 Amendment) to Agreement No. 4046 for Long-Term Disability Insurance for Public Safety Personnel, dated January 1, 2004 (the Agreement), is made and entered by and between the City of Chandler, an Arizona municipal corporation (City), and Anthem Life Insurance Company (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 first entered the Agreement to provide Long-Term Disability Insurance for Public Safety Personnel effective January 1, 2004; and

WHEREAS, the Contractor extended its guaranteed rates through December 31, 2026; and

WHEREAS, the Parties wish to extend the Agreement subject to the same terms and conditions for an additional year from January 1, 2025, through December 31, 2025 (CY 2025) and to give the City Manager, or designee, the authority to extend the agreement for an additional year through CY 2026.

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. The term of the Agreement is extended for one year from January 1, 2025, through December 31, 2025.

3. The City Manager, or designee, may extend the term of the Agreement for an additional term of January 1, 2026, through December 31, 2026 (CY 2026), subject to the same terms and conditions.

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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 CY 2025 Amendment and the Agreement, the terms and conditions in this CY 2025 Amendment prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Charlotte Riddle _____
Its: Mayor	Its: Anthem Life Account Manager _____

APPROVED AS TO FORM:

By: _____
City Attorney PGL

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Human Resources Memo No. N/A

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Rae Lynn Nielsen, Human Resources Director
From: Fernanda Acurio, Benefits & Compensation Manager
Subject: Agreement No. 4802, Employee Benefits Consulting Services

Proposed Motion:

Move City Council approve Agreement No. 4802, with The Segal Company (Western States), Inc., for employee benefits consulting services, in an amount not to exceed $120,000, for the period of one year, beginning January 1, 2025, through December 31, 2025, with the option of up to four one-year extensions.

Background/Discussion:

The city has historically employed the services of a benefits consultant to assist with the administrative provider management of all group and voluntary insurance plans including health and pharmacy, life, dental, vision, flexible spending, and employee assistance. The consultant assists the city in defining and continuously validating long-term benefit strategies that align its needs with those of the plan participants. The consultant is involved in claims and utilization analysis, actuarial analysis of the self-insured plans, plan performance reviews, compliance adherence, competitive solicitation analysis, and negotiations. Additionally, the consultant advises staff of legislative and regulatory changes that impact the city's benefits programs and works with the Health Benefits Trust Board and the city's Employee Healthcare Taskforce to review plan design strategies to reduce healthcare costs while still providing a competitive benefits package. Staff recommends the extension of the Agreement for the term of January 1, 2025, through December 31, 2025.

Evaluation:

The Segal Company (Western States), Inc., has been providing employee benefits consulting and actuary services to the City of Chandler since January 2014. The Segal team has deep knowledge with respect to the city, the Healthcare Benefits Trust Board, the city's benefits plans, the city's plan participants, and the culture of the city, and has established themselves as reliable experts with staff and the Healthcare Benefits Trust Board. Staff has reviewed the specific qualifications and experience offered by Segal and its team of consultants and actuaries and finds the company to be uniquely qualified.

Staff has reviewed the rates offered by The Segal Company and found them to be competitive; there is no cost increase to this agreement. The term of the agreement is January 1, 2025, through December 31, 2025, with the option of up to four one-year extensions.

Financial Implications:

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
741.1290.5219	Other Professional Services	N/A	$120,000	N

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
741.1290.5219.0.0.0	Medical Self Insurance	N/A	$120,000	N

Attachments

4802 Agreement

Docusign Envelope ID: 914BFF8E-2F16-499B-81EA-DF1F48C6D83F

City Clerk Document No. _____

City Council Meeting Date: October 17, 2024

CITY OF CHANDLER SERVICES AGREEMENT
EMPLOYEE BENEFITS CONSULTING SERVICES
CITY OF CHANDLER AGREEMENT NO. 4802

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and The Segal Company (Western States), Inc., 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

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

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

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

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on January 1, 2025, and ends on December 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $120,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

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remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

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immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise

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

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Christina Pryor	Name: Richard Ward
Title: Procurement and Supply Senior Manager	Title: Senior Vice President Western Region Director, Public Sector
Address: 175 S. Arizona Avenue, 3rd Floor	Address: 1501 W. Fountainhead Pkwy, St. 370
Chandler, AZ 85225	Tempe, AZ 85282
Phone: 480-782-2403	Phone: 818-956-6714
Email: christina.pryor@chandleraz.gov	Email: rward@segalco.com

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

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

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

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

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

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

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

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

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

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

5.22 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.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

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administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

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

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

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

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

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

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Business Associate Agreement

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

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

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accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

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

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

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

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

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

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

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

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

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Richard Ward
Its: Mayor	Its: Sr. Vice President

APPROVED AS TO FORM:

By: _____
City Attorney RSL

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF SERVICES

Scope of Services

The Contractor shall provide consulting services upon request. Services may include:

1. **Assist in the development and management of Requests for Proposals for benefit plans.** These services may include project planning to set goals; review and redline of City prepared draft of RFP, review RFP responses and provide summary information on each RFP; attend RFP committee meetings as resource for technical issues; vendor negotiations; contract terms and conditions review, assist with the development, negotiation and implementation of performance standards and guarantees. Assist with the implementation of new plans and vendors. May involve legal and actuarial review, including interpretation of technical payroll deduction issues associated with insurance deductions. The City acknowledges that the Contractor does not provide legal services or advice.

2. **Make recommendations and participate in renewal negotiations for benefit plans**
   Make recommendations on matters such as, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions as they relate to the service benefit, quality assurance standards, utilization and performance reports, statistical and/or financial reports and plan specific data such as medical conditions, prescription drugs, high-cost procedures, in-patient data, etc.

3. **Assist the City with implementation for any plan changes**
   The services may involve third party administrators and may involve actuarial and legal review. The City acknowledges that the Contractor does not provide legal services or advice.

4. **Review and make recommendations regarding existing and potential benefit plans and programs**
   Services may also include modifications to existing plan design, implementation, administration, cost (rates), and quality, adequacy, competitiveness, cost effectiveness of employee benefit plans and programs. Advise on alternative delivery systems, financing alternatives, employee contributions, benefits and HR Administration Systems and other areas as appropriate. Provide financial and/or performance reviews of benefit plans. Evaluate cost and risk implication related to plan design changes. Review of benefits program to determine whether employer/employee premium structure is appropriately divided. Review of accrual rates for any City benefit plan. May involve actuarial and legal review. The City acknowledges that the Contractor does not provide legal services or advice.

5. **Assist the City in modifying and editing plan documents**
   Including Certificates of Coverage, Plan booklets, Benefit Guides and Summaries of Benefits and Coverage (SBCs) as needed.

6. **Provide regular and timely communication of changes in law and regulation**
   These services include proposed changes in federal and state statutes and regulation that may impact the City's employee benefit plans and programs. Recommend procedures and/or policies that the City should implement to comply with federal and state statutes and

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regulations. May involve on-site training regarding legislative updates or best practice seminars.

7. Provide day-to-day service support

Provide services including plan interpretation, legal consultation and advice, problem resolution support, calls, meetings, and/or written reporting on any employee benefit insurance program. May include working with insurance companies and benefit providers to answer questions and resolve issues on the City's behalf.

8. Perform research and provide responses

Provide services upon request to provide responses to questions posed by the City. May involve comparison surveys of other public employers' benefit plans and programs, especially Arizona, to determine competitiveness.

9. Assist in evaluating the City's wellness initiatives

Services include identifying areas needing to be addressed based on analysis of high claim costs and apparent risk factors.

10. Provide communications consulting as needed

Services may include the following:

- Assist with annual and ongoing enrollment communications materials
- Participate in open enrollment planning
- Review and comment on internal communications
- Provide technical and creative assistance with the on-going development and preparation of various employee/retiree communications about existing and new insurance offerings and wellness
- Assist with special projects such as benefits summary, newsletters, etc.
- Assist with the design of benefits web-site and provide content advice
- Presentations to various employee and retiree groups and to Mayor and Council
- Presentations to the City's Health Care Trust Board at regularly scheduled meetings to include reporting on enrollment, claims and utilization

12. Accept broker fees from voluntary insurance plan providers

Maintain on account for City expenditures related to administration, communication and support for any and all benefit plans and account for the fees and expenditures on a monthly basis.

Additional Requirements

1. The Contractor shall comply with the provisions of A.R.S. 23-908 and the privacy rule provisions of the Health Insurance Portability and Accountability Act regarding the use and disclosure of medical information to the extent applicable by these laws or their successor sections.
2. The Contractor shall have no interest in other projects or independent contracts that conflict with the interests of the City. The Consultant shall immediately notify the City of any relationship or project that represents an actual or perceived conflict of interest.
3. The Contractor shall maintain effective relationships with appropriate industry commissions.
4. The Contractor shall maintain effective relationships with appropriate industry providers, networks and carriers.
5. The Contractor shall provide additional, closely related services upon request of the City.

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EXHIBIT B
COMPENSATION AND FEES

The Contractor shall provide services per the Scope of Work upon request in accordance with the following fee schedule.

Consulting Services:	**$325.00 per hour**

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EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

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

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

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

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

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees

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shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

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

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

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

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1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") between **The Segal Group, Inc.**, a Delaware corporation, with its principal place of business at 333 West 34th Street, New York, NY 10001-2402, on behalf of itself and its operating subsidiaries and its affiliates[1], (collectively, "Segal"), and **City of Chandler,** with its principal place of business at 175 South Arizona Avenue, Chandler, Arizona 85225, United States ("Client") is made effective as of **January 1, 2025** (the "Effective Date"). Segal and Client will also be referred to herein individually as a "Party" and jointly as the "Parties".

WHEREAS Client is a group health plan, or a plan sponsor of one or more group health plans, which group health plan(s) and constitutes a Covered Entity, as such term is defined in 45 CFR §160.103;

WHEREAS Segal provides consulting services ("Services") to Client in accordance with the underlying services agreement (the "Services Agreement"), which requires Segal to access, use, disclose and maintain Protected Health Information ("PHI"), as such term is defined in 45 CFR §160.103. Accordingly, Segal is a Business Associate, as such term is defined in 45 CFR §160.103, of the Client when it conducts Services; and

WHEREAS the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") regulates the access, use, disclosure and maintenance of PHI. Segal and Client desire to exchange and treat PHI in compliance with HIPAA and HITECH under the Privacy, Security and Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 subparts A, C, D and E (the "HIPAA Rules").

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, Client and Segal hereby agree as follows:

1. Definitions. All capitalized terms used and not otherwise defined herein will have the same meaning as in the HIPAA Rules.

2. Segal's Use and Disclosure of PHI

(a) Segal will not use or disclose PHI other than as permitted or required by this Agreement and agrees to use and disclose the minimum necessary PHI required. Segal will not use or disclose PHI in a manner that would violate the Privacy Rule if done by Client, except for the specific uses and disclosures set forth at subsections d, e and f below.

(b) Segal may use or disclose PHI as necessary to provide the Services.

(c) Segal may use or disclose PHI as Required by Law.

[1] This agreement governs services provided by the following legal entities: The Segal Company (Eastern States), Inc. (EIN: 13-1835864), a New York corporation; The Segal Company (Southeast), Inc. (EIN: 13-2619259), a Georgia corporation; The Segal Company (Midwest), Inc. (EIN: 13-1975125), an Illinois corporation: The Segal Company (Western States), Inc. (EIN: 94-1503999), a Maryland corporation and The Segal Company, Ltd. (EIN: 13-2776405), a Michigan corporation.

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(d) Segal may use PHI for its proper management and administration or to carry out its legal responsibilities.

(e) Segal may disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required by Law, or Segal obtains reasonable written assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Segal of any instances of which it is aware in which the confidentiality of the information has been violated;

(f) Segal may use and disclose PHI for purposes of Data Aggregation relating to the Health Care Operations of Client.

(g) Segal may De-identify PHI in accordance with the requirements of 45 CFR §164.514(a)-(c), and may use or disclose the information that has been de-identified.

3. Segal's Obligations and Activities Regarding PHI

(a) Segal will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Segal agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this Agreement and to ensure that the actions or omissions of its employees or agents do not cause Segal to breach the terms of this Agreement.

(b) Segal will report to Client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

(c) Segal will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI by Segal or its agents or subcontractors in violation of the requirements of this Agreement.

(d) Segal will comply with the Security Rule with respect to Electronic Protected Health Information ("ePHI") and agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any ePHI that it creates, receives, maintains or transmits on behalf of Client. Segal will report to Client any Security Incident of which it becomes aware. Notwithstanding the foregoing, Client acknowledges the ongoing existence of pings, port scans and other routine, unsuccessful attempts at accessing and/or interfering with Segal's information system that do not pose a threat or hazard to the integrity of PHI and about which no further notification from Segal is necessary.

(e) Segal will report to Client, as soon as practicable, but no later than 30 days after discovery, any Breach of Unsecured PHI as required at 45 CFR §164.410. Such notice will include all required information that is available, including:

(i) The identity of each Individual whose Unsecured PHI has been or is reasonably believed by Segal to have been accessed, acquired, used or disclosed during the Breach;

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(ii) A brief description of what happened, including the date of the Breach and the Date of Discovery if known;

(iii) A description of the type of Unsecured PHI involved in the Breach;

(iv) Any other available information that a Covered Entity is required to include in Notification to Individuals under §164.404(c) including:

a. The steps Individuals should take to protect themselves from potential harm resulting from the Breach;

b. A brief description of the steps Segal is taking to investigate, mitigate harm, and protect against further breaches; and

c. Contact information for follow-up questions.

(f) If Segal uses Subcontractors in the provision of the Services, Segal will ensure that Subcontractors who create, receive, maintain, or transmit PHI on its behalf agree to equivalent restrictions, conditions, and requirements as contained herein with respect to such information.

(g) Segal will make available to Client PHI in a Designated Record Set as necessary to satisfy Client's Individual Access obligations under 45 CFR §164.524.

(h) Segal will make any Amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Client pursuant to 45 CFR §164.526, or take other reasonable measures as necessary to satisfy Client's obligations under 45 CFR §164.526.

(i) Segal will maintain and make available to Client the information required to provide an Accounting of Disclosures, as necessary to satisfy Client's obligations under 45 CFR §164.528. In the event that an Individual makes a request for an Accounting directly to Segal, Segal will forward such request to Client within ten (10) business days.

(j) Segal will only carry out Client's obligations under the Privacy Rule as mutually agreed to by the Parties. In such instances, Segal will comply with the Privacy Rule requirements that apply to Client in the performance of such obligations.

(k) Subject to any applicable legal privileges or confidentiality agreements, Segal will, upon reasonable notice and during normal business hours, make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules by Segal and/or Client.

4. Client's Obligations and Activities

(a) Client will notify Segal of any limitation(s) in its Notice of Privacy Practices under 45 CFR §164.520, to the extent that such limitation may affect Segal's use or disclosure of PHI.

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(b) Client will notify Segal of any changes in, restrictions or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Segal's use or disclosure of PHI.

(c) Client will notify Segal of any restriction on the use or disclosure of PHI that it has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Segal's use or disclosure of PHI.

(d) Client will not request that Segal use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except to the extent that such use or disclosure is for the purposes set forth in Sections 2(d), (e), (f) and (g) of this Agreement.

5. Term and Termination

(a) The Term of this Agreement will be effective as of the Effective Date and will run concurrently with the Services Agreement, unless this Agreement is terminated earlier due to the violation of a material term as provided for in Section 5(b) below.

(b) Either Party may terminate this Agreement if the other violates a material term of the Agreement, provided that the non-breaching Party provides the breaching Party with no less than 30 days' notice in which to cure such violation prior to termination becoming effective. However, if the non-breaching Party reasonably and in good faith determines that the violation is not curable, it may terminate this Agreement immediately upon written notice to the breaching Party. Client may report the problem to the Secretary if termination is not feasible.

(c) Upon termination of this Agreement, the Services Agreement also will terminate to the extent that it requires Segal to access, use, disclose and/or maintain PHI in order to provide the Services.

(d) Upon termination of this Agreement for any reason, Segal will, to the extent feasible, return or destroy the PHI, which Segal still maintains in any form. If return or destruction of the PHI is not feasible, in Segal's reasonable judgment, Segal will extend the protections of this Agreement to such information for as long as it retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this 5(d) will survive any termination of this Agreement.

(e) Client understands that Segal's need to maintain portions of the PHI for archival purposes related to memorializing the Services, and to comply with applicable regulations and its then-existing document retention and business continuity programs. Segal will not use or disclose the PHI so retained other than as described in this Section 5(e) and will maintain such PHI in accordance with its obligations under this Agreement until all such PHI is destroyed in accordance with Segal's document retention policy. The Parties understand that this 5(e) will survive any termination of this Agreement.

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6. Notices. Any notices or other communications under this Agreement will be in writing and will be given to the Parties by hand, by electronic mail, nationally recognized overnight courier service or by express, registered or certified mail, postage prepaid, return receipt requested, at the addresses set forth below:

If to Client, to:

City of Chandler
175 South Arizona Avenue
Chandler, Arizona 85225
United States
Attention: Fernanda Acurio

fernanda.acurio@chandleraz.gov

If to Segal, to:

The Segal Group
333 West 34th Street
New York, NY 10001
United States
Attention: Privacy Official
c/o General Counsel
Contract_Notice@segalco.com

Copy to:

Rachel Calisi
rcalisi@segalco.com

7. General

(a) *Regulatory References*. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) *Interpretation; Entire Agreement;* Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules. This Agreement constitutes the entire agreement between the Parties regarding the exchange of PHI. In the event of any inconsistency or conflict between this Agreement, and the Services Agreement or any other written agreement between the Parties, the terms, provisions and conditions of this Agreement will control and govern with respect to PHI.

(c) *Modification of Agreement*. The Parties agree to take such action as is necessary to modify or amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules, HITECH and any other applicable law. The Parties agree to negotiate in good faith to modify this BA Agreement as reasonably necessary to comply with new regulations and requirements as they become effective but, in the event the Parties are unable to reach agreement in such a modification, either Party will have the right to terminate this BA Agreement upon 30 days' prior written notice to the other party.

(d) *Severability; Waiver.* If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.

(e) *No Third Party Beneficiaries.* This Agreement is made and entered into solely for the benefit and protection of the Parties hereto, their successors and permitted assigns,

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and does not confer any rights or privileges upon any third parties, including any participant or beneficiary of Client.

(f) *Informal Resolution.* If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties will make good faith efforts to resolve such matters informally.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Government Relations & Transportation Policy Memo No.**

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
From: Raslyn Sleet, Grants Program Manager
Subject: Resolution No. 5838 Authorizing the Submittal of a Pass-Through Gaming Tribal Revenue Sharing Grant Application From Dignity Health Foundation on Behalf of Salt River Pima-Maricopa Indian Community

Proposed Motion:

Move City Council pass and adopt Resolution No. 5838 approving an intergovernmental agreement between the Salt River Pima-Maricopa Indian Community and the City of Chandler for the distribution of a pass-through Indian gaming revenue sharing grant in the amount of $50,000 to Dignity Health Foundation-East Valley; and authorizing submission of a related pass-through grant application for Post-Hospitalization Services at Dignity Health East Valley for Uninsured/Underinsured Hospital Patients in the East Valley.

Background:

In 2002, a coalition of Arizona Indian tribes successfully obtained passage of Proposition 202, whereby the State was authorized to enter into gaming compacts with individual tribes. The compacts allowed for expanded tribal use of games and gaming devices as well as pari-mutuel wagering. In exchange, tribes agreed to share a portion of gaming revenues with the State and its counties, cities and towns. The law provides that 12 percent of tribal contributions pursuant to the compacts shall be contributed by Indian tribes to cities, towns and counties for government services that benefit the general public, including public safety, mitigation of gaming impacts and promotion of commerce and economic development. The Indian tribes have some discretion over how these contributions will be made, and each tribe has different application procedures that need to be observed to obtain funding. Additionally, it has become a common practice for

cities to submit applications for such contributions on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government services that benefit the general public.

The City of Chandler for many years has submitted pass-through grant applications for numerous nonprofit organizations based on the interests of the City and its residents. The pass-through grant applicant must be a 501(c)(3) nonprofit organization with some nexus with the City and its residents.

Discussion:

Common Spirit Health was formed in 2019 by Dignity Health and Catholic Health Initiatives (CHI). Both health systems have a long, proud legacy of serving all people in need, especially those who have been made vulnerable by poverty, age, and other hardships. Common Spirit Health is continuing these legacies by actively advocating for positive social change. With more than 700 care sites across the U.S. – from clinics and hospitals to home-based care and virtual care services – Common Spirit Health is accessible to nearly one out of every four U.S. residents.

In addition to the acute care facilities operated by Dignity Health in the East Valley, the organization also offers numerous community health programs outside the hospital setting, including children's dental clinics for underserved families, healthier living workshops to help older adults self-manage their conditions, and postpartum support groups for new mothers. The grant funding will allow Dignity Health Foundation – East Valley to create a more equitable program to provide medication for underserved patients who use hospitals in the East Valley.

On average, 250 uninsured or underinsured patients are treated by a Dignity Health hospital in the East Valley per month with an average cost of medications totaling around $94/month per person. Approximately 24% of elderly Medicare patients do not have prescription drug coverage in the US. Based on that projection, Chandler Regional and Mercy Gilbert Medical Centers serve roughly 278 Medicare patients without Medicare Part D for prescription coverage per month. In FY24, Chandler Regional and Mercy Gilbert assisted with over $200,000 in charity prescriptions, medical services, and transportation for un/underinsured patients. This program would ensure that 60 - 80 patients who are un/underinsured receive the medications and services they need for healing.

Financial Implications:

The City, by virtue of this Resolution, is simply acting as a financial conduit between the Salt River Pima-Maricopa Indian Community and Dignity Health Foundation-East Valley, and is in no way agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Dignity Health Foundation-East Valley, guarantee the accuracy, completeness or truthfulness of the information set forth in the application materials prepared by the Dignity Health Foundation-East Valley, supervise or take any responsibility regarding the actions or activities undertaken by the Dignity Health Foundation-East Valley, or represent that Dignity Health Foundation-East Valley, either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Dignity Health Foundation-East Valley, to other Indian tribes. The City has up to 10 days to send the funds to Dignity Health Foundation-East Valley once received from the Salt River Pima-Maricopa Indian Community.

Attachments

Dignity Health Application

Resolution 5838 Dignity Health Salr River Pima-Maricopa Indian Community

12% CY2025 IGA

Dignity Health Award Letter from Salt River Pima Maricopa Indian Community

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY
10005 E. Osborn Road, Scottsdale, Arizona 85256 / Phone 480-362-7520 / Fax 480-362-7593

12% Gaming Grant Program Application
Calendar Year 2025

About the 12% Gaming Grant Program Application:
The Salt River Pima-Maricopa Indian Community 12% Gaming Grant Program ("Program") application will serve to provide a comprehensive review of the programming requests for Arizona cities, towns, counties, non-municipal public service organizations, and non-profit organizations selected to apply for grant funding. It is not the intent of the Program to award grants that would benefit individuals, be used as sponsorships, be used for religious activities, primarily fund the indirect or administrative costs of a program/organization, or be used for the direct benefit of the Salt River Pima Maricopa Indian Community.

For Calendar Year 2025 the Program will only consider applications that seek funding that can be expended on an annual basis, for programming, equipment, etc. No multi-year capital campaign projects will be considered.

Date of Application: 8/21/2024

Organization Name: Dignity Health Foundation – East Valley
(For Non-profit applications please include the organization's IRS letter of determination.)

Organization/Municipal Government Mailing Address:

Organization:
Dignity Health Foundation – East Valley
1727 W. Frye Road
Chandler, AZ 85224

Municipality:
City of Chandler
Communications and Public Affairs
175 S Arizona Ave
Chandler, AZ 85297

Organization History:
(Provide a brief summary of the origins of the organizations and any notable milestones and/or significant audit findings)

Dignity Health in Phoenix's eastern suburbs of Chandler and Gilbert is comprised of Chandler Regional Medical Center, Mercy Gilbert Medical Center, Mesa Arizona General Hospital, three Urgent Cares, eight freestanding Emergency Rooms, and Dignity Health Foundation – East Valley. Adapting to the changing healthcare needs of our neighbors has driven innovation at Dignity Health in the East Valley over the last 60 years. In 1961, Chandler Regional Hospital opened with only 40 beds, 25 employees and 91

volunteers, and laid the foundation for the full-service, acute-care hospital it has become. As the population has boomed in the areas surrounding Chandler, the hospital has become part of a larger network of hospitals in order to provide exceptional quality and specialized care. In 2012, the hospital network, Catholic Healthcare West, became Dignity Health. The new name, and the governance structure that came along with it, reflected who we are and what we stand for. The value of dignity is the foundation of our culture, and we hope it is apparent in all we do that we recognize the inherent dignity of each person.

CommonSpirit Health was formed in 2019 by the alignment of Dignity Health and Catholic Health Initiatives (CHI). Founded by women religious, both health systems have a long, proud legacy of serving all people in need, especially those who've been made vulnerable by poverty, age, and other hardships. CommonSpirit Health is continuing these legacies by actively advocating for positive social change. With more than 700 care sites across the U.S. – from clinics and hospitals to home-based care and virtual care services – CommonSpirit Health is accessible to nearly one out of every four U.S. residents.

Chandler Regional is a 429-bed, non-profit facility with more than 2,700 employees, and almost 1,000 doctors on staff representing all major specialties. Mercy Gilbert has been Gilbert's largest hospital since its completion in 2006. At Mercy Gilbert, Dignity Health is near completion of the Women's & Children's Pavilion. In partnership with Phoenix Children's Hospital, the five-story tower will meet community demand for expanded pediatric specialized services and will also offer expanded obstetrics services and a Level III neonatal intensive care unit at Mercy Gilbert.

In addition to the acute care facilities operated by Dignity Health in the East Valley, our ministry also offers numerous community health programs outside the hospital setting, including Children's Dental Clinics for underserved families, Healthier Living Workshops to help older adults self-manage their conditions, and Postpartum Support Groups for new mothers. These programs help our neighbors avoid having to seek medical attention from a hospital setting, which saves them from undertaking sizable medical bills, insurance premiums, and other factors which may impact them negatively. For those of our neighbors who do require hospital care, there is a growing number of un/underinsured and underserved patients lacking the resources to access post-hospital services such as prescription medications, skilled nursing, transportation, and durable medical equipment they need after discharge. This is a critical issue we at Dignity Health face regularly at Chandler Regional and Mercy Gilbert Medical Centers and we find ourselves searching for a solution and a means to provide support to our patients.

Organization Structure:
(Provide a list of current board members and key staff members)

Foundation Board members support Dignity healthcare facilities and programs in the Southeast Valley through philanthropy, specifically providing funding for Chandler Regional Medical Center's and Mercy Gilbert Medical Center's programs and services. Board members are influential hospital and community members who are chosen based on ability to uphold Dignity Health's mission and provide leadership, fundraising, and service to hospital programs. Board members provide a community perspective in advancing Dignity Health mission and vision; ensure that community health is a key component of strategic planning; and review program progress and make recommendations as needed. Please see attached list of Dignity Health Foundation – East Valley Board Members.

In addition to our foundation board, Dignity Health has a variety of other bodies that provide oversight of programs including:

Executive Leadership Team
- Alignment of Community Benefit Plan with Community Health Needs Assessment
- Alignment of Community Benefit Plan with Strategic Plan
- Budgeting, monitoring and reporting

East Valley Community Board:
- Supports the hospitals in achieving their mission and vision through philanthropy
- Enlists philanthropic support through business and community relationships
- Provides leadership and governance of the foundation

Community Benefit Committee:
- Ensures that community health priorities are integrated in the hospitals' strategic planning and budgeting process
- Ensures the hospitals' community benefit plan focuses on sectors of the community with disproportionate unmet health needs

Do any conflicts of interest exist within the organization structure?
(I.e. family, professional or personal conflicts, SRPMIC representatives on board, etc.)

There are no conflicts of interest.

Contact Person and Project Manager if different from Contact Person:

Contact Person: Laurel Vetsch
Title: Director of Grants
Address: 1727 W Frye Rd., Suite 230, Chandler, AZ 85224
Phone: 480.728.3130
Fax: 480.728.3945
Email Address: laurel.vetsch@commonspirit.org

Program Manager: Mary Hunt
Title: Director of Care Coordination
Address: 1955 W. Frye Rd., Chandler, AZ 85224
Phone: 480-728-3355
Email Address: Mary.Hunt@commonspirit.org

Project Name:

Post-Hospitalization Services for Un/Underinsured Patients at Dignity Health East Valley Hospitals

Provide a brief description of the project being submitted to the 12% SRPMIC Grant program. In the description provide a summary of the relevant experience, administrative activity, and program development related to the grant request.

We know that inability to pay for medications, transportation, skilled nursing and durable medical equipment (DME) is a contributing factor for readmission to the hospital, and many of the patients we serve have insufficient insurance coverage for post-hospital services. Until funding was received in 2022 from SRPMIC, our hospitals took on this unbudgeted expense in order to ensure that patients' needs were met. We know many patients accept the prescription and durable medical equipment orders they are given, but fail to fill the orders due to a number of factors including the overwhelming cost, transportation challenges, and other access barriers.

Thanks to your support from CY 2023 through current CY 2024, our Care Coordination team at Dignity Health has been able to help 19 patients who did not have sufficient insurance coverage receive assistance with 32 oral medications halfway through the calendar year. Utilizing philanthropic funding to support this program helped us be more proactive with at-risk patients to ensure they have the means to acquire medication to be dispensed at home before being discharged from the hospital. Aside from patients receiving medications that are crucial to their recovery, receiving funding from this program has also helped the Care Coordination team focus efforts on identifying the most needed uses of these resources.

In 2024, we focused the $50,000 grant from Salt River Pima-Maricopa Indian Community to underwrite the need for oral and IV prescription medications for un/underinsured patients. As identified in the previous year, we learned that there is an even greater need for IV infusion medications that are dispensed at home after a patient is discharged. IV medications may be used to treat a variety of conditions, the most common being persistent infections that require long-term antibiotic treatment. Some conditions require 2-6 weeks of IV antibiotic infusion treatment and it's not cost-effective or comfortable for patients to remain in the hospital long enough to complete treatment. Most patients with insufficient medical coverage, also have transportation limitations to return to a medical facility to receive these infusions. The most cost-effective way to ensure they receive the treatment they need is to provide home health services to administer IV infusions in their home environment. The cost of these infusions are approximately $3,000 per patient visit.

In addition to IV medication needs, the volume of patients requiring a safe disposition, therapies, and skilled nursing has increased as our demographics shift in the Phoenix Metro East Valley region of Arizona. In 2024, Mercy Gilbert and Chandler Regional distributed $210,472 in charity care to patients discharging from our hospitals in the form of Durable Medical Equipment, Skilled Nursing Services from Home Health or Skilled Nursing Facility, Physical and Occupational Therapy, life-saving IV antibiotics, and safe assisted living or group homes for the elderly and vulnerable while they waited for alternative funding sources to remain safe after hospitalization. We provided care for 77 patients so far in CY 2024 in addition to the medication (oral and IV) assistance which we provided in 2022 and 2023. Furthermore, Chandler Regional and Mercy Gilbert currently offer hospital-funded transportation services. We are seeking a continuation of this grant to include additional funding for transportation services for underserved populations.

Assistance with post-hospital services reduces hospital readmissions significantly. Readmissions harm both the patient and patient support systems in addition to adding to the overall cost burden of healthcare on the nation. "These readmissions result in an excess healthcare expenditure of $12 billion

to $17 billion annually (MEDPAC, 2007), and put patients at risk for hospital-acquired infections, medical errors, and overall deconditioning "(Jahnigen, Hannon, Laxson, & LaForce, 1982). We are requesting grant funding in the amount of $100,000 from Salt River Pima-Maricopa Indian Community to continue this equitable program in 2025 to provide medications and DME for underserved patients served by our hospitals in the East Valley and to expand the grant to include Skilled Nursing (Home Health or Skilled Facility) and temporary custodial care in Assisted Livings and Group Homes to ultimately reduce avoidable hospital readmissions.

If a grant is awarded, a secure fund will be allocated to provide support to patients who need it most. On average, 250 uninsured or underinsured patients are treated by a Dignity Health hospital in the East Valley per month with an average cost of medications totaling around $94/month per person. Approximately 24% of elderly Medicare patients do not have prescription drug coverage in the US. Based on that projection, Chandler Regional and Mercy Gilbert Medical Centers serve roughly 278 Medicare patients without Medicare Part D for prescription coverage per month. In addition, in Chandler, 9.1% of the population lives in poverty, while in Gilbert 5.9% of the population lives in poverty (2023 statistics). In FY24, Chandler Regional and Mercy Gilbert assisted with over $200,000 in charity prescriptions, medical services, and transportation for un/underinsured patients.

Grant funding of $100,000 will provide oral and IV prescriptions to patients at Chandler Regional and Mercy Gilbert Medical Center over the next year with basic medication assistance and high cost medications such as IV infusion. The additional funding will help patients receive safe discharges and needed equipment, transportation, and services/therapies (including skilled nursing services) at discharge to prevent readmission and improve patient wellness. This would ensure that 60 - 80 patients who are un/underinsured receive the medications and services they need for healing. Care Coordination will continue to screen patients for need, and when applicable, will offer support to ensure they are able to access their medications and/or medical equipment.

What percentage of the grant request are Direct Costs of the programming and Indirect Costs, respectively?

100% of the grant request will be used for direct costs in providing prescribed medications and post-hospitalization services to qualified patients, including Skilled Nursing in the home (Home Health), Skilled Nursing in Facility (SNF), and Assisted Living or Group Home placement. In addition, funds will help to cover hospital funded transportation costs.

Define the Project Category and/or relevant sub-category:
(i.e. Education, Public Safety, Transportation, Economic Development, Health Care, Social Services, or Cultural and Environment)

Health Care.

Communications and Publicity:
If selected as a recipient of 12% grant funding, the Salt River Pima-Maricopa Indian Community seeks to collaborate on proactive communications about the award. If the organization is in agreement with

this collaboration, please review the following as a means of providing further detail about the channels available for such communication:

Social Media. Please circle all of the channels that apply for your organization:

1. Facebook (Include handle): https://www.facebook.com/DignityHealthFoundationEastValley
2. LinkedIn (Include profile name): None
3. Instagram (Include handle): @dignityhealthfoundationev
4. TikTok (Include handle): None
5. YouTube (Include profile name): Dignity Health Foundation East Valley - https://www.youtube.com/channel/UCMIfjGWPFW5iuPkNHCbJe4A

Organization Channels. Please circle all of the communications channels that apply for your organization:

1. Electronic newsletter: YES
2. Printed newsletter: NO
3. Intranet: NO
4. Email announcement to organization database: YES
5. Website feature: YES
6. Presentation/participation at an organization event (Include name of event, date and a short description): YES, Foundation Board of Directors Meeting (meets 8x per year)

Image and Likeness. If selected as a recipient of 12% grant funding, is the organization willing to (please circle all that apply):

1. **Provide a compelling volunteer, recipient or donor story that depicts the agency's mission: Yes/No**
2. **Collaborate on filming a video that depicts the agency's mission: Yes/No**
3. **Record a video message: Yes/No**
4. **Collaborate on a press release about the award: Yes/No**
5. **Collaborate in news media interviews about the award: Yes/No**
6. **Share digital files of existing images or video/s that depict the organization's mission and that are ready for publish: Yes/No**

Beginning Date of Project: 1/1/2025 **End Date of Project:** 12/31/2025

Geographic Area to be served: East Valley including Chandler, Gilbert, Queen Creek, Maricopa, San Tan Valley, and parts of Tempe and Mesa.

**** Attach Detailed Budget****

Amount of Total Project: $461,070 **Amount of 12% Request:** $100,000
(No Multi-Year Request will be accepted)

If the amount of funding received is less than the amount needed for the project, do you have other funds to complete the project? (Please Explain):

Yes, we take from our operational budget, however, the hospital is working on a tight margin post-pandemic and outside funding will greatly reduce the operational burden and significantly assist in discharging patients in need.

If you receive SRPMIC 12 % funding, will it be spent (Check One):

- **X Monthly**
- ☐ **Quarterly**
- ☐ **Lump Sum**

List any SRPMIC 12% funds you have received in the past. If the organization has received funding through the SRPMIC 12% Gaming Grant Program for five consecutive years, they will be required to submit a comprehensive report of grant funding toward the stated program objectives and mission of the organization. In addition, you will be asked to provide a formal presentation to the 12% Gaming Grant Committee prior to the awarding of any additional funding.

- $25,000 for the Gilbert Dental Clinic, 2021 – 2022
- $25,000 for the Gilbert Dental Clinic, 2022 – 2023
- $50,000 for the Gilbert Dental Clinic, 2024
- $50,000 for the Medications for the Uninsured program, 2022-2024

List any other 12 % grant funds your organization may be seeking from other Tribal Governments in 2023-2024.

We are requesting $200,000 from the Ak-Chin Indian Community, $25,000 from Ft. McDowell Yavapai Indian Community, and $200,000 from the Gila River Indian Community for other hospital programs.

List any other funds you have received from the Salt River Pima-Maricopa Indian Community (Enterprises Included) and identify the amount and the source:

We have not received any additional funds from Salt River Pima-Maricopa Indian Community other than the grants listed above.

Has your organization ever applied for and received any local, state or federal grants? If so, please detail.

We receive funding from First Things First for an early childhood oral health program.

Funding for project/programs may be based on available funding. As such, if funding were not available for the full the amount of request how would you prioritize funding.

If funds are available but less than we requested, we will simply provide prescriptions to as many un/underinsured patients as possible with the funds granted to us.

Which municipal governmental entity will serve as your pass through agency to accept 12% gaming grant on your behalf?

The City of Chandler.

By execution of the 12% Gaming Contribution Grant Application the undersigned agrees that the information contained in the Application is true to the best of the Applicants knowledge. The Applicant shall notify the SRPMIC if any information in this Application changes.

Laurel Vetsch 8/20/2024

Signature for the Applicant **Date**

Laurel Vetsch, Director of Philanthropy, Grants and Communications

Name and Title

The Application shall be signed by the senior elected official of the local government, or in the case of a non-profit entity, the Chief Executive Officer authorizes to commit the non-profit entity to apply for, accept, and implement an award from the SRPMIC utilizing 12% Gaming Contributions.

2025 Prescription Post-Hospital Budget

East Valley (Chandler/Mercy) Post-Hospital Services Expenses	2024 YTD

Oral Prescription Medication	$	18,684
Skilled Nursing Services	$	89,470
Home Health Care/IV Infusion Medication	$	10,912
Durable Medical Equipment	$	205
Other/Group Home	$	32,102
Total East Valley	**$**	**151,373**

Chandler Regional Medication Expenses

Oral Prescription Medication	$	11,605
Skilled Nursing Services	$	77,057
Home Health Care/IV Infusion Medication	$	9,832
Durable Medical Equipment	$	205
Other/Group Home	$	26,602
Total Chandler Regional	**$**	**125,303**

Mercy Gilbert Medication Expenses

Oral Prescription Medication	$	7,078
Skilled Nursing Services	$	12,412
Home Health Care/IV Infusion Medication	$	1,080
Durable Medical Equipment		
Other/Group Home	$	5,500
Total Mercy Gilbert	**$**	**26,070**

2025 Estimate

$	12,350
$	370,893
$	40,843
$	2,884
$	34,100
$	**461,070**

$	7,410
$	358,481
$	37,136
$	2,884
$	28,600
$	**434,511**

$	4,940
$	12,412
$	3,707
$	-
$	5,500
$	**26,559**

Dignity Health Foundation East Valley

BOARD OF DIRECTORS
FY 2024

AKINBIYI, HASSAN, MD	Founder and Principal, Essential Rehabilitation Services, LLC 480-434-4356
BAGLEY, JASON, Ex-Officio	Senior Director, State Government Relations, Intel Corporation 480-272-2801
BAUGHMAN, TIM	Senior Vice President, Northern Trust Company 602-478-9535
DOBSON, JENNIFER	Co-Owner, DC Farms 480-930-0112
EGBO, CHINWE J., MD, FHM, FAAP	Chief of Pediatric Hospitalist Medicine Zion Medical Group 602-502-5234
FUHR, JUDITH	CEO, Activator Methods Intl. 602-502-4135
GILBERT, REGGIE	Retired Professional Athlete 480-823-2222
HEAVLIN, DARLENE	Retired – HMC Hospitality Company 480-414-1816
JONES, JOSH	Wealth Management Advisor, Northwestern Mutual 480-722-7991
KLASSEN, LISA, Treasurer	Edward Jones Investments 480-334-2298
LANHAM, TERESA, Chair	Senior VP, Healthcare Banking, BOK Financial 602-240-2764
MARREEL, JULIA, Secretary	Philanthropist 602-714-1938
NELSON, CARL	Managing Partner, Orcutt | Winslow 602-257-1764
NISSEN, JOHN J.	General Manager, Earnhardt Ford 480-893-0000
PEREGRIN, SUMMER	Ambulatory Clinical Pharmacist, Dignity Health Medical Group 480-250-7551
RICHARDS, ALEXIS	Philanthropist 480-695-3632
SALVATORE, DAVID DO, Ex-Officio	Medical Staff President, Dignity Health 480-340-1704
SANDERS, JOHN	Vice President, PointCore Construction 480-670-3338
SCHNEIDER, HEATHER	Dental Director, Delta Dental of Arizona 928-970-0133
SCHRADER, KARA GIBSON	Buchalter 480-915-0530
SWEARINGEN, RICK MD	Medical Director, Dignity Health Urgent Care 480-728-4000

SZEWCZYK, ROBERT	Principal/Co-Owner, Rise48 Equity 602-679-7209
WHYTE, CORY	Broker, Infinity & Associates Real Estate 480-710-3031

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248344558
Sep. 22, 2017 LTR 4168C 0
74-2418514 000000 00
00018398
BODC: TE

DIGNITY HEALTH FOUNDATION-EAST
VALLEY
% RANDY BRADLEY
1955 W FRYE RD
CHANDLER AZ 85224

017548

Employer ID Number: 74-2418514
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Sep. 14, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 1986, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(3) as a Type I supporting organization. A Type I supporting organization is operated, supervised, or controlled by one or more publicly supported charities.

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248344558
Sep. 22, 2017 LTR 4168C 0
74-2418514 000000 00
00018399

DIGNITY HEALTH FOUNDATION-EAST
VALLEY
% RANDY BRADLEY
1955 W FRYE RD
CHANDLER AZ 85224

Sincerely yours,



Kim A. Billups, Operations Manager
Accounts Management Operations 1

RESOLUTION NO. 5838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY AND THE CITY OF CHANDLER FOR THE DISTRIBUTION OF A PASS-THROUGH INDIAN GAMING REVENUE SHARING GRANT IN THE AMOUNT OF $50,000 TO DIGNITY HEALTH FOUNDATION-EAST VALLEY; AND AUTHORIZING SUBMISSION OF RELATED PASS-THROUGH GRANT APPLICATION AND ACCEPTANCE OF GRANT.

WHEREAS, under A.R.S. § 5-601.02, Indian tribes entering into a tribal-state gaming compact shall contribute monies to "… cities, towns and counties … for government services that benefit the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development"; and

WHEREAS, those Indian tribes entering into a tribal-state gaming compact have various grant application procedures for evaluating which cities, towns and counties, and which government services, will receive gaming revenue sharing contributions pursuant to A.R.S. § 5-601.02; and

WHEREAS, Dignity Health Foundation-East Valley, a 501(c)(3) nonprofit organization, submitted an application for an Indian gaming revenue sharing grant to the Salt River Pima-Maricopa Indian Community and in return received written confirmation of award approval in the amount of $50,000 for the purpose of prescription medications, medical services, and medication access services for underserved patients, as more specifically described in the application materials prepared by Dignity Health Foundation-East Valley, which application materials are incorporated herein by reference; and

WHEREAS, the Salt River Pima-Maricopa Indian Community requests that the City enter into an intergovernmental agreement to govern the payment and distribution of the pass-through Indian gaming revenue sharing grant in the amount of $50,000 to Dignity Health Foundation-East Valley.

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

Section 1. Approving the Intergovernmental Agreement (IGA) between the Salt River Pima-Maricopa Indian Community and the City of Chandler for the distribution of a pass-through Indian gaming revenue sharing grant in the amount of $50,000 to Dignity Health Foundation-East Valley and authorizing the Mayor or his designee to execute the IGA on behalf of the City of Chandler.

Section 2. Authorizing the submission of the Dignity Health Foundation-East Valley grant application materials to the Salt River Pima-Maricopa Indian Community for a pass-through Indian gaming revenue sharing grant.

Section 3. Authorizing acceptance of the grant up to $50,000 on behalf of Dignity Health Foundation-East Valley and directing that within ten (10) days of the City's receipt of any grant funds from the Salt River Pima-Maricopa Indian Community pursuant to the grant application by Dignity Health Foundation-East Valley, City staff will mail a check to Dignity Health Foundation-East Valley covering one hundred percent (100%) of the funds received from the Salt River Pima-Maricopa Indian Community.

Section 4. The City, by virtue of this Resolution, is simply acting as a financial conduit between the Salt River Pima-Maricopa Indian Community and Dignity Health Foundation-East Valley, and is in no way:

a. Agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Dignity Health Foundation-East Valley; or

b. Guaranteeing or warranting the accuracy, completeness or truthfulness of the information set forth in the application materials prepared by the Dignity Health Foundation-East Valley; or

c. Supervising or taking any responsibility regarding the actions or activities undertaken by the Dignity Health Foundation-East Valley; or

d. Representing that Dignity Health Foundation-East Valley either has or does not have other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Dignity Health Foundation-East Valley to other Indian tribes.

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. 5838 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

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
AND
THE CITY OF CHANDLER

This Intergovernmental Agreement ("Agreement) is entered into by and between the Salt River Pima-Maricopa Indian Community ("SRPMIC"), a Federally-Recognized Indian Tribe, and the City of Chandler ("Chandler" or "City of Chandler"), an Arizona municipal corporation, pursuant to Section 12 Payment of Regulatory Costs; Tribal Contributions ("Section 12") of the SRPMIC and State of Arizona Gaming Compact 2002 ("Compact"), as Amended and Restated in 2021, and Article VII, § 1(h) of the SRPMIC Constitution and A.R.S. §5-601.02.

RECITALS

1. The SRPMIC and the City of Chandler may enter into an agreement with one another for the distribution of a portion of 12% of the SRPMIC annual contribution ("Contribution") under Section 12 of the Compact to cities, towns, or counties that benefit the general public or promote commerce and economic development and pursuant to A.R.S. §5-601.02.

2. The SRPMIC is authorized by Article VII, Section 1(h) of the Constitution of SRPMIC to consult, negotiate, contract and conclude and perform agreements with Federal, state, local governments and Indian Tribes, as well as any person, association, partnership, corporation, government or other private entity.

3. The City of Chandler is authorized by A.R.S. § 11-951 through § 11-954, to enter into agreements for the purpose of accepting distributions to cities for governmental services that benefit the general public.

4. The SRPMIC desires to convey to the City of Chandler a portion of its annual 12% local revenue-sharing contribution ("Contribution") required to be paid to local governments.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, the SRPMIC and the City of Chandler hereby mutually agree as follows:

AGREEMENT

1. **Purpose**. The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution(s), as hereinafter defined.

2. Contribution:

$ 50,000.00 to the **Dignity Health Foundation – East Valley** for post hospitalization services for the un/under insured patients at Dignity Health East Valley Hospitals.

3. Payment and Use of Funds.

a. Use of Funds for Purposes Other Than to Fulfill Agreement and Funding Agreement. The City of Chandler shall use the Contribution only for the express purpose contained herein.

b. Inspection and Audit. To ensure compliance with this Agreement, the SRPMIC hereby reserves the right to inspect any and all records maintained by the City of Chandler with respect to this transaction upon seven (7) days prior, written notice to the City of Chandler. The City of Chandler shall allow the SRPMIC reasonable access to the records pertaining thereto. This section shall survive termination, cancellation, or revocations, whether whole or in part, of this Agreement for a period of one (1) year following the date of such termination, cancellation, or revocation.

4. Disbursement of Contribution.

a. Disbursing Contributions and Recordkeeping. The City of Chandler shall have responsibility for disbursing the Contributions to the recipients in amounts consistent with this Agreement. Within a reasonable time following receipt of the Contributions from the SRPMIC, the City of Chandler shall distribute the Contributions in accordance with applicable City of Chandler policies and procedures governing the disbursement of funds. The City of Chandler shall keep and maintain records relating to the disbursements and this Agreement.

b. Responsibilities of the City of Chandler Following Disbursement of Contributions. The parties agree that the City of Chandler is merely acting as a conduit for distribution of funds to the recipients that are not departments, agencies or offices of the City of Chandler ("non-City recipients"). Upon distribution of the Contributions to the non-City recipients as specified in Section 2 of this Agreement, the City of Chandler shall have no further responsibility to the SRPMIC with respect to such funds or the use thereof by the non-City recipients. Therefore, upon the City of Chandler's payment of the Contributions to the non-City recipients as provided in Section 2, the SRPMIC shall release the City of Chandler from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that the non-City recipients fail for any reason to expend the Contributions in accordance with Section 2.

The SRPMIC further agrees that the City of Chandler shall have no obligation to reimburse the SRPMIC the amount of the Contributions for any reason after the City of Chandler disburses the Contributions to the non-City recipients and that the SRPMIC shall look solely to the non-City recipients for repayment of the Contributions in the event the Contributions are not used for the intended purposes.

5. **Notices**. Any notice, communication or modification shall be given in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the notice shall be deemed to have been given.

For the SRPMIC:

Martin Harvier, President
Salt River Pima Maricopa Indian Community
10005 E. Osborn Road
Scottsdale, Arizona 85256

For the City of Chandler:

Dawn Lang, Deputy City Manager/Chief Financial Officer
City of Chandler, City Manager's Office
Mail Stop 605
P.O. Box 4008
Chandler, AZ 85244-4008

6. **Transactional Conflict of Interest**. All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Chandler pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

7. **Term and Termination of Agreement**.

a. Effective Date. This Agreement shall be effective on the date it is signed by the SRPMIC authorized representative.

b. Term. This Agreement shall commence upon the Effective Date and shall terminate when the Contribution has been received and fully disbursed by the City of Chandler, as specified in Section 2 of this Agreement.

c. Termination. The SRPMIC may terminate this Agreement with or without cause at any time by providing the City of Chandler Five (5) days advance notice in writing. In the event the SRPMIC terminates this Agreement after the City of Chandler receives the Contribution but before the City of Chandler has disbursed the Contribution to the recipients, the SRPMIC shall include in the notice of termination specific instructions regarding

disposition of the Contribution.

8. Indemnification.

a. Indemnification. Each party (as "Indemnitor") shall indemnify, defend, and hold harmless the other party (as "Indemnitee"), its governing body, officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorneys, consultants and accountant fees or costs and expenses of whatsoever kind and nature (collectively referred to as "Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee resulting from or arising out of the negligence or willful misconduct of the Indemnitor's employees or agents in performing the duties set forth in this Agreement.

b. Severability. This section shall survive termination, cancellation, or revocation whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

9. Interpretation of Agreement.

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

b. Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.

c. Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals contained herein.

d. Relationship of the Parties. Neither party shall be deemed to be an employee or agent of the other party to this Agreement.

e. Days. Days shall mean calendar days.

f. Severability. In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial

decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

10. Non-Waiver of Sovereign Immunity. Nothing in this Intergovernmental Agreement shall be construed to waive the Sovereign Immunity of the SRPMIC.

IN WITNESS WHEREOF, the City of Chandler has caused this Intergovernmental Agreement to be approved by the City of Chandler Council, executed by its Mayor and attested to by its City Clerk, pursuant to the above stated powers and authority, and the SRPMIC has caused this Intergovernmental Agreement to be executed by the SRPMIC Council and attested to by its President.

This Agreement is effective upon signature of a duly appointed representative of the Salt River Pima-Maricopa Indian Community.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY,
a Federally Recognized Indian Tribe:

By: _____

Name: Martin Harvier

Its: President

Date: _____

CITY OF CHANDLER, an Arizona Municipal Corporation:

By: _____

Name: Kevin Hartke

Its: Mayor

Date: _____

ATTEST:

_____
Name: Dana DeLong
City Clerk

APPROVAL OF SPRMIC ATTORNEY

The undersigned attorney acknowledges that s/he has reviewed the above Agreement on behalf of the Salt River Pima-Maricopa Indian Community, and has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the Constitution of the Salt River Pima-Maricopa Indian Community, Article VII, §1(h). This acknowledgement shall not constitute nor be construed as a waiver of the Sovereign Immunity of the Salt River Pima-Maricopa Indian Community.

_____ _____

General Counsel Date

APPROVAL OF CITY ATTORNEY

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that (i) s/he has reviewed the above Agreement on behalf of the City of Chandler and (ii) as to the City of Chandler only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

By: _____ _____

City Attorney Date

SALT RIVER
PIMA-MARICOPA INDIAN COMMUNITY
10005 E. Osborn Road, Scottsdale, Arizona 85256 / Phone 480-362-7400 / Fax 480-362-7593

August 30, 2024

Laurel Vetsch
Dignity Health Foundation - Prescription Program
1727 West Frye Road
Suite 230
Chandler, AZ 85224

Dear Laurel Vetsch,

On behalf of the Salt River Pima-Maricopa Indian Community ("SRPMIC"), 12% Gaming Grant Committee, I am pleased to inform you that your organization has been awarded a grant in the amount of $ 50,000.00 for calendar year 2025.

As part of the requirements of the tribal-state gaming compact the SRPMIC will now work with the pass-through agency identified in the application to execute the necessary agreements to process the grant award. In addition, our office will be communicating with you to provide further details of the award and the activities to follow.

Congratulations and we look forward to working with you during the coming year. Please contact our office if you have any questions.

Sincerely,

Gary Bohnee
Special Assistant, Congressional and Legislative Affairs

ITEM 27

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-039

Date: October 17, 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: License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, Phoenix Food Junction, LLC, DBA Honest Indian Restaurant

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 307042, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Phoenix Food Junction, LLC, DBA Honest Indian Restaurant, located at 1050 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308108.

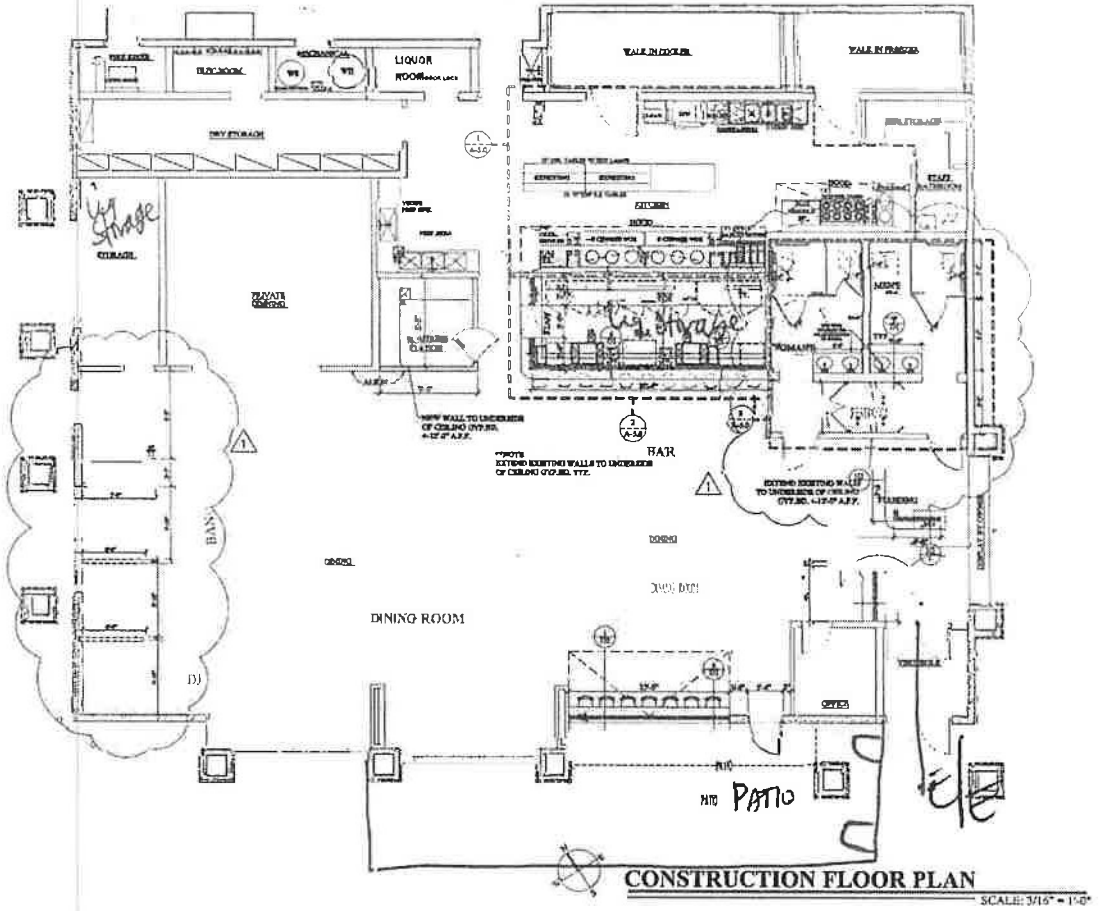
Discussion:

This application for a liquor license was posted for hearing on October 17, 2024.

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



CONSTRUCTION FLOOR PLAN

SCALE: 3/16" = 1'-0"

6,000
3800 patio
9800 sq ft

GENERAL CONSTRUCTION & KEY NOTES

1. ALL WORK SHALL BE FURNISHED AND INSTALLED IN COMPLIANCE WITH APPLICABLE BUILDING CODES AND THE HIGHEST PROFESSIONAL WORKMANSHIP OF THE BUILDING TRADES PERFORMING UNDER THIS CONTRACT.
2. ALL REQUIRED INSPECTIONS TO COMPLY WITH THE LOCAL BUILDING CODE AND APPLICABLE CITY ORDINANCES.
3. ALL DIMENSIONS SHALL BE FIELD CHECKED, CHECKED IN SHOP, AND VERIFIED PRIOR TO THE PERFORMANCE OF ANY WORK, AND THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES IN WRITING. APPROVED RESOLUTION SHALL BE OBTAINED FROM ARCHITECT PRIOR TO PROCEEDING WITH WORK.
4. GENERAL CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES AND SHALL BE RESPONSIBLE FOR THE SCHEDULING OF THEIR WORK. ALL PLUMBING AND ELECTRICAL PIPING CONDUIT SHALL BE CONCEALED EXCEPT AS OTHERWISE SPECIFIED.
5. ALL CONSTRUCTION SHALL MEET ACCEPTABLE INDUSTRY STANDARDS EVEN IF NOT SPECIFIED IN DETAIL.
6. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR MILL WORK, MECHANICAL, ELECTRICAL, AND PLUMBING WITH APPROPRIATE TRADES, DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR THE CORRECTNESS OF ALL DIMENSIONS.
8. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THIS STATE.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR CLARIFICATION OF DOCUMENTS. SHOULD THE CONTRACTOR FIND DISCREPANCIES AND/OR OMISSIONS FROM THE DRAWINGS OR DOCUMENTS, OR SHOULD HE BE IN DOUBT AS TO THEIR MEANING, HE SHALL NOTIFY THE ARCHITECT.
10. EXIT DOORS TO BE OPERABLE FROM INSIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
11. ALL DOORS TO HAVE HANDICAP ACCESSIBLE HARDWARE (LEVER HANDLES PER 4.13.9)
12. MANUALLY OPERATED EDGE OR SURFACE MOUNTED FLUSH BOLTS AND SURFACE BOLTS ARE PROHIBITED.
13. ALL INTERSECTIONS ARE 90°, UNLESS OTHERWISE NOTED. ALL ANGLES ARE 45°.
14. EXIT SIGNS ARE REQUIRED. SEE ELECTRICAL FLOOR PLAN.
15. EMERGENCY LIGHTING IS REQUIRED. REFER TO ELECTRICAL DRAWINGS.
16. G.C. TO SUBMIT ALL SHOP DRAWINGS TO ARCHITECT FOR APPROVAL AT LEAST 5 DAYS PRIOR TO FABRICATION OR INSTALLATION.
17. AVOID DAMAGE TO EXISTING CONSTRUCTION THAT IS TO REMAIN. GC WILL BE RESPONSIBLE FOR REPAIRS TO BRING EXISTING CONSTRUCTION TO ORIGINAL CONDITION.
18. ALL DOORS TO HAVE A MIN. 18" CLEARANCE AT THE STRIKE-PULL SIDE PER A.D.A.
19. REPAIR ALL EXISTING DAMAGED AREAS OF DRYWALL. MATCH EXISTING TEXTURE BEFORE PAINTING.
20. EXISTING SIGNS AND EMERGENCY LIGHTS ARE SUBJECT TO FINAL APPROVAL OF FIRE MARSHALL. PROVIDE ALLOWANCES FOR ADDITIONAL COMPONENTS / INSTALLATION AS OR RELOCATION AT END OF PROJECT AT TIME OF FIRE / BUILDING DEPARTMENT SIGN OFF.

NOTE:
1) GENERAL CONTRACTOR TO FIELD VERIFY ALL STRUCTURAL CONDITIONS AND MEASUREMENTS PRIOR TO FABRICATION OR ORDERING OF EQUIPMENT
2) REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL SHEETS FOR FURTHER INFORMATION
3) ALL NEW FINISHES, FIXTURES, & MOUNTING HEIGHTS TO COMPLY WITH ADA. USE ADA COMPLIANT LEVER STYLE DOOR HARDWARE WITH ALL INTERIOR DOORS.
4) ALL NEW FIXTURES & EQUIPMENT PROVIDED BY TENANT

WALL LEGEND

EXISTG WALL TO REMAIN

EXISTG INTERIOR WALL TO REMAIN

EXISTG INTERIOR WALL TO BE DEMOLISHED

NEW LOWWALL

NEW INTERIOR WALL

DOOR LEGEND

ROSS DESIGN GROUP L.L.C

REVISIONS

JIMMY T'S HOLY CRAB
1950 W. RAY RD.
CHANDLER, ARIZONA 85224

A2.0

CONSTRUCTION FLOORPLAN

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-038

Date: October 17, 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: License Series 12, Restaurant Liquor License Application for Theresa June Morse, Agent, Quik Burrito 3, LLC, DBA Maskadores Taco Shop

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 305733, a Series 12, Restaurant Liquor License, for Theresa June Morse, Agent, Quik Burrito 3, LLC, DBA Maskadores Taco Shop, located at 2100 W. Chandler Boulevard, Suite 38, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308099.

Discussion:

This application for a liquor license was posted for hearing on October 17, 2024.

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

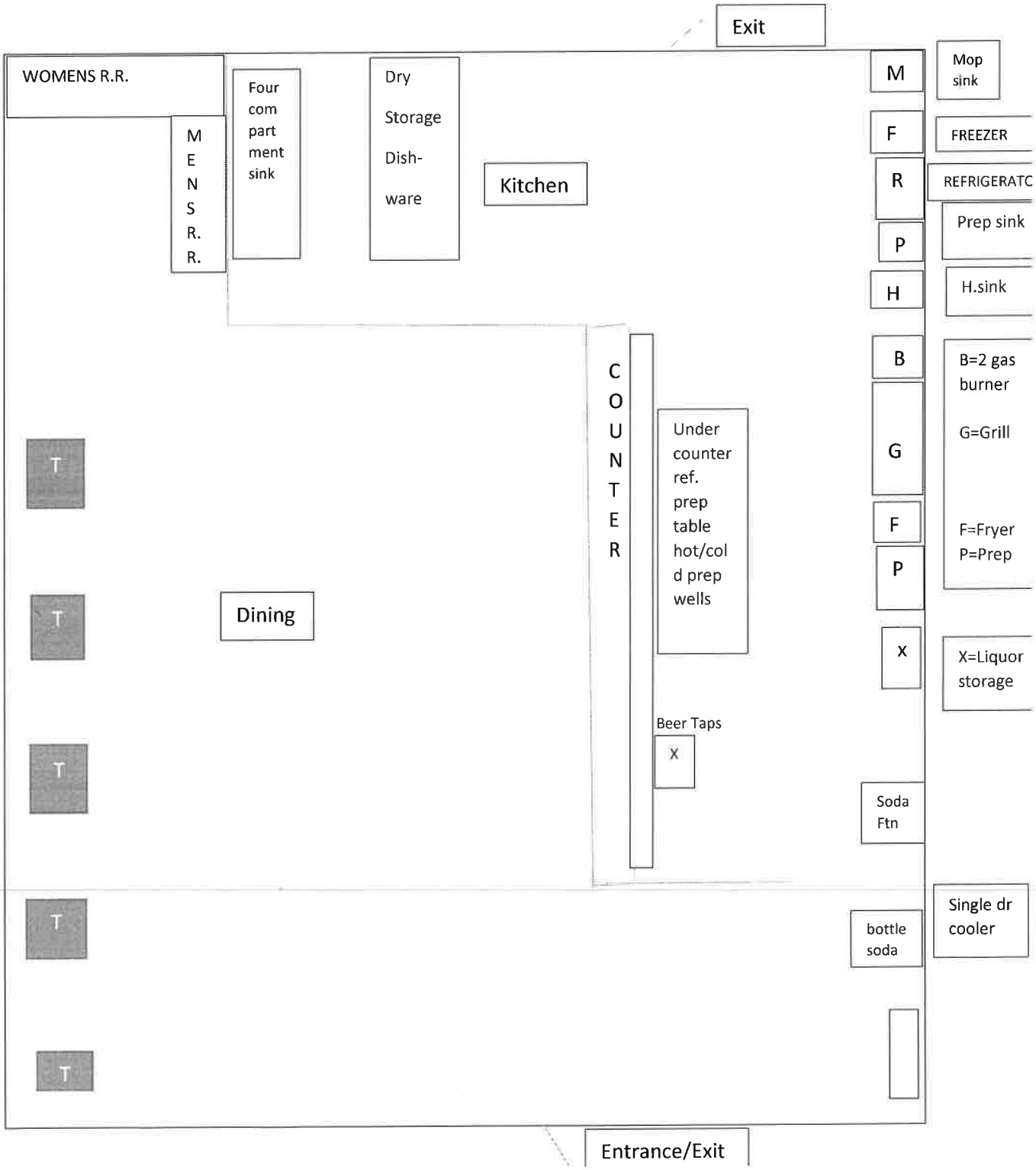
A-Floor Plan

N

MASKADORES TACO SHOP

2100 W CHANDLER BLVD UNIT 38 CHANDLER ARIZONA

TOTAL SQ. FT = 1,200



CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-030

Date: October 17, 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: License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, Chandler Spitz, LLC, DBA Spitz Mediterranean

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 306182, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Chandler Spitz, LLC, DBA Spitz Mediterranean, located at 301 S. Arizona Avenue, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308080.

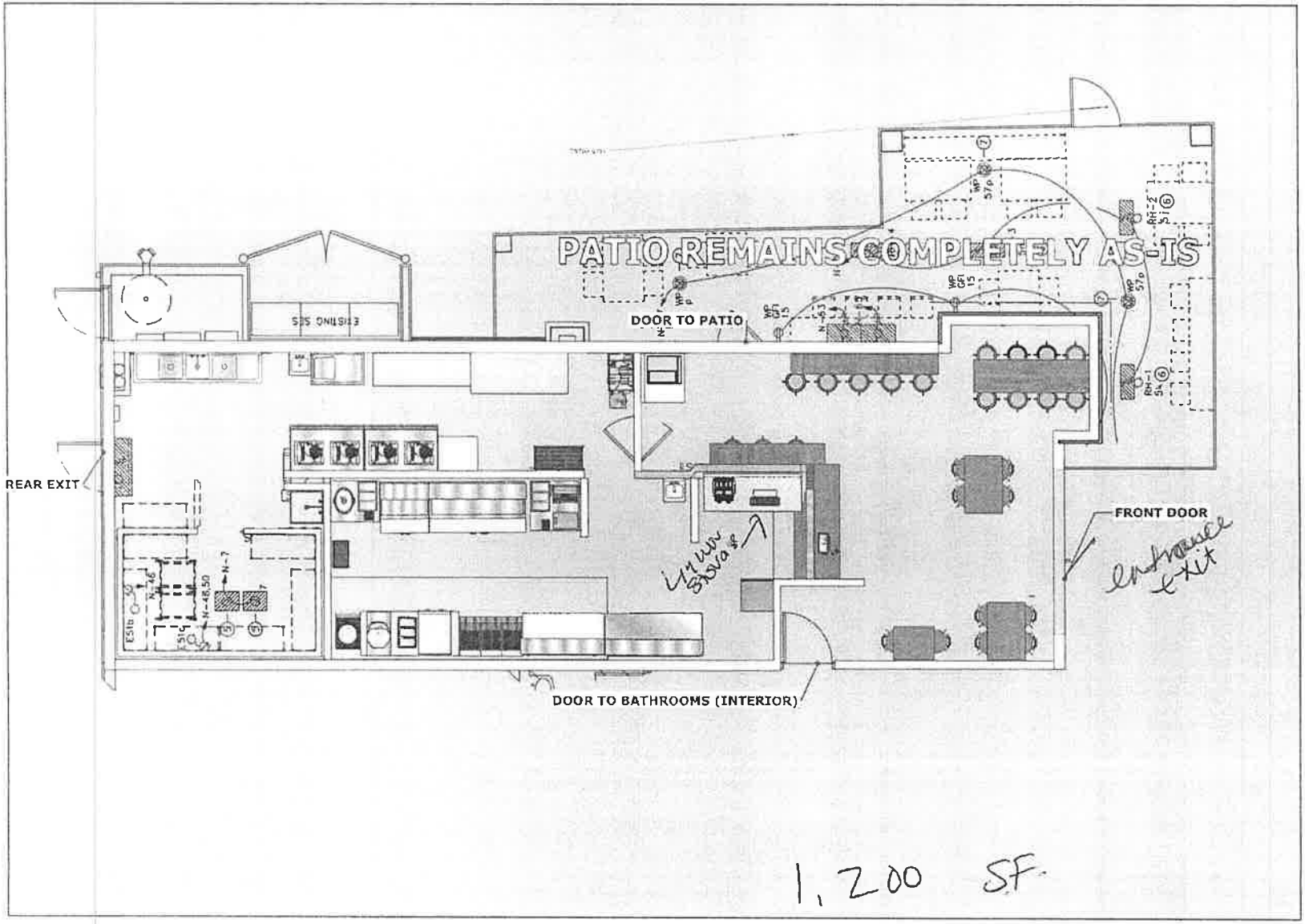
Discussion:

This application for a liquor license was posted for hearing on October 17, 2024.

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

Floor Plan


PATIO REMAINS COMPLETELY AS-IS
DOOR TO PATIO
REAR EXIT
FRONT DOOR
entrance
exit
DOOR TO BATHROOMS (INTERIOR)
1,200 SF.

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-034

Date: October 17, 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: License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, Hop Brewery, LLC, DBA Brews Taphouse

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 303548, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, Hop Brewery, LLC, DBA Brews Taphouse, located at 5055 W. Ray Road, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 166927.

Discussion:

This application for a liquor license was posted for hearing on October 17, 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.

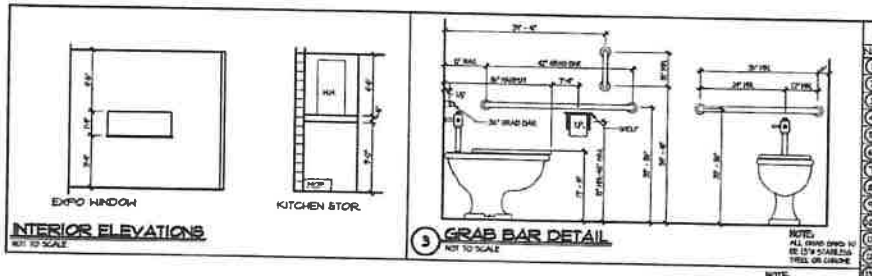
The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan

'24 JUL 31 AM 8:04 AZDLLC

2200 Inside
200 patio
2400 Sq ft.



INTERIOR ELEVATIONS
NOT TO SCALE

3 GRAB BAR DETAIL
NOT TO SCALE

NOTE:
ALL GRAB BARS TO BE 1.5"Ø STAINLESS STEEL OR CHROME

NOTE:
ALL DOORS ARE TO HAVE LEVER HANDLES & COMPLY w/ ADA STANDARDS.

KEYNOTES

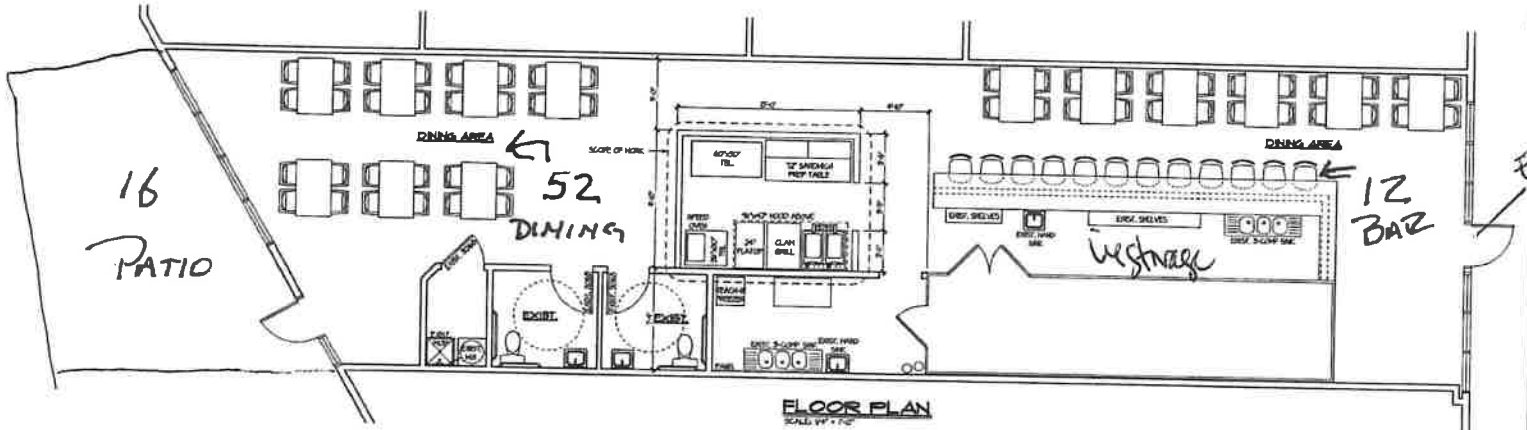
No	DESCRIPTION
1	FIRE EXTINGUISHER TYPE 2A10BC
2	EXIST. DOUBLE DOOR
3	EXIST. DOUBLE DOOR
4	EXIST. DOUBLE DOOR
5	EXIST. DOUBLE DOOR
6	EXIST. DOUBLE DOOR
7	EXIST. DOUBLE DOOR
8	EXIST. DOUBLE DOOR
9	EXIST. DOUBLE DOOR
10	EXIST. DOUBLE DOOR
11	EXIST. DOUBLE DOOR
12	EXIST. DOUBLE DOOR
13	EXIST. DOUBLE DOOR
14	EXIST. DOUBLE DOOR
15	EXIST. DOUBLE DOOR

WALL LEGEND

EXISTING EXTERIOR CMU WALL

NEW 3 5/8" x 25 GA METAL STUDS @ 24" OC.

EXISTING PARTITION WALL


DINING AREA
SCOPE OF WORK
DINING AREA
16
PATIO
52
DINING
12
BAR
EXIST.
EXIST.
EXIST.
EXIST.
EXIST. SHELVES
EXIST. SHELVES
EXIST. SHELVES
EXIST. HAND SINK
EXIST. 3-COMP SINK
EXIST. 3-COMP SINK
EXIST. HAND SINK
EXIST. 3-COMP SINK
EXIST. HAND SINK
EXIST. HAND SINK
EXIST. 3-COMP SINK
EXIST. HAND SINK
EXIST. 3-COMP SINK
EXIST. HAND SINK
EXIST. 3-COMP

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-032

Date: October 17, 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 10, Beer and Wine Store Liquor License Application for Jared Michael Repinski, Agent, Gather 336, LLC, DBA George & Gather Market

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 305465, a Series 10, Beer and Wine Store Liquor License, for Jared Michael Repinski, Agent, Gather 336, LLC, DBA George & Gather Market, located at 336 S. Washington Street, Suite 1, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 308052.

Discussion:

This application for a liquor license was posted for hearing on October 17, 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 10, Beer and Wine Store Liquor License, the business may sell beer and wine only

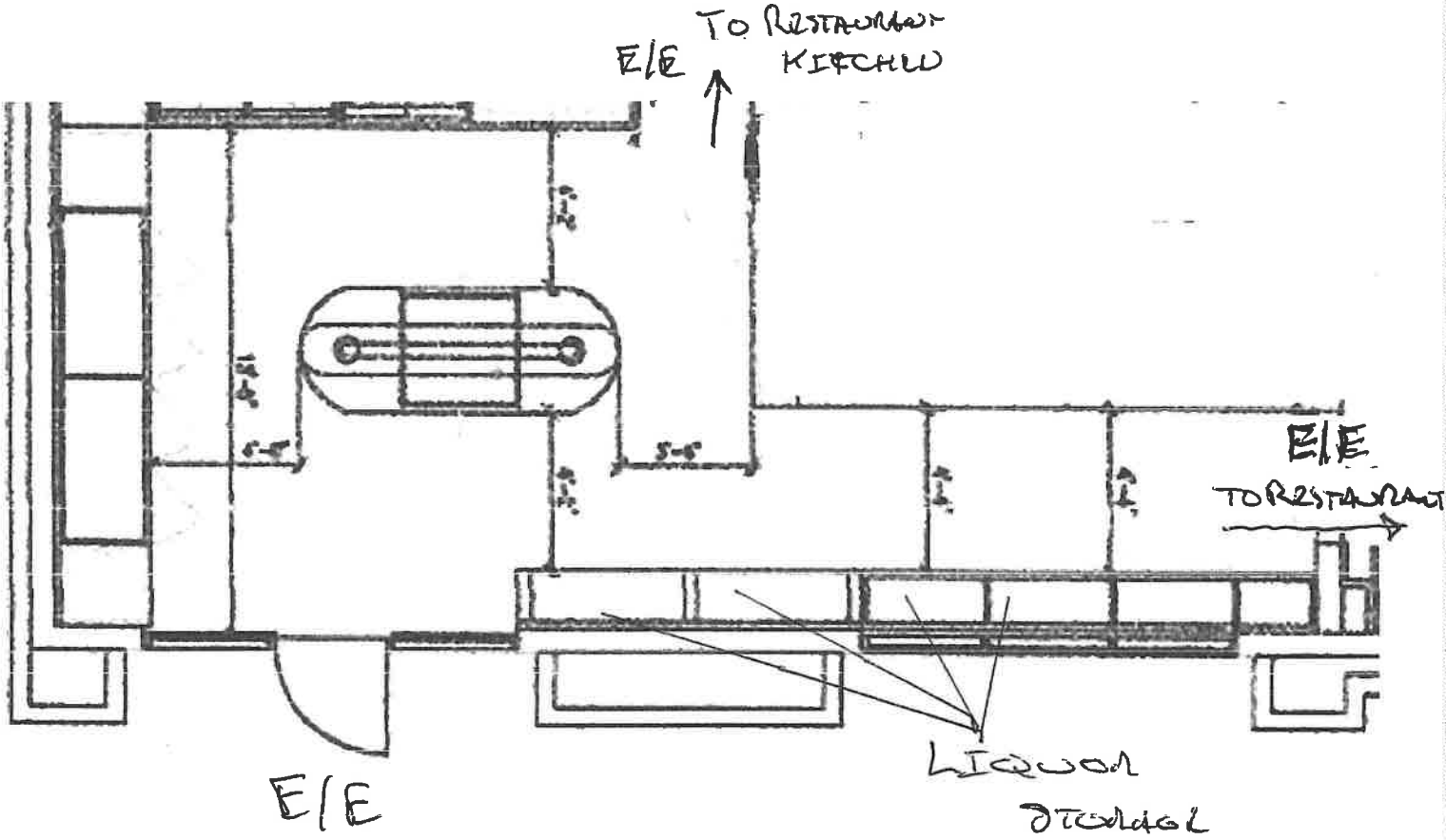
for off-premise consumption.

Attachments

A-Floor Plan

'24 AUG 9 AM 10:48 AZDLLC

N →



500 Sq Ft

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-033

Date: October 17, 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 Jared Michael Repinski, Agent, Gather 336, LLC, DBA George & Gather

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 305467, a Series 12, Restaurant Liquor License, for Jared Michael Repinski, Agent, Gather 336, LLC, DBA George & Gather, located at 336 S. Washington Street, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308051.

Discussion:

This application for a liquor license was posted for hearing on October 17, 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.

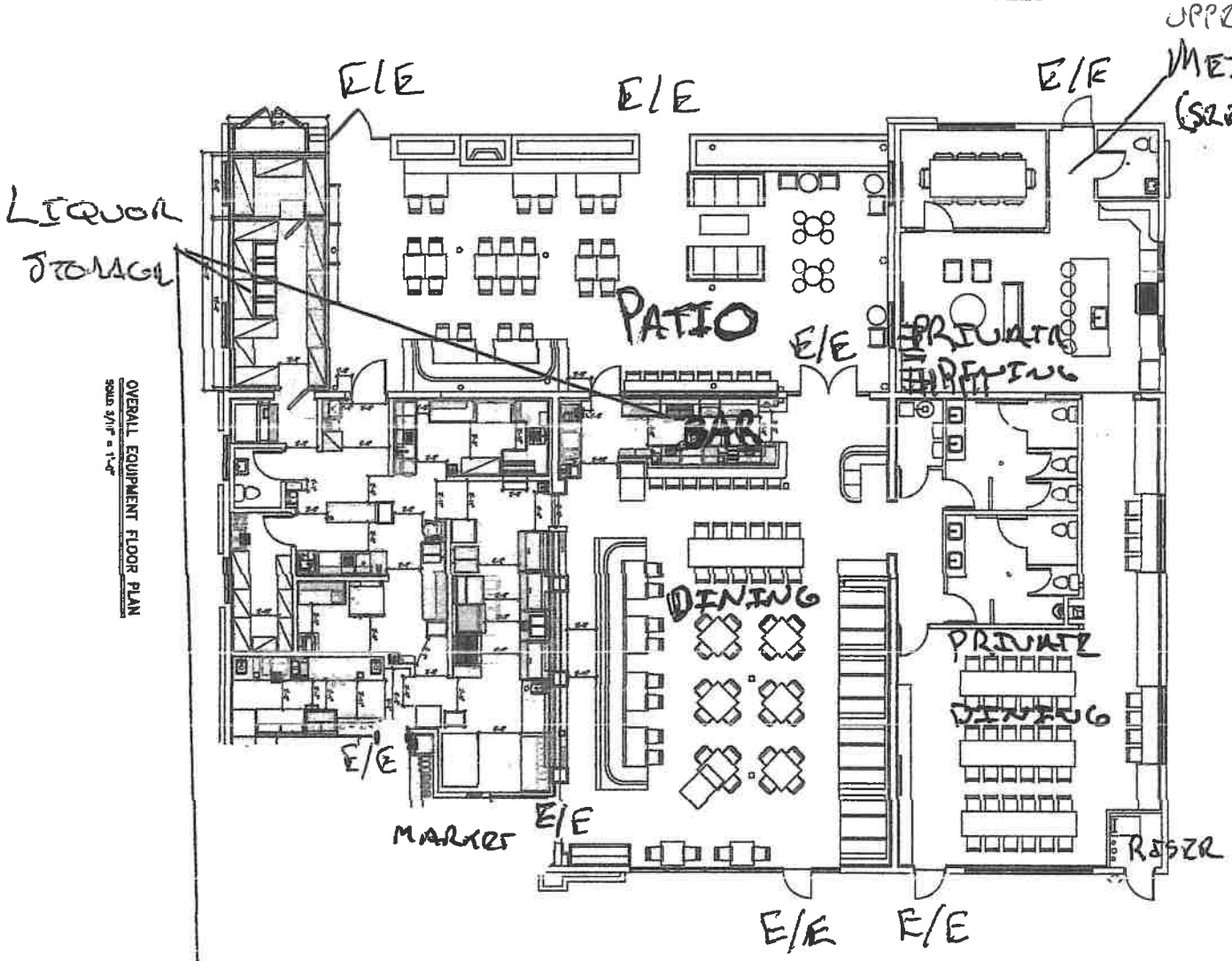
The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan

N →

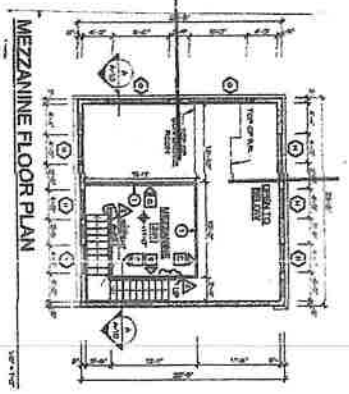
'24 AUG 9 AM10:46 AZDLLC



OVERALL EQUIPMENT FLOOR PLAN
SCALE: 3/16" = 1'-0"

5298 SQFT INSIDE
1834 SQFT OUTDOOR PATIO

7132 TOTAL SQ FT



MEZZANINE FLOOR PLAN

CATENA

FS 0.1

FOR REFERENCE ONLY

OVERALL EQUIPMENT FLOOR PLAN

associatedarchitects INC
architecture · construction management · planning
p 480-964-8451 www.associated-architects.com
1366 East McKellips Road, Suite 101 - Mesa - Arizona - 85203

A BUILDING ADDITION & REMODEL
FOR
THE GEORGE
336 S. WASHINGTON ST., CHANDLER AZ 85225

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-031

Date: October 17, 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: License Series 12, Restaurant Liquor License Application for Larry Warren White, Jr., Agent, Warren's Supper Club, LLC, DBA Warren's Supper Club

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 281651, a Series 12, Restaurant Liquor License, for Larry Warren White, Jr., Agent, Warren's Supper Club, LLC, DBA Warren's Supper Club, located at 1040 N. 54th Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307989.

Discussion:

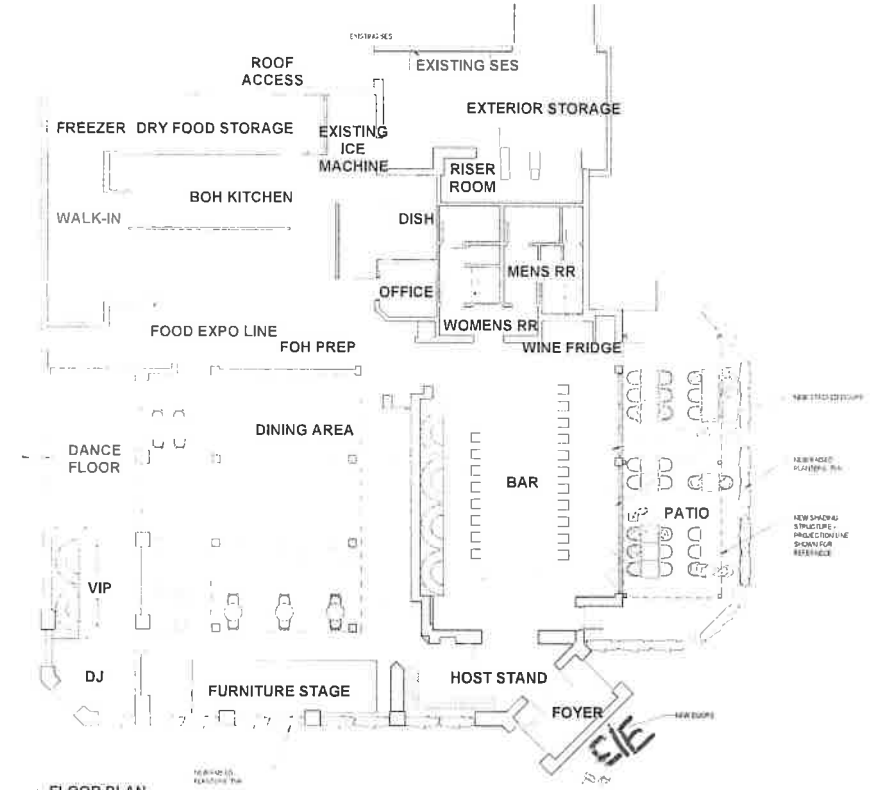
This application for a liquor license was posted for hearing on October 17, 2024.

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



1 FLOOR PLAN

REFERENCE KEYNOTES	GENERAL DRAWING NOTES
	A. REFER TO THE M.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 G.Y SERIES DRAWING. D. COORDINATE BOTTOM OF CEILING ELEVATIONS CALLED OUT ON THIS DRAWING WITH STRUCTURAL DRAWINGS. E. REFER TO THE M.X FOR PHYSICAL BOUNDARIES. F. REFER TO A.Y FOR PHYSICAL SYSTEM DETAILS. G. ROOF ASSEMBLIES SHALL BE MINIMUM OF CLASS B FIRE CLASSIFICATION OR AS SPECIFIED IN THE PROJECT MANUAL.

LGE | DESIGNGROUP
1200 N. 52nd Street•Phoenix, AZ• 85008
P: 480.966.4001

WARREN'S SUPPER CLUB

1040 N 54th St
CHANDLER AZ 85226

LGE | DESIGNGROUP

NOT FOR CONSTRUCTION

DRAWING TITLE: GROUND LEVEL FLOOR PLAN
COMPLETE: 2/20/24
DRAWN BY: LGE DESIGNGROUP
CHECKED BY: -
PROJECT NO: -

A2.1.1

DR SUBMITTAL - 3/20/24

CHANDLER arizona
Community of Innovation

City Council Memorandum Neighborhood Resources Memo No. N/A

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Leah Powell, Neighborhood Resources Director
From: Riann Balch, Community Resources Manager
Subject: Agreement No. 4638, Amendment No. 1, for Temporary Accommodation Services

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Proposed Motion:

Move City Council approve Agreement No. 4638, Amendment No. 1, with GAJANAN, LLC, for temporary accommodation services, in an amount not to exceed $600,000, for the period of one year, beginning October 1, 2024, through September 30, 2025.

Background/Discussion:

Operation Open Door provides non-congregate emergency shelter and bridge housing via hotel/motel rooms to Chandler residents experiencing homelessness who are unable to utilize congregate shelter due to capacity limits, mobility limitations, sobriety requirements, behavioral expectations, or household composition. Vulnerable populations include older adults, persons with disabilities, and persons disproportionately impacted by COVID-19. Program participants receive intensive case management services and essential resources such as food and clothing through Chandler's Community Navigation Team.

The goal for each participant household is to exit directly to permanent housing or a longer-term program that provides a transition to permanency. Since the recent pandemic, non-congregate shelter has been recognized nationally and internationally as a best practice in ending homelessness. The non-congregate model allows providers to serve high-barrier populations that are not well served in congregate settings. This population utilizes the highest percentage of public resources when living without shelter. Other essential elements of non-congregate

programs include the ability to accommodate partners and pets, a safe place to store belongings, and a place to refrigerate food and medications.

Operation Open Door operates approximately 25 rooms per night based on availability of funds and temporary accommodations in the community. Requests for services, particularly from families with minor children and older adults, continue to increase with the rising number of evictions. Without contracts, the program is subject to market rates which fluctuate significantly based on consumer demand, seasonal attractions and large commercial events. In addition, the program's ability to enroll participants depends on the availability of accommodations in the community. Continuing to operate with properties under contract guarantees availability and nightly rates at significantly reduced costs and strengthen the relationship between the city and the property for enhanced service delivery.

In FY 2023-24, Operation Open Door served 356 persons in 171 households, with 98% positive exits. In the same period, 22,270 bed nights were provided with an average length of stay of 72 days.

This amendment will continue to provide a block of 15 rooms of various sizes and configurations for a flat fee of $48,000 per month, or $105.21 per night. The rate is paid regardless of whether the rooms are utilized, but the vacancy rate is extremely low. The program also makes two rooms in the community available each night to the Police and Fire departments for persons they may encounter responding to calls for service. Additional funds are available in the agreement to reimburse the property owner for excessive damages. Staff has also worked with another property to secure an additional 10, two-bedroom units at a reduced guaranteed rate.

The city and GAJANAN, LLC (Redwood Motel), have a positive working relationship and neither has received negative feedback from the community regarding program operations at the property. Two City of Chandler Community Navigators are assigned to Operation Open Door, serving participants seven days per week. The Redwood Motel provides staffing for check-in and emergency repairs 24/7. Staff recommends the extension of this agreement.

Evaluation:

On October 19, 2023, City Council approved an agreement with GAJANAN, LLC, for temporary accommodation services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions, and pricing.

Financial Implications:

Operation Open Door was initiated with American Rescue Plan Act (ARPA) and Cares Act funds made available to address the negative socioeconomic impacts of the COVID-19 Pandemic. In FY 2023-2024, one-time General funds in the amount of $530,000 and ARPA funds in the amount of $46,000 were utilized to fund the first year of this contract. General funds in the amount of $600,000 allocated through the FY 2024-2025 budget process will be utilized to fund this amendment. Based on current funding, it is anticipated that all funds designated for this program will be exhausted at the end of this fiscal year.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
5514	101	N/A	$600,000	N

Attachments

Amendment

City Clerk Document No. _____

City Council Meeting Date: October 17, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
TEMPORARY ACCOMMODATION SERVICES
CITY OF CHANDLER AGREEMENT NO. 4638

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 GAJANAN LLC (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 temporary accommodation services (Agreement); and

WHEREAS, the term of the Agreement was October 1, 2023, through September 30, 2024, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period October 1, 2024, through September 30, 2025.

3. Section IV 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. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $600,000.

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. 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: Mayor

FOR THE CONTRACTOR

By: _____

Its: owner

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Travis Feyen, Police Commander
Subject: Agreement No. 4856 for Health Screening Services for the Police Department

Proposed Motion:

Move City Council approve Agreement No. 4856, with JS MD Sigma, PLLC, for health screening services for the Police Department, in an amount not to exceed $108,000, for the period of one year, beginning November 1, 2024, through October 31, 2025, with the option of up to four one-year extensions.

Background/Discussion:

The leading contributor to early death in police officers is heart disease. This proposed voluntary health screening for the Police Department will provide an opportunity for early detection of heart disease as well as related conditions. Employee health and wellness is a priority and this screening is an important step in achieving this goal.

In its FY 2023-24 annual budget, City Council approved one-time funding specifically for cardiometabolic screenings as an added health and wellness benefit for Police Department personnel. During this period, 212 employees were able to take advantage of the initial screening opportunity. One-time funding was again approved by City Council in the FY 2024-25 annual budget for this purpose to expand the number of employees participating in the voluntary health screening program.

Evaluation:

The onsite Cardiometabolic Health Screening conducted by Sigma Tactical Wellness is a voluntary wellness screening available to sworn Chandler Police Department employees as part of the City of Chandler's Health and Wellness Program. This health screening program was developed by JS MD Sigma, PLLC, to address the health risks specific to first responders. The program is unique to JS MD Sigma, PLLC. The screenings incorporate blood-based inflammatory biomarker detection, vascular imaging, and cardiopulmonary exercise testing to identify early onset and late-stage coronary disease. Officers will finish the screening program with a complete understanding of their current metabolic status and individual cardiovascular risk.

Services provided include medical evaluation, vascular imaging, cardiac biomarker metabolic analysis with exercise and nutritional modification, direct consultation, as well as other services tailored to first responder health. Any follow-up medical testing, consultations, and care resulting from the screening are the responsibility of the employee as they relate to a personal health condition. The City's payment for this activity does not transmute any findings from the screening into a work-related condition.

The agreement will be in effect for one year and contains options to extend for four additional one-year periods if additional funding is approved in future budgets. Staff recommends the direct selection of JS MD Sigma, PLLC, to perform these services.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2080.5211.5MHW	General Fund	N/A	$108,000	N

Attachments

Agreement

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City Clerk Document No. _____

City Council Meeting Date: October 17, 2024

CITY OF CHANDLER SERVICES AGREEMENT
HEALTH SCREENING SERVICES FOR THE POLICE DEPARTMENT
CITY OF CHANDLER AGREEMENT NO. 4856

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and JS MD Sigma PLLC, a Texas professional limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for health screening services for the Police Department as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

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

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on November 1, 2024, and ends on October 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $112,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

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remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

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immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise

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

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Christina Pryor, CPPO	Name: Lisa Sheinberg
Title: Procurement and Supply Senior Manager	Title: Chief Operating Officer
Address: 175 S. Arizona Ave., 3rd Floor Chandler, AZ 85225	Address: 4285 CR 3270 Kempner, TX 76539
Phone: 480 782 2403	Phone: 512 740 6959
Email: christina.pryor@chandleraz.gov	Email: lisa@sigmacoaching.com

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

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

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

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

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

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract

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

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

5.22 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.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf

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of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

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

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the

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

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

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

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

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

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

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

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

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

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

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

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

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

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

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

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

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: _____
Its: Mayor	Its: CMO

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 7EA34E69-095A-484C-B1B3-1932B341955D

EXHIBIT A
SCOPE OF SERVICES

The Contractor will provide health screening services to individual participants in accordance with the Scope of Services below.

Vascular Imaging
The Contractor will utilize the most advanced portable ultrasound system currently available to determine whether soft plaque is present within the carotid arteries.

Cardiac Biomarker Analysis
The Contractor will provide advanced cardiac inflammatory markers to isolate patients that show genetic predisposition towards arterial plaque development.

Metabolic Analysis with Exercise and Nutritional Modification
The Contractor will perform a cardiopulmonary exercise stress test on a stationary bicycle or treadmill. This test measures functional capacity, the presence of any ischemia (lack of blood flow to the heart muscle) and utilizing a technique known as indirect calorimetry through respiratory gas collection. Patients will then be shown the current state of their resting metabolic status (carbohydrate and fat utilization rates) and be guided through recommendations pertaining to changes in diet and exercise habits. A strong emphasis will be placed on using these recommendations towards weight optimization and achieving a healthy body mass index (BMI).

Medical Evaluation
Direct consultation with a physician or licensed medical professional (physician's assistant/ nurse practitioner) will be provided by the Contractor. During this consultation, each patient will have all diagnostics reviewed and treatment strategies will be established. The participant will leave with a full understanding of their cardiac risk, metabolic status, and the steps that can be taken to help ensure a long and healthy career leading into retirement. Comprehensive results and recommendations will be provided for the participants to share with their personal health care providers.

Additional Services
Spouses of participants who may not be covered under the departmental funding model may participate. For convenience, the Contractor is able to accept Flexible Spending Accounts as a form of payment.

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

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EXHIBIT B
COMPENSATION AND FEES

Fees are inclusive of all services described in the Scope of Services.

Item 1
$849.00 per participant per onsite cardiovascular and metabolic screening.

Item 2
$349.00 per participant per each HeartStart cardiovascular and metabolic screening associated with an encounter that is either:

- Fully rendered by the Contractor;
- Initiated but not fully rendered at the request of the city or the workforce member/beneficiary; or
- Not fully rendered by the Contractor due to the health condition of the workforce member/beneficiary at the time of presenting for the screening.
- Not rendered by the Contractor due to the encounter being canceled by the city, or the workforce member/beneficiary, within 24 hours of the date and time the screening was scheduled by the Contractor to be provided;
- Lab draw completed on individual and no show or appointment cancelled less than 24 hours prior to screening appointment.

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EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

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

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

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

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

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three-year period.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees

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shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

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

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

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

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1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D
SPECIAL CONDITIONS

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree

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that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

BACKGROUND SCREENINGS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired

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information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

Contractor Certification. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

Continuing Duty, Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE25-029

Date: October 17, 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: Stephen Shea, Real Estate Program Coordinator
Subject: Resolution No. 5842 Authorizing the Acquisition of temporary construction easements required for the Kyrene Branch and Highline Canal Shared Use Path Project

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5842 authorizing the acquisition of temporary construction easements required for the Kyrene Branch and Highline Canal Shared Use Path Project No. TP2202; authorizing the city's real estate administrator to sign the purchase agreement and any other documents necessary to facilitate the acquisition; authorizing eminent domain proceedings as needed to acquire said real property, and obtain immediate possession thereof; and, relocation assistance as may be required by law.

Background:

The Kyrene Branch and Highline Shared Use Path Project No. TP2202 (the “Project”) will enhance the pedestrian and bicycle facilities along Salt River Project’s (SRP) Kyrene Branch and Highline canals by connecting to the regional trail network at the Chandler-Tempe border. The Project will add concrete paths to existing unpaved paths along both canal banks. The Project begins at the Kyrene and Knox roads intersection and continues in a southwesterly direction along the Kyrene Canal to just south of Linda Lane. The Project also includes improvements that begin at the existing concrete terminus at the City of Chandler/City of Tempe border and continue southwesterly direction along the Highline Canal to Orchid Lane. Improvements include new pathway lighting and improving accessibility and connectivity between existing bicycle and pedestrian networks.

In order to begin construction (currently scheduled to begin in spring 2026), it will be necessary to acquire temporary construction easements from three home owners associations (HOA's), one condominium complex, and two commercial property owners by fall 2025. No individual residential units are anticipated to be affected. Since these are established properties, it is possible that relocation of some personal property or improvements may be required, which will be compensated as required by law. It is not contemplated that any businesses, residential property owners, or tenants will be relocated. The real property rights to be acquired will be appraised as required and offers of compensation will be made pursuant to the appraised values or as approved by the Public Works & Utilities Director at an amount not exceeding the appraisal by ten percent (10%) or up to $50,000. While it is not anticipated, in the event relocation services are required, the city will provide those services as required by law.

Public Outreach:
The Transportation Policy Division hosted open house public meetings on August 22, 2022, and on December 12, 2023. The purpose of these meetings was to provide residents with information on the Project and to allow for questions and discussions with the project team. The project team made several changes to the project design based on feedback received at the 2022 public meeting, which resulted in additional support for the Project expressed at the 2023 meeting.

August 2022 Meeting:
- 35 Participants
- 14 Comment Cards Received
  - 5 Positive Comments
  - 5 Negative Comments
  - 4 Neutral Comments

December 2023 Meeting:
- 27 Participants
- 21 Comment Cards/ Emails Received
  - 8 Positive Comments
  - 2 Negative Comments
  - 11 Neutral Comments

On May 25, 2023, City Council approved a professional services agreement with Kimley-Horn & Associates for design of the Project.

Financial Implications:

Local bond funds have been set aside in the Project for acquisition and relocation services. The amount expended will be based on appraisals, but it is anticipated to be less than $50,000.

Attachments

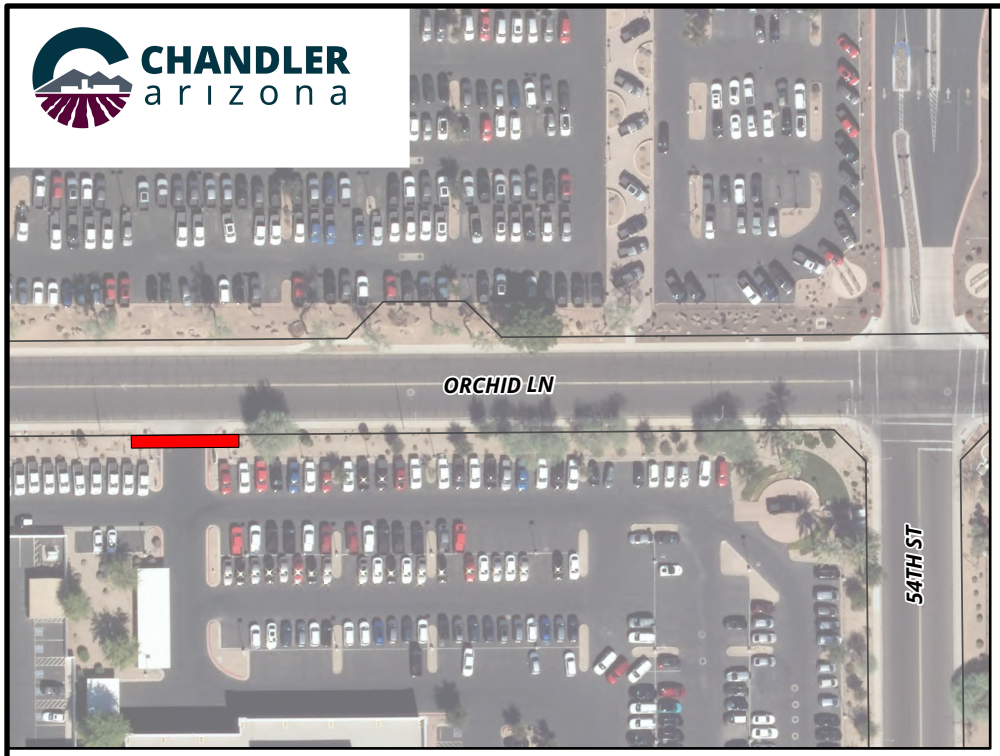
Location Map

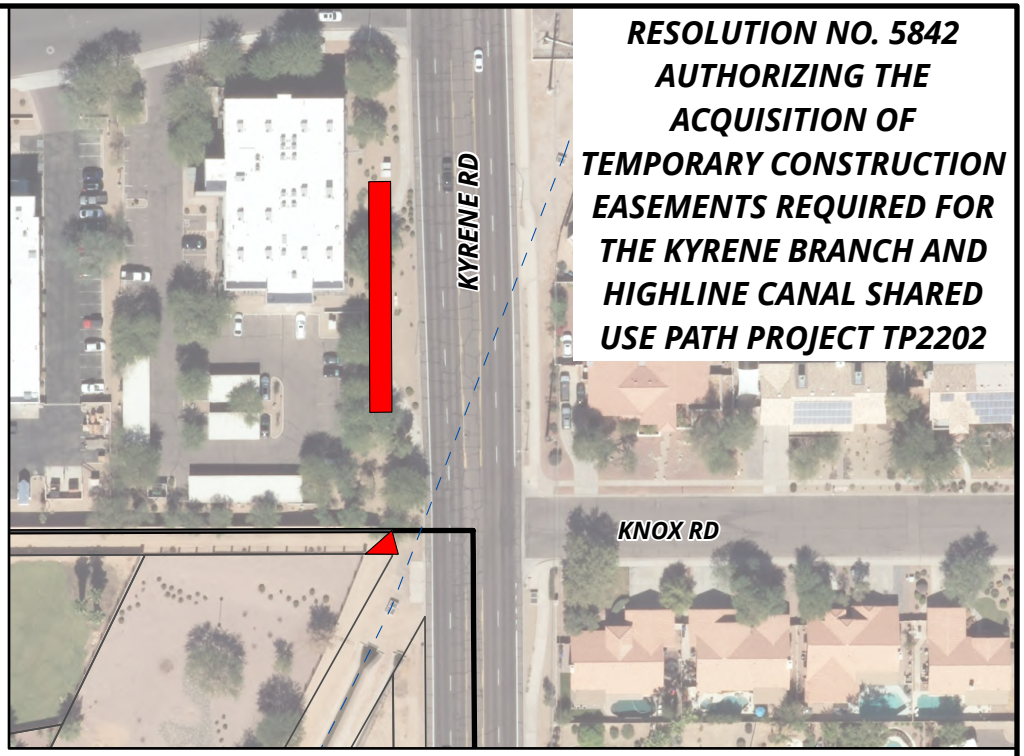
Resolution No. 5842

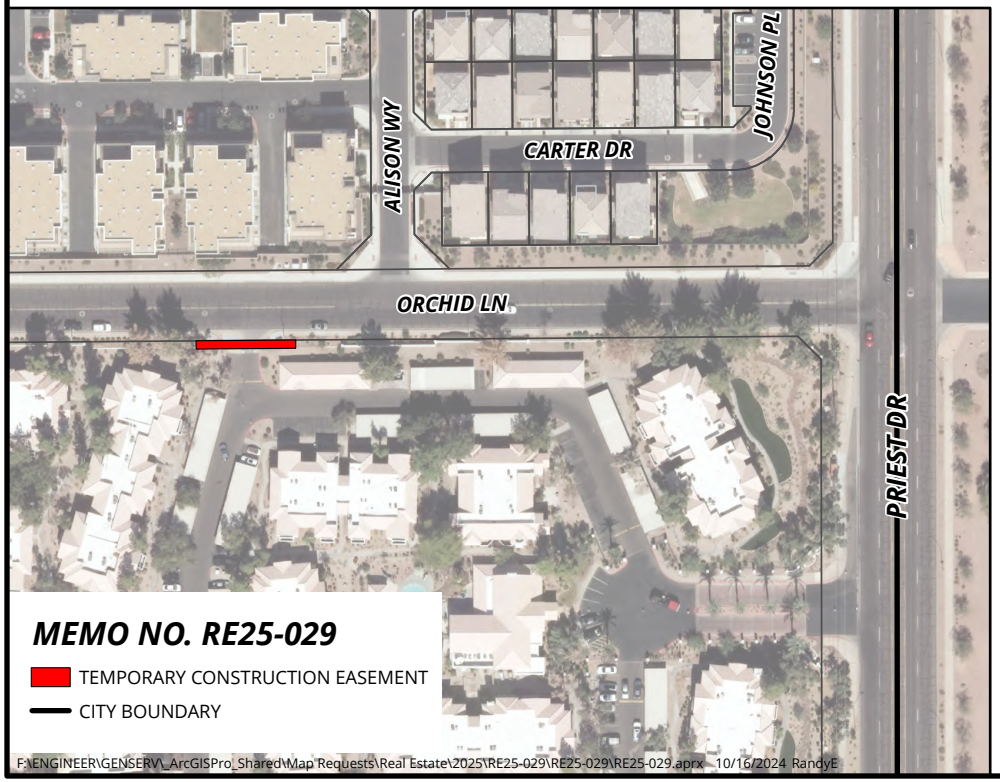
Exhibit A

CHANDLER arizona

RESOLUTION NO. 5842 AUTHORIZING THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR THE KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH PROJECT TP2202









MEMO NO. RE25-029

TEMPORARY CONSTRUCTION EASEMENT

CITY BOUNDARY

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RESOLUTION NO. 5842

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR THE KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH PROJECT TP2202; AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE THE TEMPORARY CONSTRUCTION EASEMENTS, AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND, RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW.

WHEREAS, the City of Chandler is in the process of designing the Kyrene Branch and Highline Canal Shared Use Path Project TP2202 (the "Project") which will enhance and improve the pedestrian and bicycle facilities along the Kyrene Branch Canal and Highline Canal by connecting to the regional trail network at the Chandler-Tempe border; and

WHEREAS, in order to allow the Project to proceed and be constructed in accordance with its schedule, the City of Chandler needs to acquire temporary construction easements ("TCE") on private property adjacent to or related to the Project as depicted on the attached Exhibit "A"; and

WHEREAS, the City is authorized by law to acquire, whether by purchase or dedication such TCEs as are needed for public purposes; and

WHEREAS, the acquisition of some of the TCEs for the Project may result in the relocation of personal property.

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

Section 1. Determines that the acquisition of TCEs for the Kyrene Branch and Highline Branch Shared Use Path Project TP2202 is for a public and necessary purpose, and is in the best interest of the citizens of the City of Chandler.

Section 2. Authorizes and directs the City to purchase the TCEs for an amount equal to the market value to be acquired as determined by appraisal, or as approved by the Public Works & Utilities Director at an amount not exceeding the appraisal by ten percent (10%) or up to $50,000. Written offers must be in a form approved by the Chandler City Attorney and each purchase agreement entered into with a property owner must be approved as to form by the Chandler City Attorney prior to being deposited into escrow.

Section 3. Authorizes, subject to Section 2 above, the City's Real Estate Administrator, any city real estate officer acting on the Administrator's behalf, or any retained right-

of-way consultant acting at the direction of the Real Estate Administrator, to make written offers for the TCEs and, where accepted, to execute, deliver and deposit into escrow as required, the approved purchase agreements along with all other documents and instructions necessary to consummate the purchase of the TCEs.

Section 4. Where any such written offer is not accepted within a reasonable period of time for negotiation, authorizes and directs the Chandler City Attorney to commence condemnation (eminent domain) proceedings to acquire, in the name of the City of Chandler, the TCEs, including any improvements thereon, and to secure immediate possession of the TCEs, for the public purpose of constructing the Kyrene Branch and Highline Branch Shared Use Path Project TP2202, and further directs the City Attorney to perform all acts necessary in furtherance of the acquisition and immediate possession of the TCEs.

Section 5. Authorizes the provision of relocation assistance, including benefits, as may be required by law. The City's Real Estate Administrator will make the initial determination of any claim received for relocation benefits; any administrative appeal from such decision will be considered and acted upon by and through the Real Estate Administrator or persons acting under the Administrator's direction or on the Administrator's behalf for such purpose, whose decision will be final in accordance with applicable law.

Section 6. Directs that if City staff are unable to acquire any needed TCE rights through voluntary sale by the property owner, the City Council will meet in executive session pursuant to Arizona Revised Statutes § 38-431.03 to discuss the matter prior to commencement of condemnation proceedings as described above. This provision does not apply to condemnation proceedings requested by the property owner or properties located outside the City's incorporated limits.

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. 5842 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

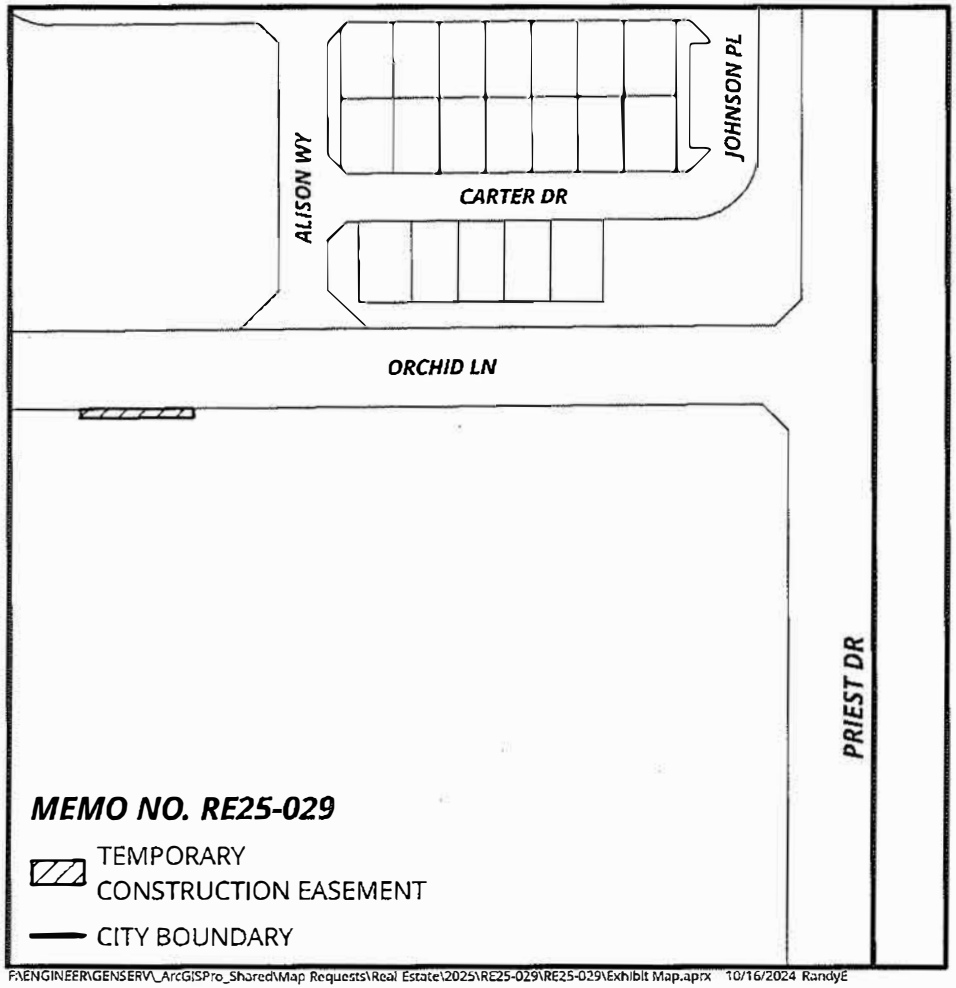
APPROVED AS TO FORM:

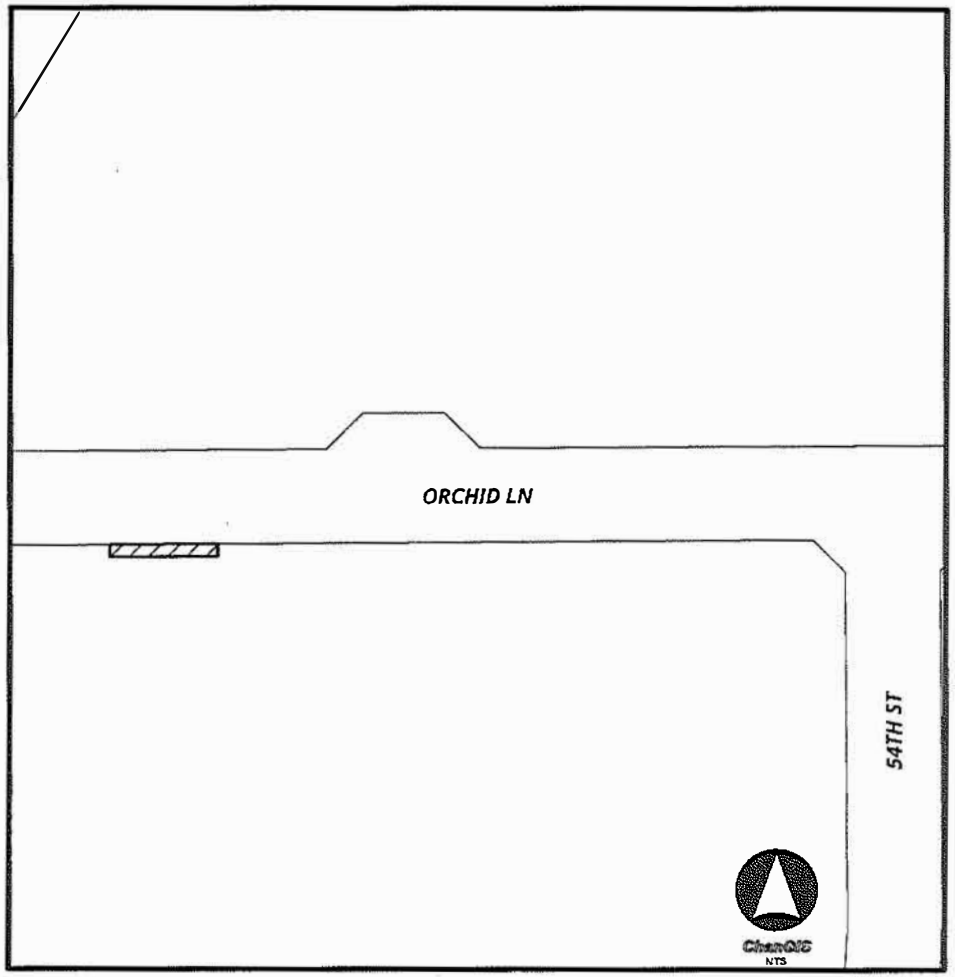
_____
CITY ATTORNEY
DMG

EXHIBIT “A”

CHANDLER
arizona

RESOLUTION NO. 5842 AUTHORIZING THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR THE KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH PROJECT TP2202





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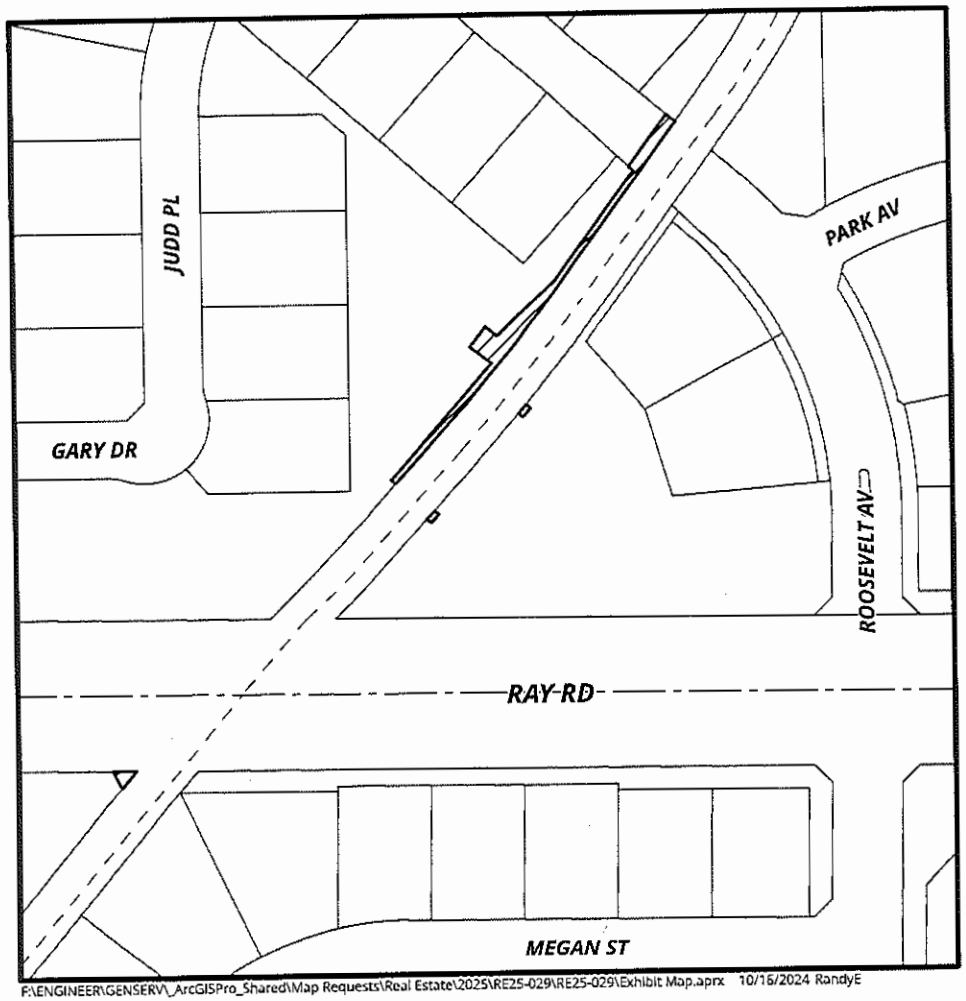
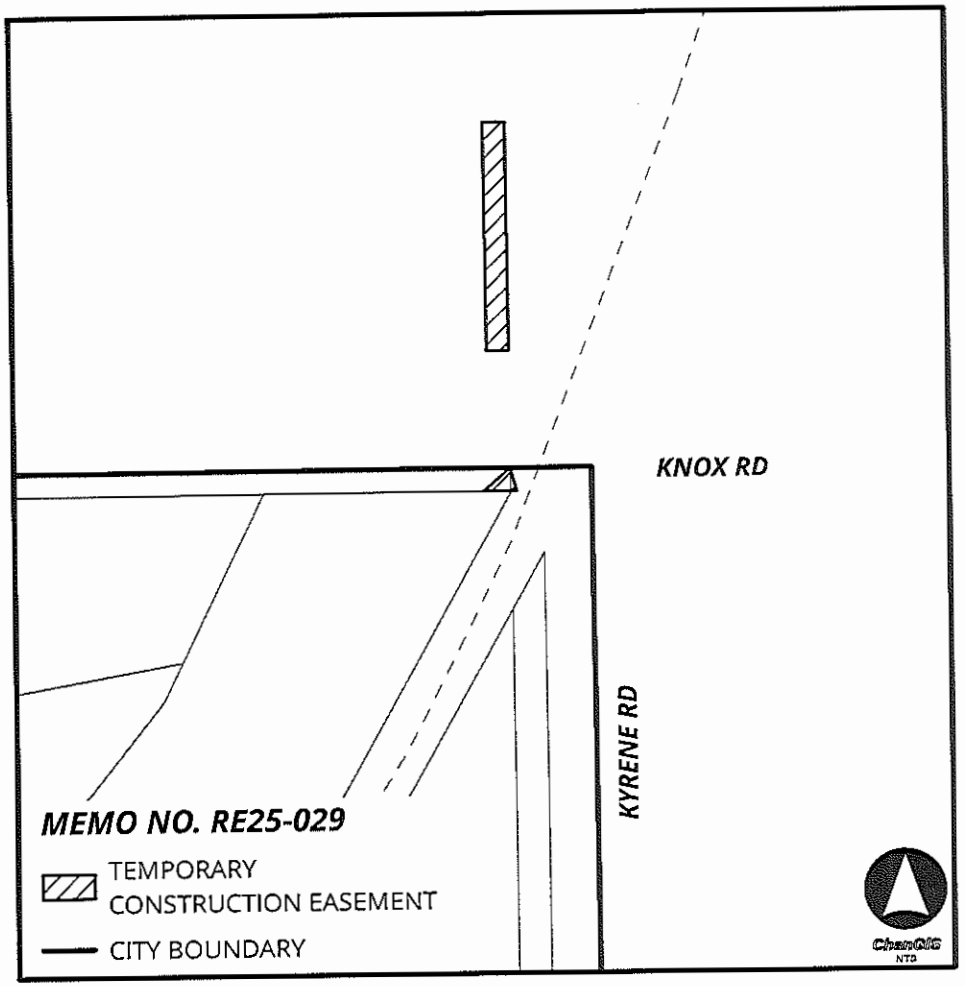
CHANDLER
arizona

RESOLUTION NO. 5842 AUTHORIZING THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR THE KYRENE BRANCH AND HIGHLINE CANAL SHARED USE PATH PROJECT TP2202





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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. RE25-030

Date: October 17, 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: Erich Kuntze, Real Estate Administrator
Subject: Approval of a Settlement with 13012 E. Chandler Heights, LLC in the Amount of Three Hundred Thousand and no/100ths Dollars ($300,000.00), Plus Statutory Interest, for the Acquisition of Road Right of Way, a Temporary Construction Easement, Drainage Easements, and Easements for Roosevelt Water Conservation District to Relocate their Irrigation Facilities and Improvements Required for the Chandler Heights Road Improvement Project from McQueen Road to Gilbert Road

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Proposed Motion:

Move City Council approve a settlement with 13012 E. Chandler Heights, LLC, in the amount of Three Hundred Thousand and no/100ths dollars ($300,000.00) plus required statutory interest, for acquisition of road right-of-way, a temporary construction easement, drainage easements, easement for Roosevelt Water Conservation District required to relocate their facilities and improvements required for the Chandler Heights Road Improvement project from McQueen Road to Gilbert Road.

Background/Discussion

The City of Chandler made a purchase offer on January 10, 2020, in the amount $125,302 for the property rights needed for the construction of the Chandler Heights Improvement Project (McQueen Road to Gilbert Road). The city was unable to reach a voluntary settlement with 13012 E. Chandler Heights, LLC, and therefore, in accordance with the Intergovernmental Agreement between Maricopa County and the city, the file was turned over to Maricopa County for further handling.

On January 28, 2021, the county made a purchase offer in the amount of $160,767 based upon their appraisal for the property rights and improvements. The county was unable to reach a voluntary settlement and turned the file over to the Maricopa County Attorney's Office for further handling.

An eminent domain action was filed by the county, and an order of immediate possession (OIP) was entered on April 23, 2021, allowing the city to proceed with its project. In accordance with the OIP, the county deposited $160,767 with the court. The OIP further provides that statutory interest on the deposit started to accrue from the date of entry of the order.

In preparation for further negotiations and mediation, new appraisals were obtained by the county and by 13012 E. Chandler Heights, LLC. The county's new appraisal was $209,900. 13012 E. Chandler Heights, LLC's appraiser's opinion of total compensation was $610,679.00.

On September 17, 2024, the parties participated in a mediation with Barry Markson, Esq. After a number of exchanges and discussions of value, the mediation concluded with a settlement of $300,000, plus statutory interest, subject to approval by the City Council and the Maricopa County Board of Supervisors.

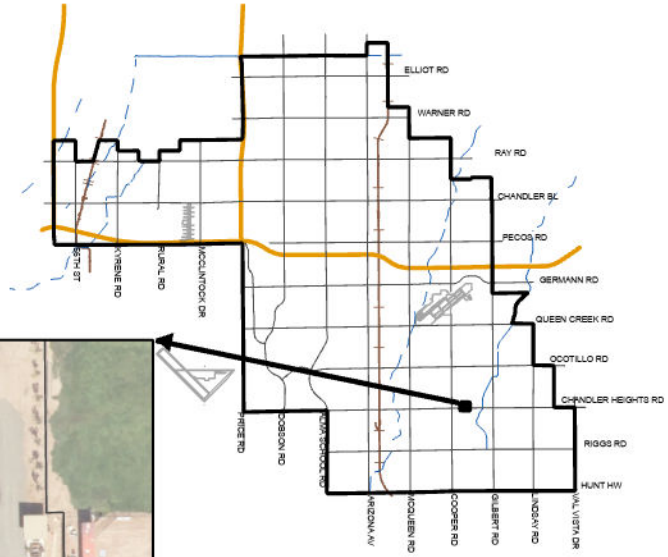
Staff recommends settlement in the amount of $300,000, plus statutory interest, as in the best interest of the parties. Funds have been set aside in the project for acquisition.

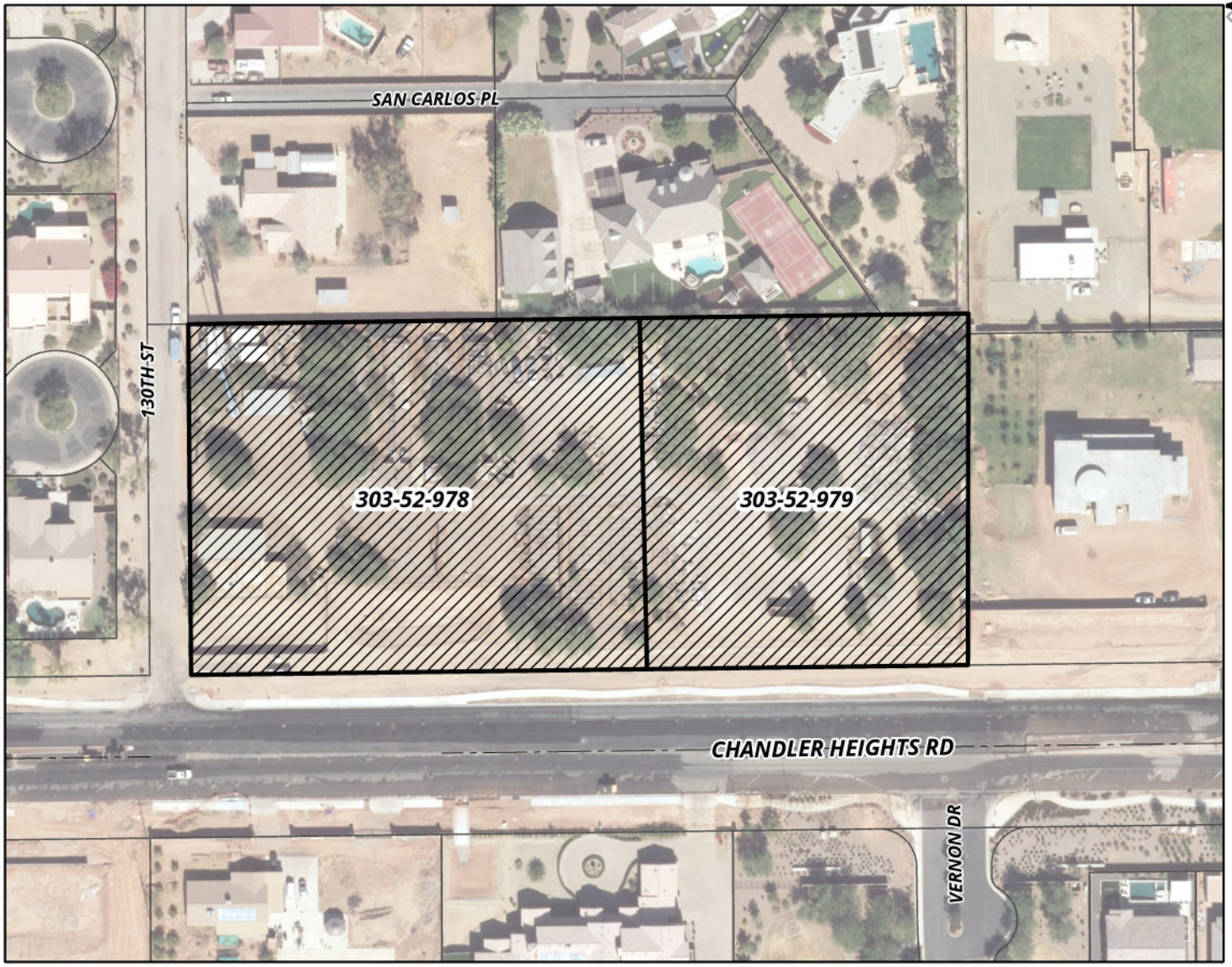
NOTE: The attached map shows the location of the property. The area acquired by the City included only the portions needed for construction of the project, not the entirety of the parcels.

Attachments

Location Map

SETTLEMENT WITH
13012 E. CHANDLER HEIGHTS LLC.
PROJECT NO. ST1614





MEMO NO. RE25-030

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-012

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Christian Jonson, Procurement Officer
Subject: Agreement No. WW0-885-4192, Amendment No. 4, with Carbon Activated Corporation, for Activated Carbon

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Proposed Motion:

Move City Council approve Agreement No. WW0-885-4192, Amendment No. 4, with Carbon Activated Corporation, for activated carbon, in an amount not to exceed $960,000, for a one-year period, October 1, 2024, through September 30, 2025.

Background/Discussion:

Activated Carbon (AC) is a granular carbon material used in odor control systems at the city's wastewater treatment facilities to absorb hydrogen sulfide gas (H2S) produced in the wastewater collection system. AC used in the wastewater odor control systems has a limited lifespan and deteriorates during use. The effectiveness of the carbon in the odor scrubbers at the city's facilities is nearing the end of its useful life. Replacement of the AC is expected twice per year, at a minimum.

AC is also added at the beginning of the water treatment process at the Pecos Surface Water Treatment Plant (PSWTP) to help remove organic material which may cause undesired taste or odor in drinking water while also helping reduce trihalomethane (THM) precursors throughout the treatment process to improve water quality. Because the PSWTP uses AC as a direct additive to the treatment process, new product needs to be continuously ordered and applied.

This agreement will allow city staff to purchase AC products for use in drinking

water treatment and water reclamation facility odor mitigation.

Evaluation:

On July 16, 2020, City Council approved an agreement with Carbon Activated Corporation, for activated carbon, for a one-year period, with the option of up to four one-year extensions. The contractor has agreed to extend for one year, October 1, 2024, through September 30, 2025. This is the fourth extension of the original agreement. The previous agreement was for $2,450,000. This large reduction in cost is due to the city executing a request for proposal (RFP) for powdered activated carbon. Powdered activated carbon has historically been purchased through this agreement, but will now be purchased through a new agreement once it is awarded.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3970.5318.0.0.0	Wastewater Operating	Chemicals	$100,000	N
615.3960.5318.0.0.0	Wastewater Operating	Chemicals	$160,000	N
605.3830.5318.0.0.0	Water Operating	Chemicals	$700,000	N

Attachments

Amendment - Carbon Activated Corporation

Docusign Envelope ID: 693E25DD-07C3-4A71-BAB5-22A2DC616AA5

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
ACTIVATED CARBON
CITY OF CHANDLER AGREEMENT NO. WW0-885-4192

THIS AMENDMENT NO. 4 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Carbon Activated Corporation, a California 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 activated carbon (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2020 through September 30, 2021, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period October 1, 2024 through September 30, 2025.

3. Section IV, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of Amendment 2 made a part of this Amendment No. 4. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $960,000.00.

Docusign Envelope ID: 693E25DD-07C3-4A71-BAB5-22A2DC616AA5

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. 4 and the Agreement, the terms and conditions in this Amendment No. 4 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: Orlando Ruelas

Its: Branch Manager

APPROVED AS TO FORM:

By: _____

City Attorney JMB

ATTEST:

By: _____

City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-025

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Donald Tuscano, Utility Plant Superintendent
Subject: Agreement No. PW5-885-4805, with Univar Solutions USA, LLC, for Aluminum Chlorohydrate

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Proposed Motion:

Move City Council approve Agreement No. PW5-885-4805, with Univar Solutions USA, LLC, for Aluminum Chlorohydrate, in an amount not to exceed $130,000, for a one-year period, November 1, 2024, through October 31, 2025, with the option of up to four additional one-year extensions.

Background/Discussion:

Aluminum Chlorohydrate (ACH) is a water treatment chemical used to coagulate particulate solids in water or wastewater. ACH is required for treatment of surface water from the Salt River Project canal at the new Reclaimed Water Interconnect Facility (RWIF), located near 905 E. Queen Creek Road. This coagulant changes the electrical charge of the particulate solids, causing them to attract and form larger solids that can be removed from water. Because the RWIF will use ACH as a direct additive to the treatment process, new product needs to be continuously ordered and applied.

This agreement will provide for the purchase of ACH for use in water treatment at the RWIF.

Evaluation:

On August 1, 2024, city staff issued Invitation for Bid No. PW5-885-4805 for ACH. Notification was sent to all registered vendors. Responses were received from the following offerors:

1. Univar Solutions USA, LLC
2. Hill Brothers Chemical Company

Staff evaluated the bids and recommends award to Univar Solutions USA, LLC, which submitted a bid that is fair, reasonable, and meets the needs of the city.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
612.3960.5318.0.0.0	Reclaimed Water Operating	N/A	$130,000	N

Attachments

Agreement - Univar

Docusign Envelope ID: DA83F7B6-7D01-412F-AAA4-42A686A58A76

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date:_____

CITY OF CHANDLER PURCHASE AGREEMENT
ALUMINUM CHLOROHYDRATE (ACH)
CITY OF CHANDLER AGREEMENT NO. PW5-885-4805

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Univar Solutions USA LLC, an Washington limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ ,2024 (Effective Date).

RECITALS

A. City proposes to purchase Aluminum Chlorohydrate (ACH) as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform in accordance with Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar

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goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods 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 goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.
The term of the Agreement is one year (s), and begins on November 1, 2024 and ends on October 31, 2025 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to 4 additional terms of 1 year (s) each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement must not exceed $130,000.00. Contractor must submit requests for payment for goods or services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted goods or services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested

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price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its

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

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

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

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losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

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

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: City of Chandler Purchasing	Name: Jenniver M. Perras
Title: Procurement Officer	Title: Sr. Municipal Bid Specialist
Address: 175 S. Arizona Avenue, 3rd floor	Address: 8201 S. 212th St.
Chandler, AZ 85225	Kent, WA 98032
Phone: 480-782-2400	Phone: 253-872-5040
Email: Purchasing@chandleraz.gov	Email: Jennifer.perras@univarsolutions.com

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

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

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

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Work. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

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

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

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and

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the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

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

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

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

5.22 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.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem

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appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

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

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

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

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

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

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

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

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

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

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

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

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

5.43 Warranties. Unless otherwise provided in Exhibit D, the Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

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5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

5.56 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

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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 at the time Council adopts the budget.

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Bill Jones _____
Its: _____	Its: Senior Regional VP _____

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

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CITY OF CHANDLER, ARIZONA
INVITATION FOR BID NO. PW5-885-4313

EXHIBIT A TO AGREEMENT
TECHNICAL SPECIFICATIONS

DESCRIPTION OF THE PRODUCT

ACH is a water treatment chemical used to coagulate particulate solids in water or wastewater. ACH changes the electrical charge of the particulate solids causing them to attract and form larger solids that can be removed from water. It's color can range from colorless to slightly yellow.

The actual percent concentration of Aluminum Chlorohydrate (ACH) shall be 40%. (Aluminum Chlorohydrate @ 40% concentration)

The City of Chandler anticipates approximately 145,000 pounds of Aluminum Chlorohydrate (ACH) to be delivered annually. Pricing for ACH shall be based on a per pound basis and shall be inclusive of delivery to specified location.

DELIVERY LOCATIONS AND HOURS

Airport Water Reclamation Facility:
905 E. Queen Creek Rd., Chandler, AZ

- Deliveries accepted Monday-Friday 7:00 a.m. – 2:00 p.m.

TECHNICAL SUPPORT

If requested by the City, the Contractor will provide technical support for the purpose of optimizing use and dosage of the items on contract. Additionally, if requested by the City the Contractor will perform jar testing to ensure performance of the product.

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Description	Delivered Size	Unit of Measure	Estimated Annual Qty	Product Offered	Unit Price per Pound
1	ACH 40% - Aluminum Chlorohydrate @ a concentration of 40%	Tote (3000 lbs.)	Lbs.	145,000	Univar Coagulant 1160	$0.69

Delivery time after receipt of order (ARO) _____3-5 days_____

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EXHIBIT C TO AGREEMENT
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

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

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

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

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

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of

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

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

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

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

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

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-026

Date: October 17, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Tabitha Sauer, Solid Waste Manager
Subject: Agreement No. 4831, with Tetra Tech, Inc., for the Paseo Vista Recreation Area and Landfill Environmental Consulting Services

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Proposed Motion:

Move City Council approve Agreement No. 4831, with Tetra Tech, Inc., for the Paseo Vista Recreation Area and Landfill Environmental Consulting Services, in an amount not to exceed $200,000, for a one-year period, November 1, 2024, through October 31, 2025, with the option of up to four one-year extensions.

Background/Discussion:

The Paseo Vista Recreation Area, located at 3850 South McQueen Road, is a 64-acre former landfill site. In 2005, the landfill was closed, and the site was redeveloped into a recreation area in 2009.The Post Closure Plan and regulatory permits approved by the Arizona Department of Environmental Quality (ADEQ) include requirements for regular environmental monitoring.

Under this agreement, Tetra Tech, Inc., will continue to provide assistance with environmental monitoring, including data analysis and generating reports for submission. Tetra Tech, Inc., will also assist with maintenance and installation services of the landfill's systems upon request. The project scope of work consists of research, geotechnical investigation and monitoring, recertification, sampling and soil testing, and regulatory assistance.

Evaluation:

Engineering and Environmental Consultants, Inc., now Tetra Tech, Inc., performed consulting services under a previous agreement for the solid waste landfill health assessment project. Staff recommends approval of this agreement with Tetra Tech, Inc., based on qualifications and previous experience with the Paseo Vista Landfill.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
625.3700.5219.4LFL.0.0	Solid Waste Operating	N/A	$200,000	N

Attachments

Agreement - Tetra Tech

Docusign Envelope ID: 9046A8DB-F5F0-4DB3-9338-89A397D259C6

City Clerk Document No. _____

City Council Meeting Date: October 17, 2024

CITY OF CHANDLER SERVICES AGREEMENT
PASEO VISTA RECREATION AREA AND LANDFILL ENVIRONMENTAL CONSULTING SERVICES
CITY OF CHANDLER AGREEMENT NO. 4831

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Tetra Tech, Inc., a California corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for Paseo Vista Recreation Area and Landfill environmental consulting services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

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

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on November 1, 2024, and ends on October 31, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $200,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

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remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

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immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents,

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

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

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City	**For the Contractor**
Name: Christina Pryor	Name: Jeffrey M. Williams
Title: Procurement and Supply Senior Manager	Title: Vice President
Address: 175 S. Arizona Ave., 3rd Floor	Address: 21700 Copley Drive, Suite 200
Chandler, AZ 85225	Diamond Bar, CA 91765
Phone: 480-782-2403	Phone: 909-860-7777
Email: christina.pryor@chandleraz.gov	Email: jeff.m.williams@tetratech.com

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

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

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

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's

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payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

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

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A).

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Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

5.22 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.

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using

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data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial

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

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

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

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is

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not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

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

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

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

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

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

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

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

If required to provide services on a school district property at least five times during a month,

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

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

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

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

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

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

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

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

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

FOR THE CITY	FOR THE CONTRACTOR
By: _____	By: Jeffrey M. Williams
Its: Mayor	Its: Vice President, Tetra Tech BAS, Inc.

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF SERVICES

Scope of Services Description

The Consultant will provide services for the sampling and soil testing, analysis, review of documents, recommendations, regulatory assistance, reports, and other services for the Paseo Vista Recreation Area and Landfill, all as more specifically described herein.

The Consultant will provide services including, but not limited to, regulatory assistance, groundwater monitoring, recertification of cap and/or liner repair, recommendations, monitoring, repair, maintenance and installation services upon request and approval for the gas collection system infrastructure, soils, leachate management system, condensate management system, grading and drainage, and other services.

Consultant Services

1. **Research Services**
   The Consultant will:
   a. Perform document searches for City policies, regulations, standards, design manuals, and requirements, etc., as necessary.
   b. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
   c. Investigate existing conditions and verify accuracy of drawings or other information furnished by City.

2. **Geotechnical Investigation Services**
   The Consultant will:
   a. Perform all soil and pavement borings necessary.

3. **Groundwater Monitoring Services**
   The Consultant will:
   a. Provide the semiannual report with the statistical analysis of groundwater in and around landfill sites. This includes the Paseo Vista site that has been monitored by the Consultant during previous monitoring events. The collection and testing of the groundwater samples is not included.

4. **Recertification of Cap and/or Liner Repair Services**
   The Consultant will:
   a. Review of documents and plans in order to provide a final certification for cap and/or liner repair.
   b. Supervise and schedule requested resurvey of landfill topography to determine drainage off the landfill.
   c. Provide recommendations for rehabilitation for drainage off of the landfill.

5. **Soils Services**
   The Consultant will:
   a. Be on hand to provide responses to questions and concerns relating to onsite soils.

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b. Provide recommendations in relation to erosion control and soil remediation.
c. Perform limited soil sampling and soil testing as requested by the city.

6. Gas Collection System Infrastructure Services

The Consultant will:

a. Provide recommendations, field supervision, and certification for the repair/install of gas collection monitor wells and gas collection probes.
b. Provide monitoring of gas collection wells upon request
c. Provide monitoring of gas migration upon request
d. Provide surface emission monitoring and reporting

7. Leachate Management System Services

The Consultant will:

a. Provide sampling, quantification, and disposal recommendations.

8. Condensate Management System Services

The Consultant will:

a. Provide sampling, quantification, and disposal recommendations.

9. Grading and Drainage Services

The Consultant will:

a. Provide recommendations in relation to grading and drainage of the landfill.
b. Provide recommendations in relation to storm water features at the landfill.

10. Additional Services

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

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EXHIBIT B
COMPENSATION AND FEES

TETRA TECH

SOLID WASTE WEST

SCHEDULE OF CHARGES

PERSONNEL	RATE	PERSONNEL	RATE
Administrative Assistant	$99	Staff Env. Specialist/Scientist I	$111
Project Clerk	$88	Staff Env. Specialist/Scientist II	$123
Project Data Analyst	$81	Project Env. Specialist/Scientist I	$134
Office Services Clerk	$99	Project Env. Specialist/Scientist II	$154
Project Coordinator	$148	Project Env. Specialist/Scientist III	$168
Senior Project Coordinator	$169	Senior Env. Specialist/Scientist I	$178
CAD Tech I	$92	Senior Env. Specialist/Scientist II	$187
CAD Tech II	$107	Senior Env. Specialist/Scientist III	$199
CAD Tech III	$127	Field Data Collector	$67
CAD Tech IV	$146	Staff Planner/Permitter I	$74
Designer I	$164	Staff Planner/Permitter II	$92
Designer II	$178	Staff Planner/Permitter III	$99
Designer III	$197	Project Planner/Permitter I	$115
Designer IV	$214	Project Planner/Permitter II	$127
Staff Engineer I	$124	Project Planner/Permitter III	$139
Staff Engineer II	$134	Project Planner/Permitter IV	$149
Staff Engineer III	$146	Senior Planner/Permitter I	$161
Project Engineer I	$156	Senior Planner/Permitter II	$175
Project Engineer II	$167	Senior Planner/Permitter III	$187
Project Engineer III	$178	Senior Planner/Permitter IV	$206
Senior Engineer I	$188	Senior Planner/Permitter V	$225
Senior Engineer II	$199	Principal Planner/Permitter	$285
Senior Engineer III	$210	Architect I	$134
Supervising Engineer I	$221	Architect II	$161
Supervising Engineer II	$231	Architect III	$188
Supervising Engineer III	$242	Architect IV	$215
Division Engineer I	$263	Staff Geologist I	$124
Division Engineer II	$274	Staff Geologist II	$134
Principal Engineer	$300	Staff Geologist III	$146
Principal	$322	Project Geologist I	$156
Senior Principal	$338	Project Geologist II	$167
Project Manager	$176	Project Geologist III	$178
Project Manager I	$187	Senior Geologist I	$188
Project Manager II	$214	Senior Geologist II	$199
Project Manager III	$226	Senior Geologist III	$210
Project Manager IV	$236	Supervising Geologist I	$221
Project Manager V	$248	Supervising Geologist II	$231
Senior Project Manager	$258	Supervising Geologist III	$242
Program Director	$306	Principal Geotechnical Eng/Geologist	$253
Project Advisor*	$275-$375	Principal Geotechnical Eng	$280
Construction Supervisor I	$178	Soils/Asphalt/Field Technician	$116
Construction Supervisor II	$188	Soils/Asphalt/Field Technician - Prevailing Wage	$145
Construction Supervisor III	$199	Technician	$60
Construction Manager I	$210	Technician I	$90
Construction Manager II	$226	Technician II	$105
Senior Construction Manager	$263	Senior Technician I	$117
Principal Construction Manager	$289	Senior Technician II	$139
Chief of Survey Parties	$197	Senior Technician III	$152
1-Man Survey Party with GPS	$237	Chief Technician	$171
2-Man Survey Party	$352	Senior Operator	$173

*Rates are Effective January 1, 2024 - December 31, 2024. Court Appearance (Expert Witness, Deposition) and Overtime Premium is 150% of Personnel Hourly Rate. *Rate for Project Advisor to be based on specialized staff required.*

IN-HOUSE EXPENSES

3% of Total Personnel Fees	
Personal Vehicle	$0.65/mile
Company Vehicle	$0.75/mile

OTHER EXPENSES

Company and Survey Vehicles	$17/hour
Other Out-of-Pocket Expenses/Supplies/Travel	Cost + 15%
Consultants/Outside/Construction Services	Cost + 15%
Per Diem for Living Expenses	Federal +15%
Equipment Usage	See Attached Schedule

Outside services performed by others and direct expenses incurred on the Client's behalf are charged an administrative fee of fifteen (15%) to cover the cost to provide for administration, sub-consultant contract coordination and insurance. Fee to be added to the direct cost of all consultants, vendors, materials, equipment suppliers, other direct costs, and any other outside services.

RS2400

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EQUIPMENT RENTAL RATES

Rates are Effective January 1, 2024 - December 31, 2024

TYPE OF EQUIPMENT	DAY	WEEK	MONTH
4 Gas Range Meter CH4, H2S, CO, O2 (Sentinel 44)	$75	$200	$500
Alpha - 1 Personal Sampling Pump	$75	$200	$500
Disposable Bailer	$20/each	n/a	n/a
CO2 Calorimetric Analysis Tubes	$40	$125	$250
Downhole Camera	$75/hr	n/a	n/a
Dupont Dosimeter Mark-3 (Personal Sample Pump)	$50	$150	$300
Flow Calibrator (Gilian)	$50	$150	$300
Gas Extraction Monitor (GEM 500 / 2000 / 2000 Plus)	$125	$350	$900
Lung Sampler (Nutech 218)	$100	$300	$800
Mini-Ram Data Logger	$40	$125	$250
Mini-Ram Dust Meter	$50	$150	$300
Organic Vapor Analyzer (OVA128)	$125	$400	$1,000
Photo Ionization Detector (OVM580B)	$125	$400	$1,000
Sample Train (Gas Extraction Pump)	$50	$150	$300
Soil Auger/Sampler	$30	$90	$180
Sounder (Liquid Level Indicator)	$40	$125	$250
Horiba Meter	$50	$200	$400
MiniRae 2000	$75	$200	$500
GT Surveyor	$75	$200	$500
GPS Enabled SEM Leak Detection Equipment	$250	$800	$2,400
GPS Survey Equipment Services	n/a	$200	n/a
Groundwater Sampling Equipment	$30/hour	n/a	n/a
Company Vehicle	$130	$550	$1,750
Field Sampling Supplies:	100/day	n/a	n/a
LEVEL C (Per Person) Respirator with Cartridge (full or half faced), Tyvek Coveralls, Outer Gloves, Glove Liners, Neoprene Boots	$150	n/a	n/a
Sand Cone or Nuclear Density Gauge	$14/hour	n/a	n/a
Hand auger and soil sampling equipment	$70	n/a	n/a
BAT Permeameter	$250	n/a	n/a
Double Ring Infiltrometer	$250	n/a	n/a
Inclinometer data collection system	$400	n/a	n/a
Infiltration test flowmeter	$130 per day-test		
Floor level manometer	$80	n/a	n/a
Moisture vapor emission test kit (material only)	$40/kit	n/a	n/a
Field inspection kit (camera, recorder, GPS)	$35	n/a	n/a

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EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

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

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

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

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

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

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3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

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

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

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to

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liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

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EXHIBIT D
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-039

Date: October 17, 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: Ivan Magana, Engineer
Subject: Professional Services Agreement No. ST1804.451, with Consultant Engineering, Inc., for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. ST1804.451, to Consultant Engineering, Inc., for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive Construction Management Services, in an amount not to exceed $1,035,646.10.

Background/Discussion:

The Chandler Heights Road Improvements Project consists of widening the roadway to include two through lanes in the eastbound and westbound directions from Gilbert Road to Val Vista Drive. This project includes the construction of two travel lanes in the eastbound and westbound directions, bike lanes, raised landscaped median, curb, gutter, sidewalk, American with Disabilities Act upgrades, traffic signal upgrades, streetlights, traffic signal interconnect, storm drainage, irrigation, block walls, and wet/dry utility improvements. This project also includes work and coordination with Salt River Project for undergrounding the overhead distribution lines.

The project scope of work consists of pre-construction assistance, contractor oversight, inspections, utility coordination, schedule review, review of progress payments, response to shop drawings and submittals for design compliance, and project close-out. Services also include public outreach and coordination with city

and unincorporated county residents and businesses. The agreement completion time is 455 calendar days following Notice to Proceed.

A related Construction Agreement with Sunland Asphalt & Construction, LLC, for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive, 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 Consultant Engineering, 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
417.3310.6517.6ST692	Capital Grant	Chandler Height Improvements	$976,614.00	Y
415.3310.6517.6ST692	Impact Fee	Chandler Height Improvements	$51,948.00	Y
411.3310.6517.6ST692	GO Bonds	Chandler Height Improvements	$7,084.10	Y

Attachments

Agreement
Location Map

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
Chandler Heights - Gilbert Road to Val Vista Drive
Project No. ST1804.451
Federal Project No.: CHN-0(244)D
ADOT Project No. T0203 01C
Council Date: October 17, 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 **Consultant Engineering, Inc.**, 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 **Chandler Heights - Gilbert Road to Val Vista Drive** 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 **455** 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 **$1,035,646.10** 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: Jason Garcia**,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3453 Email: jason.garcia@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Consultant Engineering, Inc.
	Mailing Address:	PO Box 37167, Phoenix, AZ 85069
	Physical Address:	10625 N. 25th Ave., Suite 200, Phoenix, AZ 85029
	Statutory Agent Name:	John Patterson
	Statutory Agent Mailing Address:	PO Box 37167, Phoenix, AZ 85069
	Statutory Agent Physical Address:	10625 N. 25th Ave., Suite 200 Phoenix, AZ 85029
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Brian Lizzet
	Title:	Project Manager/Principal
	Phone:	480-689-6472
	Email:	blizzet@cei-az.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 Ill 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 Ill 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 ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") 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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
CONSULTANT ENGINEERING, INC.

Signature September 18, 2024
Date

Brian Lizzet
Print Name

Project Manager/Principal
Title

blizzet@cei-az.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

September 11, 2024

Mr. Jason Garcia
Construction Project Manager
City of Chandler
Capital Projects Division
PO Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

Email: jason.garcia@chandleraz.gov

Re: Fee Schedule
Chandler Heights Road – Gilbert Road to Val Vista Drive
City of Chandler Project No.: ST1804.451
Federal Project No.: CHN-0(244)D
ADOT Project No.: T0203 01C
CEI Project No. 0124025.00

Dear Mr. Garcia:

Consultant Engineering, Inc. (CEI) would like to thank the City of Chandler for selecting our firm for the Chandler Heights Road project, from Gilbert Road to Val Vista Drive.

Attached, please find our fee proposal, the Construction Management Scope of Services (Exhibit "A") and Fee Schedules (Exhibit "B") as well as sub consultants' fee schedules (Exhibits "C", "D", "E" and "F") for your consideration. **Our total fee for this project is $1,035,646.10.** The proposal is based on a total construction duration of 335 calendar days as well as pre-construction assistance and typical close-out services.

As requested, the proposal effort hours for the key staff members during construction includes Brian Lizzet (Project Manager/Senior Resident Engineer) with a 3%-time commitment; Pat Mahoney (Resident Engineer) with a 49% time commitment; John Helton (COC Liaison) with a 5%-time commitment; Daniel Blount (Project Supervisor) with a 50% time commitment; Ryan Warling (Construction Inspector) with a 100%-time commitment; Shanelle Fiske-Bowser (Administrator/Manager) with a 20%-time commitment; Mark Schalliol (Landscape Architect) with a 5%-time commitment and Dan Ross (Schedule Reviewer) with a 2% time commitment. We have also included allotted time for Saturdays. Our sub-consultants' proposals include: Tristar Engineering and Management for inspection support, Quality Testing for QA Materials Testing services, MakPro for public reach-out/awareness services and Atek Engineering Consultants for Independent Assurance Testing services.

If you have any questions or require additional information, please feel free to contact me at 480-689-6472 or blizzet@cei-az.com.

CEI looks forward to continuing working with you and the City of Chandler on this contract.

Sincerely,

CONSULTANT ENGINEERING, INC.

Brian Lizzet, PE, CCM
Project Manager/Principal

Attachment: Exhibit A – Scope of Services
Exhibit B – Fee Schedule
Exhibit C – Makinen Professional Services (MakPro) Fee Schedule
Exhibit D – Quality Testing, LLC (QT) Fee Schedule
Exhibit E – Atek Engineering Consultants (Atek) Fee Schedule
Exhibit F – Tristar Engineering and Management, Inc. (Tristar) Fee Schedule
cc: Contract Administration (CEI # 0124025.00)

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
(FHWA FUNDED PROJECTS)

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant will have general project coordination with City and contractor **(2 hours for PM, and City Liaison, 16 hours for RE)**

ii. Consultant must attend the pre-construction meeting. **(2 hours each)**

iii. Consultant will review project plans, documents and take pre-construction photos **(16 hours for Project Supervisor and Construction Inspector)**

iv. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance. **(16 hours for Scheduler)**

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes **45** weekly meetings will be held. **(1 to 2 hours for PM/RE/Liaison)**

B. Task 2.2 CPM Schedule

i. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes **11** reviews of updated CPM schedule. **(4 hours total for PM, 2 hours each for RE, 4 hours each for Scheduler)**

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of **15** RFI responses. **(4 hours each reply. Hours includes site visits, administration/coordination prior to RFI, for RE)**

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of **60** reviews. **(4 hours each review for RE, 20 hours for Landscape Architect)**

E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes **10** RFPs. **(4 hours each for RE)**

F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes **15** FD's. **(4 hours total for PM and 2 hours for RE)**

G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of **12** payment applications, with **2** reviews each. **(4 hours total for PM, City Liaison, 2 hours for RE each month)**

H. Task 2.8 Public Outreach

i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour trilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination; federal funds required partnering process (project team partnering meeting, maintaining status). **(4 hours total for PM, 1 hour each month for RE with PRC).**

3. CONSTRUCTION ADMINISTRATION

A. Task 3.1 Federal Compliance Administration

i. Consultant must provide administrative support to City staff for federal reporting requirements. Consultant assumes **1** administrative Support for **11 months** at **33** hours per month.

B. Task 3.2 Administrative Support

i. Consultant must provide administrative support to City staff throughout project for **11 months**. **(30 hours/month for RE, 4 hours/month for City Liaison)**

4. CONSTRUCTION INSPECTION

A. Task 4.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare

daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes **2** inspectors; 1 full time and 1 half-time for **40 to 20** hours per week for **11** months. **Consultant assumes 10% overtime for Construction Inspector**. **(5 hours/month for City Liaison as well).**

B. Task 4.2 Landscape / Irrigation Inspection Services

i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material. Consultant assumes **11** site visits. **(8 hours each for Landscape Architect)**

C. Task 4.3 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates. **(12 hours for PM, 20 hours each for City Liaison, Project Supervisor, and Federal Support; 24 hours for Landscape Architect)**

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates. **(20 hours for RE).**

5. UTILITY COORDINATION

A. Task 5.1 Utility Coordination

i. Consultant must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements. **(0 hours – this is completed by EOR)**

ii. Coordination with various utilities including RWCD **(10 for PM and 40 hours for RE)**

6. MATERIALS TESTING

A. Task 6.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City, MAG, and ADOT requirements; 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. **(1 hour total for PM, 2 total for RE)**

B. Task 6.2 Quality Assurance (QA) Test Program

i. Consultant must prepare and maintain a materials Quality Assurance plan per City, MAG, and ADOT requirements. QA plan will be reviewed and approved by ADOT prior to initiating construction activities. **(1 hour total for PM; 1 hour/month for RE, coordination with QA subconsultant)**

ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities. **(Included in QA subconsultant fee)**

C. Task 6.3 Material Certifications

i. Consultant must review and verify material certifications are met including "Buy America" requirements; and prepare and maintain materials certificate and "Buy America" requirement submittal log. **(2 hours/month for RE, remainder included in QA subconsultant fee)**

D. Task 6.4 Independent Assurance (IA) Test Program

i. Consultant must provide 3rd party independent quality assurance sampling and testing per the approved QA program produced in task 6.2.i. **(1 hours total for PM, 0.5 hour/month for RE, coordination with IA subconsultant).**

7. RECORD DRAWINGS

A. **Task 7.1 Record Drawings**

i. Review and monitor Contractor's weekly updates on red-line drawing set. **(4 hours/week for Project Supervisor,40 hours total for City Liaison, 2 hours total for PM and RE).**

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative **(Shown as $50,000).**
3. Contract work must be performed in accordance with Exhibit D Title VI Assurances Appendix A and Exhibit E Title VI Assurances Appendix E.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE
(FHWA FUNDED PROJECTS)

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$12,530.00
	SUBTOTAL TASK 1:	**$ 12,530.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$29,285.00
2.2	CPM Schedule	$12,600.00
2.3	Requests for Information (RFI)	$11,400.00
2.4	Shop Drawing Submittals	$48,500.00
2.5	Requests for Proposal (RFP)	$7,600.00
2.6	Field Directive (FD)	$6,640.00
2.7	Contractor Payment Applications	$6,040.00
2.8	Public Outreach	$3,030.00
	SUBTOTAL TASK 2:	**$ 125,095.00**
3	**CONSTRUCTION ADMINISTRATION**	
3.1	Federal Compliance Administration	$41,745.00
3.2	Administrative Support	$68,640.00
	SUBTOTAL TASK 3:	**$ 110,385.00**

4	**CONSTRUCTION INSPECTION**	
4.1	Inspection Services	$399,835.00
4.2	Landscape/Irrigation Inspection Services	$12,760.00
4.3	Project Closeout	$21,600.00
	SUBTOTAL TASK 4:	**$ 434,195.00**
5	**UTILITY COORDINATION**	
5.1	Utility Coordination	$9,950.00
	SUBTOTAL TASK 5:	**$ 9,950.00**
6	**MATERIALS TESTING**	
6.1	QC Test Program	$615.00
6.2	QA Test Program	$2,325.00
6.3	Material Certifications	$4,560.00
6.4	IA Test Program	$1,375.00
	SUBTOTAL TASK 6:	**$ 8,875.00**
7	**RECORD DRAWINGS**	
7.1	Record Drawings	$12,190.00
	SUBTOTAL TASK 7:	**$ 12,190.00**
SUBCONSULTANTS		
Makinen Professional Services		$ 34,100.00
Quality Testing, LLC		$ 142,815.00
Atek Engineering Consultants		$ 10,071.10
Tristar Engineering and Management, Inc.		$ 85,440.00
	SUBTOTAL SUBCONSULTANTS:	**$ 272,426.10**
ALLOWANCES		
Owner's Allowance		$ 50,000.00
	SUBTOTAL ALLOWANCES:	**$ 50,000.00**
	PROJECT TOTAL:	**$ 1,035,646.10**

CEI Consultant Engineering, Inc.

CM Services Fee Proposal (Exhibit B-2)

Chandler Heights: Gilbert Road to Val Vista Drive
City of Chandler Project No. ST1804.451 | Federal Number: CHN-0(244)D | ADOT Project No. T020301C

Cost Proposal - September 2024

Classification	Hours	Hourly Rate	Cost
Pre-construction Phase - 1 month			
Project Manager (Brian Lizzet)	4	$235.00	$940.00
Resident Engineer (Pat Mahoney)	18	$190.00	$3,420.00
COC Liaison/Oversight (John Helton)	4	$135.00	$540.00
Project Supervisor (Daniel Blount)	18	$135.00	$2,430.00
Senior Inspector (Ryan Warling)	18	$125.00	$2,250.00
Landscape Architect (Mark Schalliol)	0	$145.00	$0.00
Schedule Reviewer (Dan Ross)	16	$170.00	$2,720.00
Administrator/Manager (Shanelle Fiske-Bowser)	2	$115.00	$230.00
Subtotal Pre-construction			**$12,530.00**
Construction Phase - 11 months			
Project Manager (Brian Lizzet)	55	$235.00	$12,925.00
Resident Engineer (Pat Mahoney)	930	$190.00	$176,700.00
COC Liaison/Oversight (John Helton)	93	$135.00	$12,555.00
Project Supervisor (Daniel Blount)	946	$135.00	$127,710.00
Senior Inspector (Ryan Warling)	1892	$125.00	$236,500.00
Senior Inspector (Ryan Warling) - Overtime	190	$187.50	$35,625.00
Landscape Architect (Mark Schalliol)	108	$145.00	$15,660.00
Schedule Reviewer (Dan Ross)	44	$170.00	$7,480.00
Administrator/Manager (Shanelle Fiske-Bowser)	363	$115.00	$41,745.00
Subtotal Construction			**$666,900.00**
Post-Construction/Close-Out Phase - 3 months			
Project Manager (Brian Lizzet)	14	$235.00	$3,290.00
Resident Engineer (Pat Mahoney)	42	$190.00	$7,980.00
COC Liaison/Oversight (John Helton)	60	$135.00	$8,100.00
Project Supervisor (Daniel Blount)	64	$135.00	$8,640.00
Senior Inspector (Ryan Warling)	0	$125.00	$0.00
Schedule Reviewer (Dan Ross)	0	$170.00	$0.00
Landscape Architect (Mark Schalliol)	24	$145.00	$3,480.00
Administrator/Manager (Shanelle Fiske-Bowser)	20	$115.00	$2,300.00
Subtotal Post-Construction			**$33,790.00**
TOTAL			**$713,220.00**
Subconsultants			
Makinen Professional Services - Exhibit "C"			$34,100.00
Quality Testing, LLC - Exhibit "D"			$142,815.00
Atek Engineering Consultants - Exhibit "E"			$10,071.10
Tristar Engineering and Management, Inc - "Exhibit F"			$85,440.00
Subconsultants Subtotal			**$272,426.10**
Owner's Allowance			
Owner's Allowance			$50,000.00
		Total Cost	**$1,035,646.10**

Limitations & Conditions and Assumptions:

All rates are loaded rates and include all equipment, trucks, cell phones, laptops, gas, maintenance, Citrx Sharefile and office supplies.

Pre-construction and post-construction hours are based on anticipated tasks as per the scope of work.

Fee based on Construction duration of 11 months / 335 calendar days + 30 days start up and 90 days close out

Inspectors will be fully equipped with vehicles, computers, cell phones, inspector tools, camera, and equipment required to perform their tasks.

Overtime hours for field staff will be billed at 1.5 times the billing rate

Subconsultants' schedule of efforts and cost break-down is attached.

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.

MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

August 27, 2024

Mr. Brian Lizzet
Consultant Engineering, Inc.
135 E Chilton Dr., Suite 101
Chandler, AZ 85225

Dear Brian:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal for public outreach services for the City of Chandler for the Chandler Heights Road Improvements (ST1804.451 CHN0224D T020301C), which will widen Chandler Heights Road, from Gilbert Road to Val Vista Drive, to four lanes including raised landscaped median, bike lanes, curb, gutter, and sidewalk, including ADA upgrades, traffic signals, LED streetlights, storm drainage, irrigation, and associated utility installation or relocation. Public outreach is an important element in projects that impact neighboring residents and businesses and provides a link between the project and the community it impacts. The City of Chandler has developed a strong relationship with its residents and businesses, and during design MakPro was on-team to assist in the interaction with nearby stakeholders so it will be important to continue this communication into construction. Many times, this link is all that is needed to help a project run more smoothly.

There are a variety of public outreach tools which can be used to establish appropriate communication with the effected stakeholders of a project. The services included in this scope and fee are based on my experience with the City of Chandler and CEI on similar current and previous projects, and previous experience during design for this project. This estimate is based on an estimated 11-month construction schedule. In addition, the public outreach services have been categorized into tasks; however, adjusting one task may require adjustment of other tasks as there are economies of scale and efficiencies embedded in the cost estimate.

Please take a moment to review this scope and cost estimate and if I've missed or misunderstood any of the project characteristics, or if you'd like to customize this proposal in some other way, please let me know.

Task 1: Pre-Construction Meeting, Partnering Meeting, Project Progress Meetings and Ongoing Team Communication
MakPro will prepare for and attend the pre-construction meeting, coordinate and facilitate the partnering meeting and attend progress meetings during construction (11 months ~ 48 meetings), as well as participate in ongoing team communications throughout the project. This task also includes monitoring the partnering process with monthly PEP evaluations and tracking.

Task 2: Community Construction Notices & Communications
Prior to start of construction, MakPro shall develop, print, coordinate and mail one printed pre-construction notice to project area businesses and residents, and also those property owners directly adjacent to the work area. As this is a federal project, collateral will be provided in

English, Spanish and Mandarin languages. It is expected there may be additional notifications for access restrictions or night work, so this estimate includes one additional mailer to accommodate that effort.

MakPro will assist the construction management team with resident coordination for properties where work will take place related to walls, and compile contact information for HOAs and businesses for use by the project team to better schedule construction-related impacts. Reimbursable expenses for postage/printing of pre-construction notices are included as part of this estimate. Based on our previous experience in this area during design, this would be a 1/4-mile radius distribution area from Gilbert to Val Vista, with approx. 1,300 pieces.

Task 3: Project Communications

- *Project Webpage:* MakPro shall develop and maintain a project webpage for the project on ChandlerAz.gov, capable of multi-lingual information, which will include information about the project design, construction schedule and how to contact the project team. The site will be updated with any new information on a regular basis.
- *Project E-Updates:* MakPro shall prepare regular email updates with upcoming construction schedule information and maintain a distribution list of those interested in the project.
- *Hotline:* MakPro shall maintain a 24-hour bilingual project hotline to respond to inquiries or complaints, maintain a call log and coordinate with the project team to respond to calls.

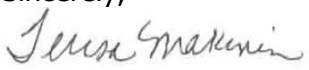
The total cost for public outreach services as identified above and **based on an 11-month project schedule should not exceed $34,100.00, which includes a $6,500 estimate for printing, distribution and translation costs.** This cost estimate assumes a labor rate of $120/hour for principal and $100/hour for associate hours, and includes meeting preparation, materials and equipment, and local transportation. The project hotline is billed at $300/mo for availability 24/7, and progress meetings have a one-hour minimum. Excluded from this estimate are any unusual out-of-pocket expenses requested by the sponsor. It should be noted that reimbursable expenses for this project have been estimated, based on an approximately 1/4-mile boundary for distribution. This estimate also incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

Activity	Principal Hrs ($120/hr)	Associate Hrs ($100/hr)	Total
Public Outreach Services			
Task 1: Pre-construction, Partnering, Progress Meetings	38	38	$8,360
Task 2: Community Construction Notices & Communications	42	28	$7,840
Task 3: Project Communications (Hotline: 12 mos @ $300/mo)	45	24	$7,800 $3,600
Sub Total	**125**	**90**	**$27,600**
Printing/Distribution Cost (2 mailings at approx. 1,300 pieces each)			**$5,850**
Translator Cost			**$650**
Grand Total			**$34,100**

This proposal assumes any displays, exhibits, engineering designs or details, required for public meetings or information will be provided by the owner, the design engineer, or the contractor. MakPro is not responsible for documenting existing property conditions, project signage, traffic signage, or direct door hanger notifications for residential service interruptions, such as water outages, or access restrictions as required for the contractor's work. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with CEI and the City of Chandler on this project. Should you have questions or need additional information related to this proposal, please feel free to contact me at (480) 890-1927.

Sincerely,



Teresa Makinen

EXHIBIT D

Quality Testing, LLC
175 S Hamilton Place, Bldg 6, #114
Gilbert, AZ 85233
(480) 496-2000 · (480) 496-2001
www.qt-corp.com

SUB CONSULTANT :	**QT**
PROJECT NAME :	**ST1804.401 Chandler Heights Road; Gilbert Road to Val Vista Drive**
PROJECT OWNER:	**City of Chandler**
ESTIMATE NUMBER:	**240815-01**

Project Description:

As a subconsultant to CEI, QT will be providing all acceptance testing for the Chandler Heights Road project between Gilbert Road and Val Vista Drive within the City of Chandler. QT's scope of services also includes all materials coordination for the project and any materials support necessary.

Estimate Amount Defined Scope: This cost proposal is considered an estimate, subject to the GENERAL INFORMATION/ASSUMPTIONS as defined herein. For the estimate amount, QT will perform construction materials sampling and testing, both field and lab, that is specifically identified in this cost estimate.

Cost Estimate Summary:

Total Extended QT Direct Billable Labor	**$**	**91,879.00**
(Includes QC Supervisor, QC Reporting Tech, Field Tech, Etc.)		
Total Laboratory Testing Fees	**$**	**35,986.00**
(Includes All Laboratory Testing)		
Total Other Direct Costs	**$**	**14,950.00**
(Includes Vehicle, Subcontracted Services, etc. if Applicable)		
Total Estimate of All Fees	**$**	**142,815.00**

The following pages identify the time frame, resourcing, and other assumptions used in developing this cost estimate. Assumptions are based on the information provided by your office, and QT's experience on similar projects, at the time of this proposal. If there are changes to the contractor's schedule, re-testing, additional site visits or other items that are not part of the originally assumed visits, these visits will be outside this scope of work. Items outside this scope of work will be extra work that will be billed to the contractor based on the units and rates established here within.

Jeffery M. Schaper, President	8/16/2024	
Estimator	Date	Signature

EXHIBIT D

PROPOSAL SUMMARY

PROJECT NAME : **ST1804.401 Chandler Heights Road; Gilbert Road to Val Vista Drive**

SCOPE OF SERVICES: **Acceptance Testing**

LABOR FEES

CLASSIFICATION	LABOR TYPE	REG HOURS	REGULAR RATE	ASS'D % OT	OVERTIME HOURS	OVERTIME RATE(1)	EXTENDED LABOR COST
Registered Engineer	Direct	6	$ 250.00			$ 250.00	$ 1,500.00
Materials Project Manager	Direct	41	$ 155.00			$ 232.50	$ 6,355.00
Materials Data Coordinator	Direct	74	$ 116.00			$ 174.00	$ 8,584.00
Materials Field Technician	Direct	920	$ 82.00			$ 123.00	$ 75,440.00
Lab Trechnician	Indirect	428	$ -				
					SUBTOTAL DIRECT LABOR		**$ 91,879.00**

(1) Regular Rate X Overtime Premium of 1.5

VEHILE AND PER-DIEM CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED VEHICLE AND PER-DIEM
Trip Charge	230	EA	$ 65.00	$ 14,950.00
			SUBTOTAL VEHICLE AND PER-DIEM CHARGES	**$ 14,950.00**

OTHER PROJECT DIRECT CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED OTHER PROJECT CHARGES
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL OTHER PROJECT DIRECT CHARGES	**$ -**

LAB TESTING FEES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED LABORATORY FEES
301 - Concrete Compressive Strength Cylinders	180	EA	$ 16.00	$ 2,880.00
416 - Sieve Analysis	24	EA	$ 75.00	$ 1,800.00
301 - Plasticity Index	24	EA	$ 85.00	$ 2,040.00
301 - Standard Proctor	18	EA	$ 120.00	$ 2,160.00
504 - Ignition Furnace Calibration	4	EA	$ 699.00	$ 2,796.00
505 - AC Content w/ Gradation (Ignition Method)	30	EA	$ 200.00	$ 6,000.00
510 - AC Gyratory Bulk Density (Set of 2)	30	EA	$ 190.00	$ 5,700.00
509 - AC Maximum Specific Gravity (Rice) (Set of 3)	30	EA	$ 155.00	$ 4,650.00
501 - AC Core Density/Thickness	30	EA	$ 25.00	$ 750.00
601 - AC Binder PG Verification	2	EA	$ 980.00	$ 1,960.00
658 - Cone Penetration	2	EA	$ 110.00	$ 220.00
617 - Kinematic Viscosity	2	EA	$ 150.00	$ 300.00
623 - Pentration	2	EA	$ 150.00	$ 300.00
653 - Resilience	2	EA	$ 110.00	$ 220.00
625 - Softening Point	2	EA	$ 110.00	$ 220.00
501 - Concrete Core Thickness	0	EA	$ 20.00	$ -
820 - Tensile Strength	6	EA	$ 120.00	$ 720.00
Unplanned Lab Testing Quantity Factor	1	10%	$ 3,270.00	$ 3,270.00
			TOTAL LABORATORY TESTING FEES	**$ 35,986.00**

TOTAL ESTIMATE OF ALL FEES **$ 142,815.00**

Jeffery M. Schaper, President
Estimator

August 16, 2024
Date

EXHIBIT D
SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : **ST1804.401 Chandler Heights Road; Gilbert Road to Val Vista Drive** CONSULTANT : **QT** DATE: **August 16, 2024**

ESTIMATED FTEs IN THE MONTH

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL O/T	TOTAL
JAN 2025 through DEC 2026	J-25 21	F-25 19	M-25 21	A-25 22	M-25 21	J-25 21	J-25 22	A-25 21	S-25 21	O-25 23	N-25 18	D-25 22	J-26 20	F-26 19	M-26 22	A-26 22	M-26 20	J-26 22	J-26 22	A-26 21	S-26 21	O-26 22	N-26 19	D-26 22				
Registered Engineer	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01	0.01	0.01														6 m-h	0%	m-h	6 m-h
Materials Project Manager	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02													41 m-h	0%	m-h	41 m-h
Materials Data Coordinator	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04													74 m-h	0%	m-h	74 m-h
Materials Field Technician	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50														920 m-h	0%	m-h	920 m-h
Lab Trechnician	0.20	0.20	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.20	0.20														428 m-h	0%	m-h	428 m-h
ABOVE PERIOD - MONTHLY FULL TIME EQUIV. (FTEs)																												
TOTAL FTEs (DIRECT LABOR ONLY)	0.07	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.07	0.07	0.07	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	121 m-h	0%	m-h	121 m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	920 m-h	0%	m-h	920 m-h
TOTAL FTEs (INDIRECT LABOR ONLY)	0.20	0.20	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.20	0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	428 m-h	0%	m-h	428 m-h
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (ALL LABOR CLASSES)	0.77	0.76	0.81	0.81	0.81	0.81	0.81	0.81	0.82	0.77	0.77	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1469 m-h	0%	m-h	1469 m-h
TOTAL ACTUAL POSITIONS	5	4	4	4	4	4	4	4	5	5	5	2	0	0	0	0	0	0	0	0	0	0	0	0				50
TOTAL VEHICLES	1	1	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0				11

atek
ENGINEERING CONSULTANTS

August 27, 2024
Proposal No.: 240287

Mr. Brian Lizzet, PE, CCM | Sr. Resident Engineer
Consultant Engineering, Inc.
135 E. Chilton, Suite 101
Chandler, AZ 85225

SUBJECT: Proposal for Independent Assurance Testing
Chandler Heights Road Improvements Gilbert Road to Val Vista Drive
COC Project No.: ST1804-451
Federal Aid No.: CHN0244D
ADOT No.: T020301C
Chandler, Arizona

Dear Mr. Lizzet:

ATEK Engineering Consultants, LLC (ATEK) is pleased to present this proposal. This proposal was developed after review of Consultant Engineer, Inc., Project Number 24101.00, Materials Sample Checklist, dated August 22, 2024 and is a preliminary understanding of the required Independent Assurance Testing Services for the subject project.

ATEK is committed to providing a high level of service to its clients, commensurate with their wants and needs. If a portion of this proposal does not meet your needs, or if those needs have changed, ATEK will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. We look forward to the opportunity to provide professional services to this project.

PROJECT UNDERSTANDING

The proposed project consists of roadway improvements for Chandler Heights Road from Gilbert Road to Val Vista Drive in Chandler, Arizona

We have based our proposal on the following information:

- Review of Consultant Engineer, Inc., Project Number 24101.00, Materials Sample Checklist, dated August 22, 2024.
- No project schedule was reviewed for this proposal

Our scope of services for the referenced project includes the following:

Soil and Aggregate Testing

The testing services will include appropriate laboratory evaluation of soils and aggregates used on the project site.

Asphalt Concrete Services

ATEK will provide an Engineering Technician to sample asphalt paving for laboratory testing.

Project Management/Coordination Services

ATEK's Project Manager will conduct periodic site visits for consultation with onsite personnel and review ATEK's project documentation and laboratory testing results during construction. If requested, the Project Manager will prepare a summary presentation of the results of our laboratory tests.

ATEK will also provide the following administrative services:

- Dispatching and scheduling of field personnel;
- Word processing by administrative staff; and
- Reproduction and distribution of reports.

ESTIMATED PROJECT FEES

The above-mentioned services will be performed on an hourly and unit rate basis from portal to portal. The attached costs are estimates only and are based on time schedules, our experience with similar projects, and other information provided to us regarding this project. ATEK has no control over the project submittal process and schedule, project construction schedule and/or materials and methods which can affect the total cost of the services provided. The actual cost will depend on the amount of work requested, the contractor's schedule, delays due to weather, etc. This estimate is based on a normal 40-hour workweek. If this information or time schedule should change, please contact us immediately so we may adjust our fee accordingly.

A detailed cost estimate is included as an attachment at the end of this proposal.

SAFETY

The safety of our employees is of paramount concern to ATEK. You will be notified if project conditions represent a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of work and associated fees. If necessary, we will advise you of any additional costs required to mitigate these unanticipated conditions. Job site safety will be the sole responsibility of the contractor.

SCHEDULE

We request that our dispatch office be contacted at least 48 hours in advance of any necessary tests and observations. We will perform this work at the rates presented. If additional services are requested which were not presented, they will be charged at our current fee schedule rate.

ATEK personnel will not direct, lay out, or supervise the construction operations for the project, nor will we alter or change the project plans, specifications or reports. In addition, an onsite pre-construction meeting with all involved parties is also requested.

AUTHORIZATION

The work will be conducted in accordance with the attached General Conditions. Your signature on this proposal may indicate your acceptance of these Conditions and authorization for ATEK to proceed with the Scope of Work outlined herein. If this proposal is acceptable, we can begin work as soon as we receive an ORIGINAL signature in the "acceptance" field.

If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

LIMITATIONS

Construction testing and special inspection observation are techniques employed to reduce the risk of problems arising during construction. Provision of these services by ATEK is not insurance, nor does it constitute a warranty or guarantee of any type. Even with diligent construction testing and special inspection observation, some latent construction defects may be missed. In all cases, contractors shall retain responsibility for the quality of their work, for adhering to plans and specifications, and for repairing defects regardless of when they are found. In the absence of continuous observations by ATEK personnel during site earthwork, we are not able to express an opinion regarding the adequacy of site preparation or overall fill composition or compaction.

ATEK will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is provided as part of the services offered by this proposal. This proposal neither makes nor intends a warrantee or guarantee, express or implied, nor does it create a fiduciary responsibility to Client by Consultant.

TERMS AND CONDITIONS

All terms and conditions indicated in this proposal and in the attached General Conditions will be considered by both parties to be in effect from the effective date of the signed proposal through completion of the project. The proposal will remain in effect for 30 days from its date, and thereafter shall be null and void unless it has been signed for the work proposed.

We sincerely appreciate the opportunity to be of service and look forward to working with you on this project.

Sincerely,

ATEK Engineering Consultants, LLC.

Armando Ortega, PE
Principal

Enclosure: General Conditions 2024

Client agrees to the Scope of Work described in this Proposal and Cost Estimate and the General Conditions attached and incorporated herein.

By: _____
Consultant Engineering, Inc.

Title: _____

Date: _____

ATEK GENERAL CONDITIONS 2024 (PROFESSIONAL SERVICES)

This PROFESSIONAL SERVICES AGREEMENT is made by and between Consultant Engineering, Inc. hereinafter referred to as CLIENT, and ATEK Engineering Consultants, LLC, hereinafter called ATEK.

The PROFESSIONAL SERVICES AGREEMENT between the parties consists of these terms and conditions, the attached PROPOSAL identified as ATEK Proposal No. 240287, dated 8/27/2024, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this PROFESSIONAL SERVICES AGREEMENT must be mutually agreed to in writing.

SECTION 1 - SCOPE OF WORK

ATEK shall perform pursuant to the terms and conditions of this PROFESSIONAL SERVICES AGREEMENT the services as set forth in the accompanying PROPOSAL.

SECTION 2 - PERMITS & UTILITIES

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide ATEK access to the site for all equipment and personnel at no charge to ATEK.
2. While ATEK will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold ATEK harmless for any damages to structures or any damage required for right of entry, in the absence of willful and gross misconduct by ATEK.

SECTION 3 - SAMPLES

Samples collected during this study will be retained for approximately 30 days after the report is submitted and then disposed.

SECTION 4 - INVOICES

ATEK will submit an invoice to CLIENT each month. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date.

SECTION 5 - OWNERSHIP OF DOCUMENTS

1. All reports, field data, field notes, calculations, estimates and other documents prepared by ATEK, as instruments of service, shall remain the property of ATEK.
2. CLIENT agrees that all reports and other work furnished to CLIENT or his agents, which are not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever.
3. ATEK will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to CLIENT at reasonable times.

SECTION 6 - DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the CLIENT and ATEK agree that all disputes arising between them out of or relating to this Agreement or the Project shall be submitted to non-bonding mediation unless the parties mutually agree otherwise.

SECTION 7 - STANDARD OF CARE & NOTIFICATION

1. Services performed by ATEK under this PROFESSIONAL SERVICES AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty express or implied is made.
2. ATEK agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies.
3. ATEK will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8 - LIMITATION OF LIABILITY

1. CLIENT agrees to limit ATEK's liability to CLIENT and all third parties arising from ATEK's negligent acts, errors or omissions, such that the total aggregate liability of ATEK to all those named shall not exceed our fees for the project or $50,000, whichever is greater. Neither CLIENT nor any third parties assume any liability for damages to others, which may arise solely on account of ATEK's negligent acts, errors or omissions.
2. As part of the consideration ATEK requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against ATEK by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against ATEK or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.

SECTION 9 - INSURANCE

ATEK represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that ATEK has such coverage under public liability and property damage insurance policies which ATEK deems to be adequate. Certificates for all such policies of insurance will be provided to CLIENT, if requested. Within the limits and conditions of such insurance, ATEK agrees to indemnify and hold CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by ATEK, it agents, staff, and consultants employed by it. ATEK shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

SECTION 10 - TERMINATION

1. This CONSULTING SERVICES AGREEMENT may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the event of the parties' failure to agree upon an adjustment to this PROFESSIONAL SERVICES AGREEMENT in accordance with Section 6. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ATEK shall be paid for services performed to the termination notice date plus reasonable termination expenses.
2. In the event of termination or suspension for more than three (3) months prior to completion of all reports contemplated by this PROFESSIONAL SERVICES AGREEMENT, ATEK may complete such analyses and records as are necessary to complete ATEK's Project files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of ATEK in completing such analyses, records and reports.

SECTION 11 - ENTIRE AGREEMENT

1. This PROFESSIONAL SERVICES AGREEMENT along with the exhibits and/or proposals appended hereto constitute the entire PROFESSIONAL SERVICES AGREEMENT of the parties with respect to the subject matter hereof.
2. The Parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this PROFESSIONAL SERVICES AGREEMENT which will become effective on the date signed by the CLIENT in the "acceptance" field in the proposal.

atek ENGINEERING CONSULTANTS

ATEK Proposal No.: 240287

Fee Estimate for Chandler Heights Rd : Gilbert Rd to Val Vista Dr

Professional Services	Estimated Units		Unit Rate	Service Fee
Soil and Aggregate Testing Services				
Project Technician	40	hours @	$78.00 /hour	$3,120.00
Sieve Analysis	7	tests @	$104.00 /test	$728.00
Atterberg Limits (PI) (Dry)	2	tests @	$87.00 /test	$174.00
Atterberg Limits (PI) (Wet)	3	tests @	$132.00 /test	$396.00
Fractured Coarse Aggregate Particles	3	tests @	$125.00 /test	$375.00
Vehicle Mileage	210	miles @	$0.67 /mile	$140.70
			Subtotal	**$4,933.70**
Asphalt Services				
Project Technician	20	hours @	$78.00 /hour	$1,560.00
Max.Theoretical Specific Gravity (Rice)	2	tests @	$175.00 /test	$350.00
Gyratory Bulk Density (Specific Gravity)	0	tests @	$170.00 /test	$0.00
Ignition & Gradation of Bituminous	2	tests @	$190.00 /test	$380.00
Ignition Oven Calibration Facor	2	tests @	$565.00 /test	$1,130.00
Vehicle Mileage	160	miles @	$0.67 /mile	$107.20
			Subtotal	**$3,527.20**
			Estimate for Site Work Services	**$8,460.90**
Project Management & Coordination Services				
Project Management/Coordination Services				
Project Manager	10	hours @	$95.00 /hour	$950.00
Project Coordinator	8	hours @	$50.00 /hour	$400.00
Project Engineer	2	hours @	$110.00 /hour	$220.00
Vehicle Mileage	60	miles @	$0.67 /mile	$40.20
			Subtotal	**$1,610.20**
			Project Total Estimate	**$10,071.10**

111 SOUTH WEBER DRIVE, SUITE 1
CHANDLER, AZ 85226
WWW.ATEKEC.COM
P (480) 659-8065
F (480) 656-9658

TRISTAR
Engineering and Management, Inc.

September 10, 2024

Brian Lizzet, P.E., CCM
Consultant Engineering Inc.
135 E. Chilton Drive, Suite 101
Chandler, AZ 85225

Re: Chandler Heights Road (Gilbert Road to Val Vista Drive)
Project No.: ST1804-451; Federal Project No.: CHN-0(244)D; ADOT No.: T020301C
Construction Inspection Services Cost Proposal (revised)

Mr. Lizzet,

Thank you for comments related to our cost proposal. Below represents a 37% decrease to our original cost proposal, with the assumption that the contractor's schedule to perform original contract work is expected to conclude earlier than expected.

Tristar's Inspection Services scope for this project is limited to field electrical inspection during the installation of the new roadway lighting system, ITS conduit and component installation, minor signal other related dry utility work within the project limits including:

Task 1.1: Pre-Construction Assistance: Tristar's inspector will prepare for, assist and support CEI in preparation for the meeting and will attend the pre-construction meeting.

Task 4.1: Inspection Services: Assuming the signal and ITS work will be scheduled by the contractor in a reasonably sequential and continuous manner over a period of 4 months, Tristar's Electrical Inspector will daily document the contractor's work and progress on Chandler approved forms and provide an accurate accounting of the accepted work, for each item for payment and to support CEI in assembling the final Record Drawings.

Activity	Insp. Hrs ($120 /hr)	Total
Task 1.1: Pre-Construction Assistance	8	$960.00
Task 4.1: Inspection Services	704	$84,480.00
Total:		**$85,440.00**

Tristar's billing rate includes all direct and indirect expenses to perform field inspection on the project, which include providing Tristar's inspector with a company-owned vehicle; field computer and mobile internet access to maintain communication and provide support to CEI;

Corporate Office
10625 N. 25th Avenue
Suite 103
Phoenix, AZ 85029

Chandler Office
135 E. Chilton Drive
Suite 201
Chandler, AZ 85225

Tucson Office
3161 E. 47th Street
Tucson, AZ 85713

Mailing Address: PO Box 35278, Phoenix, AZ 85069-5278
Tel: (602) 288-5594 Fax: (602) 288-5592

common construction safety personal protective equipment; and non-specialty inspection tools to perform measurement of quantities at the project site. Excluded from this estimate are any rental or purchase of specialty electronic measuring devices or other unusual out-of-pocket expenses, which will be accounted for by CEI as the Prime Consultant.

Thank you again for including Tristar on your Team. I look forward to your favorable review and hopeful we can work together on this project. Should you have questions or need additional information, feel free to contact me at 602-568-4661.

Sincerely,



John Akin, PE
Principal

EXHIBIT “F”
FEDERAL REQUIREMENTS

FEDERAL REQUIREMENTS

AND

DOCUMENTS

FOR

PROFESSIONAL SERVICES

CONTRACT

With DBE Goal – DBE Race Conscious

This is a federal funded contract with Federal Highway Administration (FHWA) and must comply with all related federal requirements.

FEDERAL DOCUMENTS

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5.0 Verifications Statement

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1.0

REQUIREMENTS OF THE CONSULTANT

FOR SOQ SUBMITTAL

1.0
CONSULTANT REQUIREMENTS FOR SOQ SUBMITTAL

This contract is a federal funded contract with Federal Highway Administration (FHWA) and must comply with all related federal requirements.

1.1 REQUIRED LICENSURE AND REGISTRATION

SOQs will be accepted from any prime Consultant prequalified through the Arizona Department of Transportation (ADOT) Engineering Consultants Section (ECS) and properly registered with the Arizona Board of Technical Registration (BTR) at the time the SOQ is submitted to the City. This contract does require a Principal or Officer of the Firm responsible for this contract that is properly registered with the BTR at the time of SOQ submittal. It is the prime Consultant's responsibility to verify that all Subconsultants, in the SOQ submittal, have the proper Arizona licenses and registrations, and DBE certification if applicable, for the services to be performed under this contract.

1.2 PRE-QUALIFICATION

In order to submit an SOQ, the prime Consultant must have on file with ADOT ECS a current Prequalification Application/Statement. Subconsultants are not required by ADOT ECS or the City to be prequalified, but are encouraged to do so. ADOT ECS currently prequalifies firms on a bi-annual basis. Further information regarding the prequalification process can be found at the following ADOT ECS website:

https://www.azdot.gov/business/engineering-consultants/consultant-prequalification

Obtaining prequalification does not mean the firm is under contract or entitled to receive a contract. Obtaining prequalification means the firm has met minimum requirements to submit qualifications to be considered/evaluated for this project.

The City will review prequalification status with ADOT ECS at the time of SOQ due date. If the firm is not prequalified on the SOQ submittal date, the SOQ will be rejected.

1.3 AUDIT & ANALYSIS REQUIREMENTS

Within two (2) weeks after receiving notice of selection, the selected prime Consultant(s) and its Subconsultant(s) must submit financial documentation to ADOT Office of Audit & Analysis (A&A). If the selected prime Consultant(s) and its Subconsultant(s) have recently submitted their most current financial documents to ADOT A&A, contact ADOT A&A at (602) 712-7042 to inquire if you need to resubmit financial documents. Additionally, the selected prime Consultant(s) and its Subconsultant(s) are required to comply with ADOT Consultant Audit Guidelines.

https://azdot.gov/about/audit-and-analysis

Prime Consultants and its Subconsultants that propose on an overhead basis must have their Schedule of Indirect Costs and Financial Statements available for review by ADOT A&A **within six (6) months of the completion of the Consultant's preceding fiscal year-end (FYE)**. For example, a Consultant with December 31, 2013, FYE must have the required information available **no later than June 30, 2014. Noncompliance with this requirement will be considered failed negotiations unless waived in writing by the State.**

The items outlined above represent the information needed to begin the audit review process. Additional information and supporting documentation may be requested. Failure to comply with audit requirements within the established timeframes may be considered failed negotiations. Questions regarding ADOT's audit requirements or related information must be directed to ADOT A&A at (602) 712-7042.

The Consultant understands that a compliant accounting system is required in accordance with Generally Accepted Accounting Principles (GAAP), Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR)-Part 31, applicable Cost Accounting Standards (CAS), and ADOT Advance Agreement Guideline.

1.4 STATE OF ARIZONA LOCAL OFFICE REQUIREMENTS

All selected prime Consultant(s) must establish a local office in the State of Arizona prior to the contract Notice to Proceed (NTP) date if a local office does not already exist.

1.5 NOT ALLOWED IN SOQ SUBITTAL

Inclusion of cost, work-hour, and plan-sheet estimates are not allowed in the SOQ.

1.6 BIDDERS-PROPOSERS LIST EMAIL VERIFICATION

See the DBE Documents section for instructions. This email verification document must be submitted with SOQ and is not included in the limited page count submittal requirements.

After contract award, a firm may request a debriefing with the City's Project Manager.

2.0

SOQ PROPOSAL CERTIFICATION FORM

CHANDLER arizona

CITY OF CHANDLER
SOQ PROPOSAL CERTIFICATION FORM

CONSULTANT NAME: Consultant Engineering, Inc.

PROJECT NAME	Construction Management Services, Chandler Heights - Gilbert Road to Val Vista Drive				
CITY PROJECT NO	ST1804.451	FEDERAL NO	CHN-0(244)D	ADOT NO	T020301C

The statements below are to ensure Consultants are aware and in agreement with Federal, State, and City of Chandler Guidelines related to the award of this contract. Consultants shall submit the specific Certification form attached to the related SOQ advertised. Failure to sign and submit this Certification Form as specified in this SOQ with the SOQ proposal will result in the SOQ proposal being rejected.

Submission of the SOQ by the Consultant certifies that to the best of its knowledge:

1. The Consultant and its subconsultant have not engaged in collusion with respect to the contract under consideration.
2. The Consultant, its principals and subconsultants have not been suspended or debarred from doing business with any government entity.
3. The Consultant shall have the proper Arizona licenses(s) and registration(s) for services to be performed under this SOQ and contract. Furthermore, the Consultant and Key Team Members including Subconsultants are currently licensed to provide the required services as requested in the SOQ package.
4. The Consultant's signature on any SOQ proposal or contract constitutes an authorization to the City to ascertain the eligibility of the Consultant, its principals and subconsultants to enter into contract with the City and with any other governmental agency.
5. The Consultant's Project Team members are employed by the Consultant on the date of submittal.
6. All information and statements written in the proposal are true and accurate and that the City reserves the right to investigate, as deemed appropriate, to verify information contained in proposals.
7. All members of the Project Team who are former City employees did not have or provide information that gives the Consultant a competitive advantage, and either (1) concluded their employment with City at least 12 months before the date of the SOQ or (2) have not made any material decisions about this project while employed by the City of Chandler.
8. Work, equating at least 51% of the contract value, shall be completed by the Consultant unless otherwise specified in the SOQ or contract.
9. No federally appropriated funds have been paid or shall be paid by or on behalf of the Consultant for the purpose of lobbying.
10. The Consultant understands that it is required to have a compliant accounting system, in accordance with Generally Accepted Accounting Principles (GAAP), Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR)-Part 31, applicable Cost Accounting Standards (CAS), and ADOT Advance Agreement Guideline.

11. Due to the project having federal aid funds, the Consultant affirmatively ensures that in any subcontract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full and fair opportunity to submit proposals/bids in response to this invitation and shall not be discriminated again on the grounds of race, color, or national origin in consideration for an award, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation.
12. The Consultant shall utilize all Project Team members, subconsultants and DBE firms, if applicable, submitted in the SOQ and shall not add other Project Team members or subconsultants, unless the Consultant has received prior written approval from the City. Furthermore, Consultant understands that each Subconsultant must be approved through a City of Chandler approval process.
13. The Consultant shall either meet its DBE goal commitment and any other DBE commitments or make Good Faith Efforts to meet the DBE goal commitments as stated in its SOQ proposal or Cost Proposal and shall report on a timely basis its DBE utilization as detailed in the contract.
14. If selected, the Consultant is committed to satisfactorily carry out the Consultant's commitments as detailed in the contract and its SOQ proposal.

I hereby certify that I have read and agree to adhere to the fourteen (14) statements above and/or that the statements are true to the best of my knowledge as a condition of award of this contract. This form must be signed by a Principal of the Consultant.

Name (Print): Brian C. Lizzet, PE Title: Sr. Vice President

Name (Signature): Brian C Lizzet Date: 7/24/2024

3.0

LOBBY CERTIFICATION FORM

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[N/A] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[N/A] a. bid/offer/application b. initial award c. post-award	[N/A] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: N/A **Congressional District**, *if known*: 4c	N/A **Congressional District**, *if known*:
6. Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): N/A	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Brian C Lizzet Print Name: Brian C. Lizzet, PE Title: Sr. Vice President Telephone No.: 480.689.6472 Date: 7/24/2024
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

4.0

VERIFICATIONS STATEMENT

CHANDLER arizona

VERIFICATION STATEMENT
FOR
STATUS OF FEDERAL TAX LIENS
USE OF E-VERIFY FOR EMPLOYMENT HIRING
STATUS OF DEBARMENT
UTRACS REGISTRATION/STATUS

This form represents certifying compliance for items listed below:

a) This company has no outstanding unresolved federal tax liens, and,

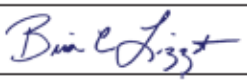
b) This company uses E-Verify for employment verifications, and

c) This company has not been suspended or debarred from working on a federal funded contract, does not have a proposed debarment pending, has not been indicted, convicted, or had a civil judgement rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specific by Code of Federal Regulations 49 CFR.

d) This company has a current UTracs Registration/Profile.
Website: https://utracs.azdot.gov

**It is recommended that all companies working on a federal funded contract be registered on the SAM website. (www.sam.gov)

If unable to certify to the statements above, company is ineligible to enter into an agreement for federal funded contracts with the City of Chandler.

Company Name:	Consultant Engineering, Inc.		
Company UTracs No:	10192	**Renewal/Expiration Date:**	06/15/2026
Name of Person Signing:	Brian C. Lizzet, PE		
Title of Person Signing:	Sr. Vice President		
Signature:			
Date	7/24/2024		

5.0

PROMPT PAY PROVISION

CONSTRUCTION AND PROFESSIONAL SERVICES/DESIGN CONTRACTS
PROMPT PAY AND PAYMENT REPORTING PROVISIONS

** FOR USE ON LPA FEDERAL AID PROJECTS **

(07/24/2023)

MEASUREMENTS AND PAYMENT:

(A) Partial Payments:

If satisfactory progress is being made, the contractor shall receive a payment based on the amount of work completed. Progress payments may be made by the LPA/Subrecipient Procurement Office to the contractor on the basis of an approved estimate of the work performed during a preceding period of time. The progress payments will be paid on or before 14 days after the estimate of the work is approved. The estimate of the work will be deemed received by the LPA/Subrecipient Procurement Office on submission to the person designated by the LPA/Subrecipient Procurement Office for the submission, review or approval of the estimate of the work. The LPA/Subrecipient Procurement Office by mutual agreement may make progress payments on contracts of less than 90 days and will make monthly progress payments on all other contracts. Payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract may include payment for material and equipment.

An estimate of the work submitted will be deemed approved and certified for payment after seven days from the date of submission unless before that time the LPA/Subrecipient Procurement Office or Designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the contract. The contractor shall work with the LPA/Subrecipient or the LPA/Subrecipient Designee to finalize monthly estimate. The progress payments will be paid on or before 14 days after the estimate of the work is certified and approved in accordance with Arizona Revised Statutes Section 34-221.

The contractor shall pay to the contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest.

No contract for construction services may materially alter the rights of any contractor, subcontractor, or material supplier to receive prompt and timely payment.

A subcontractor may notify the LPA/Subrecipient Procurement Office in writing requesting that the subcontractor be notified by the Subrecipient Procurement Office in writing within five days from payment of each progress payment made to the contractor.

(B) No Retainage on Progress Payments:

(1) This is a federally-funded project. Therefore, notwithstanding A.R.S. § 34-221, the LPA/Subrecipient Procurement Office will not withhold retainage from progress payments. Neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.

(2) This provision does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:

(a) Delayed work;
(b) Work that is not satisfactorily performed; or
(c) A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.

(C) Subcontractor Payments:

(1) No Retainage:

(a) This is a federally-funded project. Therefore, notwithstanding A.R.S. § 34-221, neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.

(b) Pursuant to Subsection (B)(2) of this Specification, the contract does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:

(i) Delayed work;
(ii) Work that is not satisfactorily performed; or
(iii) A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.

(c) When the LPA/Subrecipient Procurement Office withholds retainage or reduces payments under Subsection (B)(2) of this Specification, the contractor may withhold retainage on progress payments to subcontractors or suppliers of any tier. However, the contractor may only withhold a reasonable amount of retainage.

(d) For the purpose of this section, a “reasonable amount” of retainage is based on the subcontractor’s involvement or the supplier’s involvement in the cause for the LPA/Subrecipient Procurement Office’s reduction of payment. The final amount retained from all subcontractors and suppliers shall not be higher than the amount retained by the LPA/Subrecipient. However, tier subcontracts shall include provisions that comply with this section.

(2) No Set-offs Arising from Other Contracts:

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

(3) Partial Payment:

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the LPA/Subrecipient Procurement Office. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(4) Final Payment:

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(5) Payment Reporting:

For the purposes of this subsection “Reportable Contracts” means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the LPA DBE System which can be accessed at AZ UTRACS on the Arizona Transportation Business Portal at www.azutracs.com. No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter the subcontractor information in the LPA DBE System. Reportable contracts information shall be entered into the system no later than five calendar days after approval by the LPA/Subrecipient Procurement Office.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the last day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the LPA DBE System.

In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract within 15 days of receipt of electronic payment notification and the contractor shall actively monitor the system to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the system between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract payment activity is in the LPA DBE System. This includes all lower-tier Reportable Contracts.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the system.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each month that the contractor fails to submit timely and complete payment information the LPA/Subrecipient Procurement Office will retain $5,000 as sanctions from the monies due to the contractor. After 90 consecutive days of non-reporting, the sanctions will increase to $10,000 for each subsequent month which the contractor fails to report until the information is provided. These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(6) Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the LPA/Subrecipient Procurement Office.

(7) Disputes*:*

If there is a discrepancy between what is reported by the contractor in the LPA DBE System and what the subcontractor indicates, an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the LPA DBE System. It is the contractor’s responsibility to ensure that the email address in the system is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the LPA DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The LPA/Subrecipient will determine whether the contractor has acted in good faith concerning any such explanations. The LPA/Subrecipient and ADOT BECO reserves the right to request and receive documents from the contractor and all subcontractors of any

tier, in order to determine whether prompt payment requirements are met.

The contractor shall implement and use the dispute resolution process outlined in the subcontract or by following the LPA/Subcrecipient escalation process, to resolve payment disputes.

(8) Non-compliance:

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the LPA/Subrecipient Procurement Office deems appropriate, which may include but are not limited to:

(a) Sanctions**:** These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the LPASubrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.
(iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as sanctions.

(b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the sanctions described in paragraph (a) above,
(ii) Terminate the contract for default,
(iii) Disqualify the contractor from future bidding, temporarily or
(iv) permanently, depending on the number and severity of violations, if applicable.

In determining whether sanctions will be assessed, the extent of the sanctions, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient, escalate the decision according to the contract's escalation process.

6.0

TITLE VI

TITLE VI ASSURANCE

TITLE VI APPENDIX A

TITLE VI APPENDIX E

City of Chandler
Title VI / Non-Discrimination Assurances
DOT Order No 1950.2A

The **City of Chandler** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *Federal Highway Administration and Arizona Department of Transportation*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its *Federal Aid Highway Program.*

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal Aid Highway Program* and, in adapted form, in all proposals for negotiated agreements regardless of finding source:

> *"The **City of Chandler,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to a construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transference for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *The **City of Chandler*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing *Federal Highway Administration or Arizona Department of Transportation* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration or Arizona Department of Transportation.* You must keep records, reports, and submit the material for review upon request to *Federal Highway Administration, Arizona Department of Transportation,* or its designee in timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **City of Chandler** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal Highway Administration and Arizona Department of Transportation.* This ASSURANCE is binding on Arizona, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal Aid Highway Program* the person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Chandler
(Name of Recipient)

By _____ **DATED** 6/11/2024

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.0

RECORDS RETENTION

RECORDS RETENTION

Contractor and Subcontractor Project Records

(Reference to A.R.S.35-214)

The contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, including electronic data, and all other material relating to the contract and project for five (5) years following completion and acceptance of the work.

All of the above material shall be made available for auditing, inspection, and copying and shall be produced upon request to the Agency.

The City of Chandler – Capital Projects
215 E Buffalo Street, Mail Stop 407
Chandler, Arizona 85225.

The contractor shall insert the above requirement in each subcontract purchase order and lease agreement and shall also include in all subcontracts, a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, or lease agreement.

8.0

FEDERAL IMMIGRATION

AND

NATIONALITY ACT

Federal Immigration and Nationality Act

(Reference to Arizona Executive Order 2005-30)

The contractor, including all subcontractors, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The Agency (City of Chandler) shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

By submission of a bid, the contractor warrants that the contractor and all prosed subcontractors are and shall remain in compliance with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract. The Agency may, at its sole discretion, require evidence of compliance from the contractor or subcontractor. Should the Agency request evidence of compliance, the contractor or subcontractor shall have ten (10) working days from receipt of the request to supply adequate information. The Department and Agency (City of Chandler) will accept, as evidence of compliance, a showing by the contractor or subcontractor, that it has followed the employment verification provisions of the Federal Immigration and Nationality Act as set forth in Sections 274A and 274B of that Act, including implementation of regulations and agreements between the Department of Homeland Security and the Social Security Administration's verification service. The contractor shall include the requirements of this provision in all subcontracts for this project.

Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. The Agency will recue the contractor's compensation by $10,000 for the initial instance of non-compliance by the contractor or a subcontractor. Should the same contractor or subcontractor commit subsequent violations within a two (2) year time period from the initial violation, the contractor's compensation will be reduced by $50,000 for each violation. The third instance by the same contractor or subcontractor within a two (2) year period may result, in addition to the $50,000 reduction in compensation, in removal of the offending contractor of subcontractor, suspension of work in whole or in part or, in the case of a third violation by the contractor, termination of the contract for default in addition, the Department may debar a contractor or subcontractor who has committed three (3) violations within a two (2) year period for up to one (1) year. For purposes of this paragraph, a violation by a subcontractor does not count as a violation by the contractor.

Any delay resulting from a sanction under this subsection is a non-excusable delay. The contractor is not entitled to any compensation or extension of time for any delays or additional costs resulting from a sanction under this subsection.

9.0

BUY AMERICA REQUIREMENTS

On May 14, 2022 - Build America, Buy America: This new law governs domestic preferences for iron and steel, manufactured products and construction materials for infrastructure projects that use federal dollars for funding.

BUY AMERICA / BUILD AMERICA BUY AMERICA / MATERIAL CERTIFICATION REQUIREMENTS
For City of Chandler Federal Funded Projects Per FHWA

The City of Chandler will follow Buy America requirements and the Build America Buy America requirements.

A. REGULATIONS

1. FHWA - BUY AMERICA AND THE NEW BUILD AMERICA, BUY AMERICA REGULATION EFFECTIVE NOVEMBER 1, 2022.

https://www.transportation.gov/sites/dot.gov/files/docs/buy_america_provisions_side_by_side.pdf)
Federal Highway Administration (FHWA) - 23 U.S.C. § 313 – Buy America; 23 C.F.R. § 635.410

The Secretary of Transportation shall not obligate any funds unless steel, iron, and manufactured products used In such project are produced in the United States.

2. MAG SPECIFICATION SECTION 106.2.1

3. ADOT SPECIFICATION 106, 106.05 AND 106.15

B. PROCEDURE FOR MATERIAL CERTIFICATION REQUIREMENTS – CITY OF CHANDLER

1. All material for a federal funded project must have a material certification.
2. All material delivered to jobsite must be accompanied by a material certification.
3. Material Certifications must be submitted to the City of Chandler representative for review and approval and is not deemed accepted until City of Chandler representative approval.
4. Buy America Material – All Iron and Steel products. (See Item A above)
5. Buy America Material Installation: All Buy America Iron and Steel Products **MUST NOT be installed without Material Certification received and approval from City of Chandler.**
6. All non-Buy America Material Installation: All non-Buy America material, if installed without material certification receipt and approval is at the Prime Contractor's risk and WILL NOT BE PAID until approval of material certification for that material.

C. MATERIAL CERTIFICATIONS – Every Material Certification must have the following– Items 1-11

1. Project Name
2. City Project Number
3. Federal Project Number
4. ADOT Number (previously known as Tracs Number) (if FHWA funded project)
5. Supplier Information: Name, Address, Telephone Number
6. Description of the material supplied
7. Quantity of material represented by the certificate
8. Means of material identification, such as label, lot number, or marking
9. A Statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
10. Authorization Signature Statement: A statement that the individual signing has the legal authority to bind the manufacturer or the supplier of the material.
11. The name, title, signature, and date of signature of the signing-responsible individual.
12. Statement that that Federal Requirements for Buy America / BABA have been followed.

ADOT SPECIFICATION – BUILD AMERICA BUY AMERICA (106CMATLS, 10-20-22)

SECTION 106 CONTROL OF MATERIALS: of the Standard Specification is modified to add:

106.17 Construction Materials

A construction material, when used on a federal-aid construction project shall comply with the requirements of Build America Buy America (BABA) Act specific in Title IX, Subtitle A, Part 1, Sections 70901 and 70911-70918 of the Infrastructure Investment and Job Act (ILJA).

A 'construction material' that is permanently incorporated on the project shall include an article, material, or supply that is or consists primarily of the following:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

Items manufactured through a combination of either two or more materials listed above, or at least one of the materials list above and a material not listed shall be considered as a manufactured product, rather than as a construction material.

Build America Buy America provisions specified for manufactured products in Section 70912(6)(B) of the ILJA, do not apply to federal-aid construction projects per FHQWA's existing statutory requirement applicable to manufactured products. A "manufactured product' is considered to be an item that undergoes one or more manufacturing processes before the item can be used on a federal-aid construction project.

Construction materials shall not include cement and cementitious materials; bituminous materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

All construction materials shall be produced in the United States. This means, all manufacturing processes to produce the construction materials shall occur in the United States. All manufacturing processes for construction materials shall mean the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

The contractor shall furnish the Engineer with Certificate of Compliance, conforming to the requirements of Subsection 106.05 of the ADOT specifications, which shall state that the construction materials incorporated in the project meet the requirements specified herein.

Certificates of Compliance shall also certify that all manufacturing processes to produce construction materials occurred in the United States.

Convict-produced materials are prohibited in accordance with the requirements of 23 CFR 635.417.

Bipartisan Infrastructure Law – Build America, Buy America Act

Questions and Answers

Updated 2/1/2023

Except for any statutes and regulations cited, the contents of this document do not have the force and effect of law and are not meant to bind States or the public in any way. This document is intended only to provide clarity regarding existing requirements under the law or agency policies.

1. What does the Build America, Buy America Act (BABA or the Act) require?

The BABA, part of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (Nov. 15, 2021), establishes several procedural and substantive requirements with respect to Buy America.

The procedural requirements under BABA, generally focused on Buy America implementation, include requirements for agencies to review existing Buy America preference requirements, submit reports to the Office of Management and Budget (OMB) and to Congress, review waivers of general applicability, and coordinate with the Made in America Office (MIAO) within OMB in the processing of waivers. See BABA Sections 70913(a) and (b); 70914(d); and 70923(b).

The substantive requirements under BABA include a Buy America preference that all Federal agencies must apply to any Federal financial assistance program for infrastructure that is not already subject to existing Buy America requirements for the relevant categories. See BABA Sections 70914(a) and 70917(a).

2. Do FHWA's existing requirements for steel/iron items and manufactured products continue to apply?

Yes. BABA Section 70917(a) provides that the Buy America requirements under Section 70914 apply only to the extent that Federal agencies do not already apply a Buy America preference as described in Section 70914 to steel, iron, manufactured products, and construction materials. This provision clarifies that Section 70914 of the Act does not supplant FHWA's existing Buy America policies and provisions that meet or exceed the standards required by the Act, such as its requirements for iron and steel under 23 U.S.C. 313. BABA Section 70914(d) also provides a process for reviewing existing waivers of general applicability, such as FHWA's general waiver for manufactured products.

3. Does BABA require the application of Buy America to any new categories of products for Federal-aid highway projects?

Yes. BABA Section 70914(a) requires FHWA to extend coverage of Buy America to "construction materials." Since 23 U.S.C. 313 does not specifically apply to construction materials, the BABA requirements for construction materials apply to Federal-aid highway projects.

Contact

- **Edwin Okonkwo**
  Office of Preconstruction, Construction and Pavements
  202-366-1558
  E-mail Edwin

4. What guidance is available concerning the application of Buy America to construction materials?

On April 18, 2022, OMB issued Memorandum M-22-11 titled "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure." The Memorandum provides initial guidance on the implementation of BABA, including preliminary guidance addressing the requirement at BABA Section 70915(b) for OMB to define the term "all manufacturing processes" for construction materials. This Memorandum can be found at: https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf.

5. When did the BABA requirement for construction materials become effective on Federal-aid highway projects?

BABA Section 70914(a) provided that the new domestic preference requirements (including the requirement for construction materials) would become effective on May 14, 2022, which is 180 days after the date of enactment of the Act. However, DOT also issued a temporary transitional waiver of the BABA construction materials requirement to allow a reasonable adjustment period for recipients of DOT financial assistance — including States, local communities, Tribal nations, and industrial vendors — to develop and transition to new compliance and certification processes for construction materials. See https://www.transportation.gov/regulations/temporary-waiver-buy-america-requirements-construction-materials. The Temporary Construction Materials Waiver is applicable to awards that were obligated on or after May 14, 2022, and before November 10, 2022.

6. What is a construction material?

According to preliminary guidance in OMB Memorandum M-22-11, "construction materials" includes an article, material, or supply — other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives — that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

7. What are the Buy America standards that apply to the manufacturing process for construction materials?

According to OMB Memorandum M-22-11, pending issuance of final standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

OMB Memorandum M-22-11 is preliminary guidance. OMB has sought additional stakeholder input and will be issuing further guidance identifying which products should be considered construction materials and the manufacturing processes that should be considered as part of "all manufacturing processes" for those products. FHWA plans to issue updated guidance once OMB has finalized its guidance.

10.0

DBE EPRISE

FOR CONTRACTS WITH DBE GOAL

(RACE CONSCIOUS)

PROFESSIONAL SERVICES
DBE PROVISIONS

(PROJECT SPECIFIC - CONTRACTS)
FOR USE ON LPA/SUBRECIPIENT FEDEAL AID PROJECTS WITH DBE GOALS

DBE GOAL FOR ST1804-451: 1.99% **(LPA PS EPRISE, 6/23/2016)**

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined in Subsection 3.0, in USDOT-assisted contracts. The Department encourages consultants to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

Local Public Agencies (LPA) and or Subrecipients of Federal financial assistance will administer and manage the contracts from advertising, consultant selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the the LPA/Subrecipient with the Department's concurrence deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages;
4. Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The consultant, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Committed DBE: A DBE that was identified by the consultant, typically on a DBE Affidavit, to meet an assigned DBE goal as a condition of contract award and performance, and includes any substitute DBE that has subsequently been committed work to meet the assigned contract goal.

(C) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(D) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(E) Non-DBE: any firm that is not a DBE.

(F) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(G) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(H) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(I) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia

(Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation
Business Engagement and Compliance Office
1801 W. Jefferson St, Suite 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: ContractorCompliance@azdot.gov
Website : www.azdot.gov/bec

4.01 Mentor-Protège Program

The Department has established a Mentor-Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime consultants to provide certain types of assistance to certified DBE subconsultants. ADOT encourages consultants and certified DBE subconsultants to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities and is not intended to diminish nor circumvent existing DBE rules or regulations.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The consultant shall meet the goal specified herein with DBEs, or establish that it was unable to meet the goal despite making good faith efforts to do so. Prime consultants are encouraged to obtain DBE participation above and beyond any goals that may be set for this project.

The DBE provisions are applicable to all consultants including DBE consultants.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for DBE certification as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that DBE firms selected by the consultant are able to perform the work.

6.02 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT and the LPA/Subrecipient strongly encourages consultants to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The consultant may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward the DBE contract goal.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The consultant bears all risks of ensuring that SBC firms selected by the consultant are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime consultants to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward the DBE contract goal.

The Department and the LPA/Subrecipient encourages prime consultants to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. In circumstances where the LPA/Subrecipient Procurement Office is closed for all or part of the last day, the period extends to the next day on which the LPA / Subrecipient Procurement Office is open.

10.0 Consultant and Subconsultant Requirements:

10.01 General:

The consultant shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers are prohibited.

10.02 DBE Liaison:

The consultant shall designate a DBE Liaison responsible for the administration of the consultant's DBE program. The name of the designated DBE Liaison shall be included on the DBE Intended Participation Affidavit Summary.

11.0 DBE Goal:

The minimum goal for participation by DBEs on this project is as follows:

1.99 % Percent

The percentage of DBE participation shall be based on the total dollar value of the contract.

Proposers are strongly encouraged to secure and include sufficient DBE firms on their team for multiple disciplines and work categories to ensure they can meet the DBE goal on the contract and for any Contract Modifications that are executed post-award. The DBE goal requirements

extend to additional dollars added by Contract Modification to help ensure that the overall DBE goal is met on the contract. Indicating there is no DBE firm on a prime proposer's team to meet the DBE goal on Contract Modifications does not meet the criteria for Good Faith Efforts in 49 CFR 26.53, and will not be accepted by the Department as Good Faith Efforts when Contract Modifications are issued. Since proposers have been notified of the DBE goal prior to the submittal of their Statement of Qualifications (SOQ) they are required to do their due diligence to secure enough DBE participation to meet the goal or make good faith efforts on the contract and each subsequent Contract Modification. Firms will be required to locate DBEs to meet the goal on each Contract Modification even if these DBEs were not originally included as part of their team, if the LPA/Subrecipient , with BECO concurrence, determines there are qualified DBEs available to complete portions of the work of the Contract Modification.

12.0 Submission with SOQ Proposals:

12.01 DBE Assurance/Goal Declaration

In order to be awarded this contract, in addition to all other pre-award requirements, all proposers are required to certify on the DBE Assurance Project Specific form provided by the LPA/Subrecipient that:

> The proposer will meet the established DBE goal or will make good faith efforts to meet the goal and that arrangements with certified DBEs have been made prior to the SOQ and/or cost proposal submission.

Failure to affirmatively make this declaration/certification in the manner outlined in the Request for Qualifications (RFQ) furnished by the LPA/Subrecipient will cause a Proposer's SOQ to be considered non-responsive.

12.02 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all consultants and subconsultants who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime consultants and all subconsultants, including DBEs listed in the SOQ must be registered in AZ UTRACS. Proposers may verify that their firm and each subconsultant is registered using the AZ UTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting the LPA/Subrecipient.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subconsultants, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Cost Proposal submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Cost Proposal.

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL WITH THE COST PROPOSAL BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED AND AS OUTLINED IN THE RFQ SHALL BE CAUSE FOR THE PROPOSER'S COST PROPOSAL TO BE REJECTED.

13. 0 DBE Cost Proposal Submissions:

13.01 DBE Intended Participation Affidavits:

If the proposer indicates in the Cost Proposal submittal that it has met or exceeded the DBE goal, a DBE Intended Participation Affidavit form for each DBE firm, and the DBE Intended Participation Affidavit Summary form shall be submitted to the LPA/Subrecipient Procurement Office with each Cost Proposal as follows:

(1) The DBE Intended Participation Affidavit Form must be submitted for each individual DBE firm at all tiers, including direct expense vendors, that is being proposed to be used to meet the DBE goal on the project. A copy of this form is available from the LPA/Subrecipient.

(2) The DBE Intended Participation Affidavit Summary Form must be completed by the consultant summarizing information about all DBEs being proposed to meet the DBE goal that are listed on each DBE Intended Participation Affidavit Form. The DBE Intended Participation Affidavit Summary Form, along with the DBE Intended Participation Affidavit form for each individual DBE firm, must be submitted together with the Cost Proposal to the LPA/Subrecipient Procurement Office All forms must be accurate and complete in every detail and must be signed by an officer of the consultant(s). Percentages and dollar amounts must be accurate. Percentages shall be listed to two decimal places. The DBE Intended Participation Affidavit Summary must be submitted listing all the DBEs intended to be used and the creditable amounts. Copies of these forms are available from the LPA/Subrecipient.

(3) The DBE Intended Participation Affidavits Forms and the DBE Intended Participation Affidavit Summary Form must be submitted with the original cost proposal documents. The same documents must be submitted as part of the contract modification documentation submittals reflecting any change in the contract amount associated with the contract modification.

(4) A proposer must determine DBE credit for the contract in accordance with DBE Special Provision Subsection 17.0 Crediting DBE Participation Toward Meeting Goals. The affidavits will be reviewed by the LPA/Subrecipient.

(5) Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP) at the time of the Cost Proposal submittal will be considered for DBE credit. It shall be the proposer's responsibility to ascertain the certification status of designated DBEs.

(6) All DBE commitment amounts must be finalized between the DBE subconsultant and the proposer prior to affidavit submittal. Proposers shall not inflate DBE awards in order to meet contract goals. Reduction of DBE commitments after affidavit submittal and prior to execution of the contract without good cause may be grounds for the proposer to be considered nonresponsive. Scheduling conflicts are not necessarily evidence of good cause as this should have been considered prior to affidavit submittal. Proposers are required to use DBEs identified in both the SOQ and Cost Proposal to meet the contract goal, so the consultant is responsible for ensuring the DBEs listed in the SOQ and submitted with the Cost Proposal are available to meet those requirements at the time of contract execution.

(7) Cost proposals without affidavits shall be considered incomplete and contract negotiations shall not be finalized nor will the contract be executed until affidavits are submitted and approved.

14.0 Documented Good Faith Effort:

14.01 General:

If the selected proposer has indicated in its cost proposal submittal that it will be unable to meet the DBE goal, that proposer must demonstrate, through detailed and comprehensive documentation, that good faith efforts have been made to solicit, assist, and use DBE firms to meet the DBE goal prior to submission of the SOQ and cost proposal.

Failure to demonstrate good faith efforts to the satisfaction of LPA/Subrecipient with concurrence of BECO will result in denying the award and moving to the next second highest ranked proposer.

The selected proposer who cannot meet the DBE goal at the time the cost proposal is due must submit its documentation of good faith efforts to the LPA/Subrecipient with the cost proposal. Contract negotiations will not be finalized nor will the contract be executed until the required Good Faith Effort forms and required documentation are received and approved.

The documentation of good faith efforts must include copies of each DBE and non-DBE subconsultant quotes submitted to the proposer when a non-DBE subconsultant was selected over a DBE for work on the contract. A generalized assertion that the consultant received multiple quotes is not sufficient unless copies of those quotes are provided.

Proposers are encouraged to review Appendix A of 49 CFR Part 26.

Useful information related to encouraging DBE participation and documented good faith efforts can be found in the "Good Faith Effort Guide" and other documents made available on the BECO website. The information provided in the "Good Faith Effort Guide" does not replace this specification; proposers must comply with the requirements of this specification.

In order to be awarded a contract on the basis of good faith efforts, a proposer must show that it took all necessary and reasonable steps to achieve the DBE goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The quality, quantity, and intensity of the different kinds of efforts the proposer has made will be evaluated. The efforts employed by the proposer should be those that one could reasonably expect a proposer to make if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Mere pro forma efforts are not sufficient good faith efforts to meet the DBE contract requirements.

The proposer shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subconsultants for a given project. If the proposer cannot meet the goals using DBEs from this geographic area, the proposer, as part of its effort to meet the goals, shall expand its search to a reasonably wider geographic area.

The following is a list of types of efforts a proposer must address when submitting good faith effort documentation.

(1) Contacting the LPA/Subrecipient and BECO prior to the submission of proposals, either by e-mail, or by telephone, to inform of the firm's difficulty in meeting the DBE goals on a given project, and requesting assistance. The proposer must document its contact with the LPA/Subrecipient and BECO, and indicate the type of contact, the date and time of the contact, the name of the person(s) contacted, and any details related to the communication. The contact must be made in sufficient time before proposal submission to allow the LPA/Subrecipient and BECO to provide effective assistance. The proposer will not be considered to have made good faith efforts if the proposer failed to contact the LPA/Subrecipient and BECO.

(2) Conducting market research to identify small business consultants and suppliers, and soliciting, through all reasonable and available means, the interest of all certified DBEs who have the capability to perform the work of the contract. This may include attendance at pre-proposal meetings and business matchmaking meetings and events, advertising and/or providing written notices, posting of "Notices of Sources Sought" and/or "Requests for Proposals" at reasonable locations, including the consultant's website, written notices or emails to all DBEs listed in the Department's directory of transportation firms that specialize in areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The proposer should solicit this interest as early in the acquisition process as practicable to

allow DBEs to respond to the solicitation and submit a timely offer for the subcontract. The proposer should determine with certainty if DBEs are interested by taking appropriate steps to follow-up initial solicitations.

(3) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example smaller tasks or quantities) to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

(4) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for a subcontract.

(5) Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to the DBE subconsultants and suppliers, and to select those portions of work or material needs consistent with the available DBE subconsultants and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided from the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform work.

Pro forma mailings to DBEs requesting proposals are not alone sufficient to constitute good faith negotiation.

A proposer using good business judgment would consider a number of factors in negotiating with subconsultants, including DBE subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime consultant to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. However, prime consultants are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Documentation, such as copies of all other proposals or quotes, must be submitted.

Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. The consultant must submit copies of each DBE and non-DBE subconsultant quote submitted to the proposer when a non-DBE subconsultant was selected over a DBE for work on the contract. The Department may contact rejected DBEs as part of its investigation. However, nothing in this paragraph shall be construed to require the proposer or prime consultant to accept unreasonable quotes in order to satisfy contract goals.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The consultant's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the consultant's efforts to meet the project goal. Consultant must submit documentation of past performance and with input from the PM, consultant's qualifications are then reviewed for acceptance and approval.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or consultant.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women consultants' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a proposer has made good faith efforts, the LPA/Subrecipient will review the documented efforts of the consultant and will review the performance of other proposers in meeting the contract goal.

A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

The LPA/Subrecipient will evaluate the submittal and make a determination, with BECO concurrence, whether in fact good faith efforts have been demonstrated consistent with the specifications and the Federal regulations, 49 CFR 26, Appendix A.

14.02 Protest for Denied Good Faith Efforts:

If the LPA/Subrecipient, with BECO concurrence, determines that the proposer failed to make adequate good faith efforts, the proposer may protest the determination by submitting an appeal in writing to the ADOT State Engineer. The decision of the ADOT State Engineer is administratively final.

The proposer whose proposal was rejected for failure to meet the goal or make GFE will be given the opportunity to meet in person with the State Engineer, at the proposer's written request included in the protest, to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The State Engineer shall promptly consider any appeals and notify the LPA/Subrecipient and all proposers in writing on its findings and decision.

In accordance with 49 CFR 26.53(d)(5), the result of the protest decision is not subject to administrative appeal to the USDOT.

15.0 Rejection of Proposal:

If, for any reason, the proposer's GFE is rejected or contract negotiations fail, the LPA/Subrecipient will proceed with negotiating with the second highest ranked firm. The LPA/Subrecipient, will notify the second highest ranked firm, and this firm shall submit its subsequent detailed submission as set forth in the DBE Subsections 13 or 14.

16.0 Payment Reporting:

The consultant shall report on a monthly basis indicating the amounts paid to all subconsultants, of all tiers, working on the project. Reporting shall be in accordance with Prompt Pay and Payment Reporting requirements.

17.0 Crediting DBE Participation Toward Meeting Goals:

17.01 General Requirements:

To count toward meeting the goal, the DBE firms must be certified at the time of Cost Proposal submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit towards the consultant's DBE goal is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate will not be credited toward DBE participation.

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work and, if DBE credit is requested, that the DBE subconsultant is certified for the requested type of work.

If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the consultant bears the responsibility to notify the LPA/Subrecipient, immediately after the consultant becomes aware of the situation, and request approval to replace the DBE with another DBE. The consultant shall follow the DBE termination/substitution requirements described in Subsection 22.0 of these DBE provisions.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The consultant bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime consultant, subconsultant, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The consultant may credit second-tier subcontracts issued to DBEs by non-DBE subconsultants. Any second-tier subcontract to a DBE used to meet the goal must meet the requirements of a first-tier DBE subcontract.

A prime consultant may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime consultant or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE goal only if the DBE's subconsultant is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE goal.

A prime consultant may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

17.02 DBE Prime Consultant:

When a certified DBE firm proposes on a contract that contains a DBE goal, the DBE firm is responsible for meeting the DBE goal on the contract or making good faith efforts to meet the goal, just like any other proposer. In most cases, a DBE proposer on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE proposer or any other DBE subconsultants and DBE suppliers will count toward the DBE goal. The DBE proposer shall list itself along with any DBE subconsultants and suppliers, on the DBE Intended Participation Affidavit Individual and Summary in order to receive credit toward the DBE goal.

17.03 Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to meet a contract goal on a new contract, but may be

considered to meet the contract goal under a subcontract that was executed before the DBE suspension or decertification is effective.

When the consultant makes a commitment to use an ineligible DBE firm or the LPA/Subrecipient, made a commitment to use an ineligible DBE prime consultant, but a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward the contract goal. The consultant must meet the contract goal with an eligible DBE firm or demonstrate good faith effort. When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the consultant may continue to use the firm on the contract and may continue to receive credit toward the DBE goal for the firm's work.

17.04 Notifying the Consultant of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subconsultant or supplier that is either decertified or certified during the term of the contract to immediately notify the consultant and all parties to the DBE contract in writing, with the date of decertification or certification. The consultant shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

17.05 Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

17.06 Commercially Useful Function:

A prime consultant can credit expenditures to a DBE subconsultant toward DBE goals only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such

an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, LPA/Subrecipient will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The LPA/Subrecipient will notify the consultant, in writing, if it determines that the consultant's DBE subconsultant is not performing a CUF. The consultant will be notified within seven calendar days of the LPA/Subrecipient's decision.

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by ADOT BECO no later than seven calendar days after the LPA/Subrecipient's decision. LPA/Subrecipient's decision remains in place unless and until the ADOT BECO reverses or modifies LPA/Subrecipient's decision. ADOT BECO will promptly consider any appeals under this subsection and notify the consultant of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The LPA/Subrecipient may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The consultant shall cooperate during the site visits and the LPA/Subrecipient staff will make every effort not to disrupt work on the project.

18.0 Effect of Contract Changes:

The consultant acknowledges that uncertainties can occur during the performance of the work and if for any reason it becomes apparent that the DBE goal will not be met then the consultant shall: (1) immediately notify the LPA/Subrecipient of the potential or actual decrease in DBE compensation, and (2) make good faith efforts to obtain DBE participation to meet or exceed the project DBE goal. Good faith efforts required under the provisions of this section may vary, depending on the time available, the nature of the change, and other factors as determined by LPA/Subrecipient.

LPA/Subrecipient will approve or deny the consultant's good faith efforts with BECO concurrence.

The consultant is not required to take work committed to another subconsultant and assign it to a DBE subconsultant in order to meet the committed DBE percentage.

If the resulting change increases the scope or quantity of work being done by a DBE subconsultant, the DBE shall be given the opportunity to complete the additional work and receive additional compensation beyond their original subcontract amount.

19.0 DBE Participation Above the Goal (Race-Neutral Participation):

Additional DBE participation above the DBE participation required to meet the contract DBE goal is an important aspect of the Department's DBE program. The consultant is strongly encouraged to use additional DBEs above the DBE goal requirement in the contract to assist the Department in meeting its overall DBE goal and help the Department to meet the maximum feasible portion of its DBE goals through race neutral participation as outlined in 49 CFR Part 26.

There are fewer administrative requirements on the part of the consultant when using race neutral DBEs (DBEs not listed on the DBE Intended Participation Affidavit Summary). For example, if a DBE is not listed on the DBE Intended Participation Affidavit Summary, the DBE does not have to submit an Affidavit, and the subcontract approval process follows the same process of any other subcontract. The consultant does not have to replace the DBE with another DBE subconsultant if the DBE fails to perform. Therefore these DBEs are treated as any other subconsultant on the project.

20.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subconsultant Compliance Assurances available from the LPA/Subrecipient and all of the Uniform Terms and Conditions set forth in other sections of this contract.

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deem appropriate as outlined in DBE Subsection 2.0.

The LPA/Subrecipient reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The consultant shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

21.0 Contract Performance:

Contract items of work designated by the consultant to be awarded to DBEs shall be performed by the designated DBE or a LPA/Subrecipient, with BECO concurrence, approved DBE substitute. The Consultant or a non-DBE Subconsultant shall not perform DBE contract work items without prior approval by LPA/Subrecipient, with BECO concurrence. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

The consultant is required to use DBEs identified in the SOQ to meet the contract goal, so the prime consultant is responsible for ensuring that the DBEs are available to meet scheduling, work and other requirements on the contract.

The LPA/Subrecipient will visit the consultant's office to conduct reviews to ensure compliance with CUF and other DBE requirements. The reviews may include, among other activities, interview of DBEs and their employees and the consultant and its employees. The consultant shall cooperate in the review and make its employees available. The consultant shall inform the LPA/Subrecipient in advance when each DBE will be working on the project to help facilitate reviews.

The LPA/Subrecipient reserves the right to request and inspect all records of the consultant and all records of the DBEs and non-DBE subconsultants concerning this contract. The consultant must make available a copy of all documents related to all contracts the LPA/Subrecipient upon request.

Use of every DBE listed on the DBE Intended Participation Affidavit Summary is a condition of this contract. The consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed on the DBE Intended Participation Affidavit Summary unless the consultant obtains written consent from the LPA/Subrecipient with BECO concurrence. The consultant shall not be entitled to any payment for work or material that is not performed or supplied by the listed DBE unless the consultant obtains written consent from the LPA/Subrecipient with BECO concurrence.

22.0 DBE Termination/Substitution:

22.01 General Requirements:

The consultant shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the DBE Intended Participation Affidavit Summary. At a minimum, the consultant shall negotiate in good faith, give timely notices and/or extend deadlines to the extent that it will not jeopardize the contract with the LPA/Subrecipient. Reasonable methods to resolve performance disputes must be applied and documentation provided to the LPA/Subrecipient before attempting to substitute or terminate a DBE.

22.02 Consultant Notice of Termination/Substitution:

All terminations, substitutions, and reductions in scope of work to be performed by DBEs listed on the DBE Intended Participation Affidavit Summary must be approved in writing by the LPA/Subrecipient, with BECO concurrence and by means of the executed contract modification. The consultant shall contact the LPA/Subrecipient within 24 hours from the first sign of any reason for potential DBE termination/substitution.

The consultant shall not terminate a DBE subconsultant listed on the DBE Intended Participation Affidavit Summary or complete the work contracted to the DBE with its own forces or with a non-DBE firm without the LPA/Subrecipient written consent and BECO concurrence. Before submitting a formal request to the LPA/Subrecipient for DBE termination/substitution, the consultant shall give written notice to the DBE subconsultant with a copy to the LPA/Subrecipient of its intent to terminate or substitute the DBE identifying the reason for the action. The DBE shall be allowed a minimum of five calendar days to respond to the consultant's notice advising the consultant, the LPA/Subrecipient of its position. Before making a determination for approval regarding the consultant's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the consultant's request and the DBE firm's response.

22.03 Consultant Request of Termination/Substitution:

The consultant shall formally request the termination or substitution of a DBE listed on the DBE Intended Participation Affidavit Summary by submitting the DBE Termination/Substitution Request Form and supporting documentation to the LPA/Subrecipient; form is available from the LPA/Subrecipient. The submission shall include the following information:

1) The date the consultant determined the DBE to be unwilling, unable or ineligible to perform.
2) A brief statement of facts describing the situation and citing specific actions or inaction by the DBE firm giving rise to consultant's assertion that the DBE firm is unwilling, unable, or ineligible to perform.
3) A brief statement of the good faith efforts undertaken by the consultant to enable the DBE firm to perform.
4) The total dollar amount currently paid for work performed by the DBE firm.
5) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the consultant and the DBE firm have no dispute.
6) The remaining work that has not been completed by the DBE and the corresponding dollar amount
7) The projected date that the consultant requires a substitution or replacement DBE to commence work, if consent is granted to the request.

Written consent for terminating the performance of any DBE listed on the DBE Intended Participation Affidavit Summary will be granted only where the consultant can demonstrate

good cause showing that the DBE is unable, unwilling, or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or substitution of a DBE listed on the DBE Intended Participation Summary will not be allowed based solely on a consultant's ability to negotiate a more advantageous contract with another subconsultant. Prior to making a determination for approval regarding the consultant's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the consultant's request and the DBE firm's response.

Any requests for substitutions or terminations of DBEs shall be made on the forms provided by LPA/Subrecipient.

22.04 Good Cause:

The LPA/Subrecipient, with BECO concurrence, will make the determination of good cause by providing written consent to the consultant after evaluating the consultant's good cause to terminate or substitute a DBE firm. Good cause for this purpose includes the following in relation to the listed DBE subconsultant:

1. Fails or refuses to execute a written contract.
2. Fails or refuses to perform the work of its subcontract in a way consistent with normal industry practice standards. However, good cause does not exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the prime consultant.
3. Fails or refuses to meet the prime consultant's reasonable, nondiscriminatory insurance/bond requirements.
4. Becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. Is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.
6. Is not a responsible consultant.
7. Voluntarily withdraws from the project and provides written notice of its withdrawal to the LPA/Subrecipient.
8. Is ineligible to receive DBE credit for the type of work required
9. A DBE owner dies or becomes disabled with the result that the firm is unable to complete its work on the contract.
10. Other documented good cause that the LPA/Subrecipient determines compels the termination or substitution of the DBE subconsultant.

If good cause is determined, the LPA/Subrecipient and will notify the Consultant of the decision and necessary modifications to the contract can be made.

22.05 DBE Replacement Good Faith Effort:

If the LPA/Subrecipient, with BECO concurrence, approves the termination of a DBE, the consultant shall make good faith efforts to find another DBE subconsultant to substitute for the original DBE. The good faith efforts as identified in DBE Subsection 17.0 shall be directed at

finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented and provided, upon request, to the LPA/Subrecipient within seven calendar days from the date of the request.

A prime consultant's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the consultant has the ability and/or desire to perform the contract work with its own forces does not relieve the consultant of the obligation to make good faith efforts to find the replacement DBE, and it is not a sound basis for rejecting a perspective replacement DBE's reasonable quote.

The termination of a DBE firm shall not relieve the consultant of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal. If the LPA/Subrecipient has eliminated items of work subcontracted to a committed DBE, the prime consultant shall still make good faith efforts to replace the DBE with another DBE to the extent necessary to meet the goal. The LPA/Subrecipient will review the quality, thoroughness, and intensity of those efforts.

When a DBE substitution has been approved by the LPA/Subrecipient and concurred by BECO, the consultant shall submit an amended DBE Intended Participation Affidavit Individual and Intended Participation Affidavit Summary to the LPA/Subrecipient for approval with the substitute DBE's name, description of work, NAICS code, AZ UTRACS registration number, and dollar value of work. Approval from LPA/Subrecipient with BECO concurrence must be obtained prior to the execution of a contract modification and before substituted DBE can begin work.

22.06 Sanctions:

Failure by the consultant to carry out the requirements of these DBE Termination/Substitution specifications is a material breach of contract and will result in such remedies as LPA/Subrecipient deems appropriate, with ADOT concurrence, which will include, but are not limited to the assessment of liquidated damages. The LPA/Subrecipient will deduct from monies due or becoming due the consultant, the dollar amount of the wrongfully substituted/replaced DBE subcontract plus 25% of the amount remaining to be paid to the DBE as liquidated damages. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

23.0 Certification of Final DBE Payments:

The consultant's achievement of the goal is measured by actual payments made to the DBEs. The consultant shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the consultant and the relevant DBE, and submitted to the LPA/Subrecipient no later than 30 days after the DBE completes its work.

The LPA/Subrecipient and ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Consultant and the extent to

which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

The consultant will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the LPA/Subrecipient.

24.0 Sanctions for Not Meeting Contract DBE Goal:

If the LPA/Subrecipient determines, with BECO concurrence, that the consultant has not met the DBE goal at the end of the contract, the LPA/Subrecipient will, at its discretion, may assess liquidated damages up to two times the amount of the unattained portion of the original DBE goal, based on the circumstances of the noncompliance. Not meeting the DBE goal will also be reflected in the consultant evaluation.

The LPA/Subrecipient, with BECO concurrence, will determine whether liquidated damages will be assessed and the amount of the liquidate damages, the LPA/Subrecipient will consider whether there have been other violations on this or other contracts, whether the failure was due to circumstances beyond the control of the consultant, whether the consultant has made good faith efforts to meet the goal, and other appropriate circumstances.

In addition to any other sanctions, willful failure of the consultant, DBE or other subconsultant to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in the Department's and LPA/Subrecipient projects.

25.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

11.0

DBE

FORMS/DOCUMENTS

- INSTRUCTIONS / GUIDE
- BIDDERS PROPOSER LIST INSTRUCTIONS
- DBE FORM 3212PS
- DBE FORM 3206PS
- DBE FORM 3205PS
- DBE FORM 3210PS
- DBE FORM 3108C
- DBE FORM 3203PS

DBE Documents Instructions/Guide
Race Conscious DBE Goal % Assessed For This Contract

*Important Note: City of Chandler DBE Forms and ADOT DBE Forms are not always the same. The forms provided with the RFQ/Contract must be used. Do not go to ADOT Website to obtain DBE Forms (Forms 3212PS, 3206PS, 3205PS, 3203PS, 3210PS, 3208PS). Also, forms are updated at unspecified dates. Do not use previously saved City of Chandler forms.

SUBMIT WITH SOQ:

Bidders –Proposers List	**This is an ADOT On Line Submittal Process. An Email Verification / Confirmation will be provided to you by the system after you submit. A copy of this Email Verification is the document that must be submitted with SOQ.**
DBE Form 3212PS DBE Assurance	**Fill out, sign, and submit with SOQ.**

SUBMIT AT SCOPE & FEE FINALIZATION:

DBE Form 3206PS Consultant Participation Affidavit	**At Scope & Fee Finalization. To be filled out and submitted to City of Chandler Federal Compliance for approval packet that will be submittal to ADOT BECO.**
DBE Form 3205PS Subconsultant Participation Affidavit	**At Scope & Fee Finalization. To be filled out and submitted to City of Chandler Federal Compliance for approval packet that will be submittal to ADOT BECO.**

*note: A packet of all DBE documentation is prepared and submitted to ADOT BECO by City of Chandler. This DBE Packet must be approved by ADOT BECO prior to City of Chandler Council Date for approval of the contract.

SUBMIT AS APPLICABLE:

DBE Form 3203PS Good Faith	**To be submitted at any time Consultant determines that the DBE Goal will be unobtainable. This can be submitted with SOQ, or submitted at Scope and Fee.**
DBE Form 3210PS – Final Payment	**This DBE Form is required for every DBE Subconsultant, whether or not listed as the dedicated DBE of 3206PS and/or whether or not there is a DBE Goal Assessment for this contract.**
DBE Form 3108C DBE Substitution/Termination	**At any time throughout the life of the contract, a designated contract goal DBE subconsultant (from Forms 3206PS) needs to be substituted or terminated, immediately notify the City of Chandler Federal Compliance to start the Federal required process - Form 3108C and other backup documents will be required.**

Important Note:
The "Joint Check" process – where the Prime pays a subconsultant's lower tier or vendor – is not allowed by ADOT BECO on FHWA Federal Funded Professional Services contracts.

BIDDERS/PROPOSERS LIST

FEDERAL DOCUMENT REQUIRED: Email Verification Print Out

Email Verification Print Out Received from Utracs/AzDOT.gov confirms your electronic submittal Of Bidders/Proposers List. The email confirmation should be a submitted document. Do not forward the email.

From: ADOT Business Engagement and Compliance Office
To: Carla Silvernale
Cc: ContractorCompliance@azdot.gov
Subject: Bidders List for Consultant Engineering, Inc.
Date: Monday, July 22, 2024 10:53:56 AM

Caution: This email originated outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Consultant Engineering, Inc., AZUTRACS Number: 10192 has submitted a Bidder/Proposer list for **T020301C-CM** on 07/22/2024 at 10:53 AM MST (UTC - 07:00).

Bidders/Proposers for this firm include:

Firm Name	AZUTRACS #	Expiration Date	Email Address	Phone Number
ATEK Engineering Consultants, LLC.	11395	08/31/2025	aortega@atekec.com	480-659-8065
Mak Pro Services LLC	10670	10/05/2025	teresa@makprosvc.com	602-421-3069
Quality Testing, LLC	10910	02/20/2027	bizdev@qt-az.com	480-496-2000
Tristar Engineering and Management, Inc.	11222	11/15/2025	jakin@tristar-az.com	602-568-4661

CITY OF CHANDLER

PROFESSIONAL SERVICES
PROJECT SPECIFIC CONTRACT

Disadvantaged Business Enterprise (DBE)
Goal Assurance

ADOT TRACS No.: T020301C Agency Project/Contract No.: ST1804.451

Project Name: Construction Management Services, Chandler Heights - Gilbert Road to Val Vista Drive

Prime: Consultant Engineering, Inc. AZ UTRACS Vendor #: 10192

The undersigned, fully cognizant of the requirements and of the goal established, hereby certifies that in the preparation of the proposal for the above stated federal aid project,

☒ the Proposer will meet the established DBE goal or will make good faith efforts to meet the goal for the contract and that arrangements with certified DBEs have been made prior to the SOQ and/or cost proposal submission.

THIS CERTIFICATE MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE PROPOSAL.

FAILURE TO AFFIRMATIVELY MAKE THIS DECLARATION/CERTIFICATION IN THE MANNER OUTLINED IN THE REQUEST FOR QUALIFICATIONS (RFQ) FURNISHED BY THE LPA/SUBRECIPIENT WILL CAUSE A PROPOSER'S SOQ TO BE CONSIDERED NON-RESPONSIVE.

Brian C. Lizzet, PE	Sr. Vice President
(Name of Authorized Officer)	(Title)
Brian C Lizzet	7/24/2024
(Authorized Officer Signature)	(Date)

City of Chandler

PROFESSIONAL SERVICES

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Intended Participation Affidavit – Summary

Contract No.: ST1804-451 TRACS No. T020301C Mod No.: N/A Task No.: N/A

Consultant Name: Consultant Engineering, Inc. AZ UTRACS Registration No.: 10192

DBE Liaison Name: Janece Ray Contact Phone Number: (480) 782-3331

Contractor Task Amount: $ 1,035,646.10 Contract DBE Goal %: 1.99

Note: Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order.

A	B	C	D	E	F	G
DBE Firm Name	**Vendor Type**	**Work Description**	**Total Contract/ Task Amount**	**Adjustments**	**Total Amount Toward DBE Goal**	**DBE Performing at Least 30%? Y/N**
MakPro Services, LLC	Subconsulta	Public Outreach and Information Services	$ 34,100.00		$ 34,100.00	NO
ATEK Engineering Consultants	Subconsulta	Independent Quality Assurance	$ 10,071.10		$ 10,071.10	NO
					$ 0.00	
					$ 0.00	
					$ 0.00	
					$ 0.00	
					$ 0.00	
					$ 0.00	
					$ 0.00	
					$ 0.00	
				***(H)* Total Amount Toward DBE Goal**	$ 44,171.10	
				***(I)* Total % of DBE Commitment**	4.27%	
				***(J)* Contract DBE Goal %**	1.99	

By signature below, the undersigned agrees that formal agreements/subcontracts with the listed DBE firms will occur for the work cited herein should this contract be awarded.

Brian Lizzet, PE, CCM
(Name of Principal/Officer)

Project Manager
(Title)

Brian Lizzet
(Principal/Officer Signature)

Sep 11, 2024
(Date)

BECO LPA FORM 3206PS (Rev. 8/1/2019)

City of Chandler
PROFESSIONAL SERVICES
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit

Refer to instructions on Page 2

Prime Contractor: Consultant Engineering, Inc. Project Name: Chandler Heights Rd Improvements

Contract No.: ST1804-451 TRACS No.: T020301C Mod No.: N/A Task No.: N/A

DBE Firm Name: ATEK Engineering Consultants AZ UTRACS Registration No.: 11395

Type of Firm: ☐ Consultant ☑ Subconsultant ☐ Lower-tier Subconsultant ☐ Vendor ☐ Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- **Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order**
- **DBE firm listed above must complete at least 30% of its own contract amount**

A	B	C	D	E
NAICS Code	**Work Description**	**Total Contract/ Task Amount**	**Adjustments**	**Total Amount Toward DBE Goal**
541330	Independent Quality Assurance	$ 10,071.10		$ 10,071.10
				$ 0.00
				$ 0.00
				$ 0.00
			Total Amount Toward DBE Goal:	$ 10,071.10

2. (**Broker Only**) The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: $ 0.00 Fees/Commissions Assessed on Award: $ 0.00

3. The undersigned will **sublet** and/or award $ 0.00 of work bid to a **non-DBE firm.**

Firm Name(s): N/A

4. The undersigned will **sublet** and/or award $ 0.00 of work to another **certified DBE firm.** (Attach signed DBE affidavit.)

Firm Name(s): N/A

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Armando Ortega, Principal confirm that ATEK Engineering Consultants

(Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as described above for a DBE credit of $10,071.10

(Total Amount Toward DBE Goal)

(Authorized DBE firm officer, Signature)

9/11/2024

(Date)

City of Chandler

PROFESSIONAL SERVICES
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit

Refer to instructions on Page 2

Prime Contractor: Consultant Engineering, Inc. **Project Name:** Chandler Heights Rd Improvements

Contract No.: ST1804-451 TRACS No.: T020301C Mod No.: N/A Task No.: N/A

DBE Firm Name: MakPro Services, LLC AZ UTRACS Registration No.: 10670

Type of Firm: ☐ Consultant ☑ Subconsultant ☐ Lower-tier Subconsultant ☐ Vendor ☐ Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- **Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order**
- **DBE firm listed above must complete at least 30% of its own contract amount**

A	B	C	D	E
NAICS Code	**Work Description**	**Total Contract/ Task Amount**	**Adjustments**	**Total Amount Toward DBE Goal**
541820	Public Outreach and Information Services	$ 34,100.00		$ 34,100.00
				$ 0.00
				$ 0.00
				$ 0.00
		Total Amount Toward DBE Goal:		$ 34,100.00

2. (**Broker Only**) The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: $ 0.00 Fees/Commissions Assessed on Award: $ 0.00

3. The undersigned will **sublet** and/or award $ 0.00 of work bid to a **non-DBE firm.**

Firm Name(s): N/A

4. The undersigned will **sublet** and/or award $ 0.00 of work to another **certified DBE firm.** (Attach signed DBE affidavit.)

Firm Name(s): N/A

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Teresa Makinen, Principal confirm that MakPro Services, LLC

(Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope described above for a DBE credit of $34,100.00

(Total Amount Toward DBE Goal)

Teresa Makinen

(Authorized DBE firm officer, Signature)

Sep 11, 2024

(Date)

ADOT City of Chandler

CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENTS

Professional Services Contracts

(Submit one form for each DBE involved in the contract)

The undersigned consultant on **Agency Project No:** _____ **ADOT TRACS No:** _____ herby, certifies that full payment was made, to the firm indicated for material and/or work performed under this project's contract as follows:

DBE FIRM AZ UTRACS Vendor Registration # _____

Name of DBE Firm _____ was paid the amount of _____

This certificate is made under Federal and State Laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime consultant, all documentation supporting the consultant's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Consultant Company Name: _____

Check One: ◯ Prime Consultant ◯ Sub Consultant

Name: _____ ***Title:*** _____

Signature: _____

Date: _____

The undersigned sub consultant/supplier/manufacturer for the above named project hereby certified that payments were received and/or justification by consultant is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

DBE Firm Name: _____

Check One: ◯ Sub Consultant/Supplier/Manufacturer ◯ Lower-tier Sub Consultant/Supplier/Manufacturer

Name: _____ **Title:** _____

Signature: _____

Date: _____

-Select Agency-

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
TERMINATION/SUBSTITUTION/REDUCTION (TSR) REQUEST

Contract/TRACS No.:_____ **Federal #:**_____ **Task Order:** _____

Prime: _____ **DBE Firm:** _____

Requestor:_____ **Email:** _____ **Phone Number:** _____

Type of request: ☐ **Termination** ☐ **Substitution** ☐ **Reduction**

1. **Is this request due to an ADOT reduction of work?**

   ☐ **Yes**, explain the change or reduction impact on DBE participation

   ☐ **No**, select below the fact(s) and the reason(s) for the request (see attached instructions).

   DBE:
   - ☐ Fails or refuses to execute written contract
   - ☐ Fails or refuses to perform work in accordance with normal industry standards
   - ☐ Fails or refuses to meet prime contractor's reasonable, nondiscriminatory bond requirements
   - ☐ Becomes bankrupt, insolvent or exhibits credit unworthiness
   - ☐ Is ineligible to work because of suspension or debarment proceedings
   - ☐ Is not a responsible contractor
   - ☐ Voluntarily withdraws from the project and provides to the Department written notice of its withdrawal
   - ☐ Is ineligible to receive DBE credit for the type of work required
   - ☐ Owner dies or becomes disabled resulting in inability to complete its work on the contract
   - ☐ Other documented good cause (Attach documentation)

Attach a brief statement of facts describing the situation and any supporting documentation to substantiate selection above

2. **Date determined the DBE is unwilling, unable or ineligible to perform:** _____

3. **Date of Written Notice to DBE:** _____ *Attach notice with this request, along with the DBE response*

4. **a. Original DBE affidavit amount: $**_____ **b. Amount of work completed to date: $** _____

   c. Remaining DBE amount: $_____

For DBE Substitution only, answer questions 5 thru 7:

5. **Proposed DBE Name(s):** _____

6. **Proposed DBE dollar amount to be substituted: $**_____

7. **Projected date for substitute DBE to commence work:**_____

Good Faith Effort Documentation to be submitted with this request or within 7 calendar days from approval of this request:

- DBE Affidavits and/or
- Other documentation to substantiate efforts made to replace the same amount of DBE work

All signatures must be obtained before request is submitted.

_____ _____
Prime Contractor Signature **Date:**

_____ _____
Original DBE Subcontractor Signature **Date:**

_____ _____
Agency RE/PM Signature **Date:**

FOR BECO USE ONLY

Request is: Approved ☐ Not Approved ☐

BECO Representative: _____

Signature: _____

Date: _____

City of Chandler

PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any)

General

Complete all sections of the form and include all back-up documentation. Incomplete forms will be returned unprocessed. For the purpose of this form, project specific contracts shall be evaluated on a contract basis and on-call contracts will be evaluated on a task order by task order basis. **For on-call contracts, consultants must complete this form by detailing efforts made to find additional DBEs if their current DBEs are unable to perform the work needed for this task order.** If the information does not relate to the task order in review, this GFE will be denied. The Agency reserves the right to request further documentation from the Consultant/ Subconsultant(s) to support and validate actions undertaken to secure DBE participation to meet the DBE goal for this contract/task order.

Attestation

I, (Name) _____, do hereby acknowledge that I am the (Title) _____

of (Name of Firm) _____and the Consultant selected for the Agency project listed below:

Contract No.	Mod No.	Task Order No.	TRACS No.	Project Name	Total Contract/Task Amount *	DBE Percentage	
						Contract Goal	Committed Goal

* **Total Contract/Task Amount must include any previous amounts of the Contract or Task Order.**

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this contract/task order. Attach additional pages if necessary.

I hereby certify I demonstrated comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract/task order in accordance with Section 14.0 of the LPA DBE Contract Specifications by my responses to the following:

GFE Activities

1. Contacting Agency and BECO For Assistance

Date contacted: _____ Agency Staff contacted: _____ Phone Number: _____

Prime Contact Name: _____ BECO Staff contacted: _____ Phone Number: _____

Brief summary of discussion and resolution:

Was a DBE Supportive Services Solicitation Request submitted? ◯ Yes ◯ No Submission Date _____

2. Market Research and Soliciting Through All Reasonable Means

List all DBE solicitations made for this contract/task order.

Solicitation Activity	Date	Name of Interested DBEs	Follow-Up Date

3. Selecting Portions of Work to be Performed by DBEs

List work items needed to be performed and include how work items were broken down into economically feasible units to facilitate DBE participation.

4. Provide Interested DBEs With Project Information

Explain how interested DBEs were provided with access to project information.

CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any)

5. Negotiate In Good Faith With Interested DBEs – When a non-DBE is selected over a DBE, attach copies of the DBE and non-DBE firms' quotes.

A. Identify DBE firms in which negotiations were considered but were unsuccessful.

DBE Firm Name & Contact Person	Address	Phone Number

B. Explain why negotiations above were unsuccessful.

DBE Firm Name	Explanation

6. Having Sound Reason For Rejecting DBEs

Explain why any DBE(s) was rejected for being unqualified.

DBE Firm Name	Explanation

7. Assisting Interested DBEs – Bonding, Credit, Insurance

Identify interested DBE firms in which assistance was provided in obtaining bonding, credit or insurance.

DBE Firm Name	Assistance Offered

8. Assisting Interested DBEs – Equipment, Supplies, Materials, Related Services

Identify interested DBE firms in which assistance was provided in obtaining necessary equipment, supplies, materials, or related assistance or services.

DBE Firm Name	Assistance Offered

9. Minority/Women Community Organizations

Identify minority/women community organizations used for providing assistance in the recruitment and placement of DBEs.

Organization Name	Contact Person	Assistance Requested

PROFESSIONAL SERVICES/DESIGN
CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any)

This is <u>not</u> intended to be a mandatory checklist nor is it intended to be an exclusive or exhaustive list of good faith efforts. Other factors or types of efforts may be relevant on a case-by-case basis as determined by ADOT BECO.

10. Other comments or information you want the Agency and ADOT BECO to consider as part of your good faith effort.

<u>Affidavit</u>

The undersigned, (Name) _____, attest and declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the information provided on this certificate is true and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Consultant Representative/DBE Liaison

Note: The GFE form must be signed by an authorized signatory for the Consultant/Subconsultant.

AGENCY/BECO INTERNAL USE ONLY	
Date Received: _____ Date Approved / Denied: _____ ***(Circle one)***	Received by: _____ Signature: _____
Date Received: _____ Date Approved / Denied: _____ ***(Circle one)*** ***Comments:***	Received by: _____ Signature: _____

PROFESSIONAL SERVICES/DESIGN

CERTIFICATION OF GOOD FAITH EFFORTS

Submit completed GFE Form (pages 1 – 6 only) with backup documentation, if any)

APPENDIX A TO PART 26 — GUIDANCE CONCERNING GOOD FAITH EFFORTS

Note: "YOU" means the Agency (ADOT) in the following sections of this requirement.

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation

to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Note: Contacting ADOT BECO (602 712-7761) for assistance in identifying certified DBEs that can perform work on a contract or task order is also considered a strong factor in making good faith efforts.

Good Faith Efforts Tips

The intent of the Good Faith Effort Form is to document the good faith efforts undertaken by the Consultant in soliciting and utilizing DBE firms to meet the DBE participation requirements for the contract/project. The completed form will assist the Agency and ADOT in determining if the Consultant performed its due diligence, took all necessary and reasonable steps to secure DBE participation for the referenced contract/project and resulted in obtaining comprehensive good faith efforts. The Agecny and ADOT Business Engagement & Compliance Office (BECO) will determine if the Consultant made satisfactory good faith efforts to secure sufficient DBE participation to meet the DBE goal. The burden of proof rests with the Consultant. **Failure to provide good faith efforts to ADOT BECO's satisfaction will result in the rejection of the proposal/modification.** However, ADOT BECO will reconsider Consultant's GFE resubmittal if Consultant has adequately and sufficiently documented its good faith efforts in obtaining DBE participation.

Tips for Documenting Good Faith Efforts

1. Review Scope of Work (SOW) for subcontracting opportunities.
2. Make reasonable efforts to designate economically feasible and meaningful units of work for a DBE(s) that meets or exceeds the DBE goal.
3. Keep in mind that selected DBEs must perform *commercially useful function* (CUF) as required by 49 CFR §26.55.
4. Determine if there are DBE firms on the contract team that can do the work. If not, the Consultant must solicit other DBEs through the DBE Directory to perform work to meet or exceed the goal.
5. Some projects may be too small or do not provide meaningful units of work for subcontracting opportunities. Any reason for this must be thoroughly explained.
6. When providing good faith documentation, it is not good enough to say that project is too small to include DBEs. Consultants must explain the project SOW and why no subcontracting opportunities are possible.
7. Consultants must keep in mind that DBEs must be utilized when developing their SOWs and cost proposal. Arranging and planning work items to circumvent the utilization of Subconsultants and DBEs violates the federal regulations.
8. For on-call contracts, consultants must complete this form by detailing efforts made to find additional DBEs if their current DBEs are unable to perform the work needed for this task order.
9. When providing good faith documentation, Consultants must include:
    a. Date, contact name of staff they contacted at BECO for assistance
    b. List of DBE firms contacted to do the work
    c. Any evidence of negotiations with the DBE firms
    d. Evidence of efforts to reach out to DBE firms
10. Assistance provided to DBEs should include efforts to assist the DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project-related assistance.

12.0

PAY REQUESTS

- PAYMENT APPLICATION
- SUBCONSULTANT SUMMARY FORM

CHANDLER arizona
Public Works & Utilities

PROFESSIONAL SERVICES AGREEMENT APPLICATION AND CERTIFICATION FOR

PAYMENT # _____

Check if FINAL payment: ☐

Official City of Chandler Use Only

Date Rec'd: _____

Record ID: _____

Date Recorded: _____

Project Name: _____

Project No.: _____ Federal/ADOT No. (if applicable): _____

Pay Period Beginning: _____ Ending: _____ City Contact Name: _____

Total Time Elapsed: _____%

Consultant Information:

Name: _____ Invoice #: _____

Remit to Address: _____

Contact Name: _____ Phone: _____ Email Address: _____

Contract Amendment Summary

No.	Date	Amount	Calendar Days
		$	
		$	
		$	
		$	

Contract Time Summary
(applicable milestones per contract)

Notice to Proceed (NTP) Date:		
Original Contract Duration:		Calendar Days
Contract Amendments:	0	Calendar Days
Revised Contract Duration:	0	Calendar Days
Contract Expiration Date:		

Application is made for payment as shown below and on the attached Payment Schedule Summary Sheet in accordance with the Contract Documents.

RED FIELDS AUTO CALCULATE
Do not enter amount manually

1. Original Contract Price: $ 0.00

2. Contract Amendments to Date: $ 0.00

3. Adjusted Contract Price (Line 1 + 2): $ 0.00

4. Total Amount Due to Date:
(per attached Payment Schedule) $ _____

Work Completed to Date:_____%

5. Total Previous Certificates for Payment: $ _____

6. Federal Penalties if Applicable (per City): $ _____
Deduct Penalties (-) or Credit Reimb (+)

7. Current Payment Due (Line 4 - 5 - or +6): $ **0.00**

Consultant's/Engineer's Certification

The undersigned certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid for work which previous Certificates of Payment were issued and payments received from the Owner; and that the current payment requested as shown is current, accurate, and complete.

Authorized Signature Date

Official City of Chandler Use Only

PO #:

Approved By:

Budget Account #'s:

Project Manager *Date*

CIP Supervisor *Date*

Email PDF Signed Payment Application to: CapitalProjects.Payables@chandleraz.gov

Or Submit to: City of Chandler, Capital Projects MS 407, PO Box 4008, Chandler, AZ 85244

Revised: 4/14/23

SUBCONSULTANT INVOICES/PAYMENT SUMMARY DETAIL

PROFESSIONAL SERVICES PAY APP BACKUP - (REQUIRED)

Consultant	
Project Name	
Project Numbers	
Month	

				Subconsultants						
				name	name	name	name	name	name	name
DBE-> YES / NO										
Lower Tier --> (x)										
Lower Tier to:										
Contract Amt										
Change Order(s):										
Total Contract:				$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pay App #	Work Mo	Pay Mo	DBE Rpt Mo							
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
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18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
Total To Date				$ -	$ -	$ -	$ -	$ -	$ -	
Bal Remaining				$ -	$ -	$ -	$ -	$ -	$ -	

13.0

SUBCONSULTANT SUBCONTRACTS REQUIREMENTS

SUBCONSULTANTS – PROFESSIONAL SERVICES
REQUIREMENTS AND SUBCONTRACTS

1. Subconsultants will be required to be approved by the City. Required forms will be provided.
2. Subconsultants must have a current AZUTracs registration 5-digit number and current profile. https://utracs.azdot.gov/
3. Subconsultants must be registered/have a current/up to date profile in the DOORS reporting system for Payment Reporting, DBE Reporting, and Prompt Pay Reporting. (link is on the AZUTracs web page).
4. Subconsultants (including lower tiers) will be required to report into the DOORs system on a monthly basis during the life of their subcontract.
5. No Consultant/Subconsultant can work on a federal funded contract if they have been debarred and/or have unresolved federal tax liens.
6. The "Joint Check" process – where a Prime pays a subconsultant's lower tier or vendor is not allowed on FHWA Federal Funded Professional Services Contracts.
7. DBE Subconsultants subcontract tasks must be applicable to their registered NAICS code(s).
8. Subconsultants for QA/QC/IA Testing – must be on the ADOT Accredited Laboratories / ADOT Accredited Material Testing Laboratories List. https://azdot.gov/business/engineering-and-construction/materials/materials-quality-assurance/adot-accredited
9. Subconsultants will be required to submit timely/monthly invoices to the Prime on a calendar monthly basis. The Prime Consultant's monthly pay application to the City must include all work performed during the work period the pay application is being submitted for.
10. No work can be started prior to the Prime's Contract Notice to Proceed date.

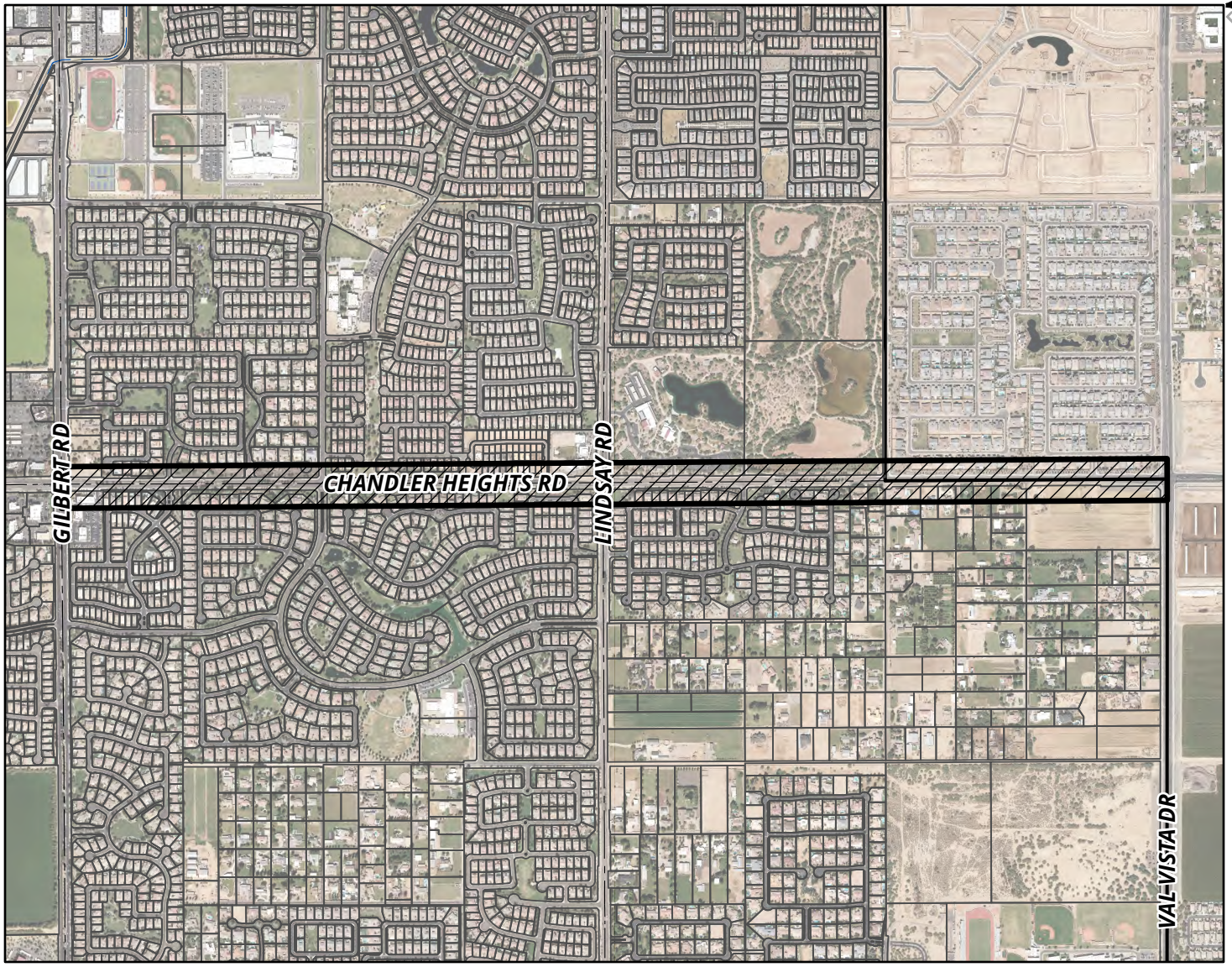
SUBCONTRACTS

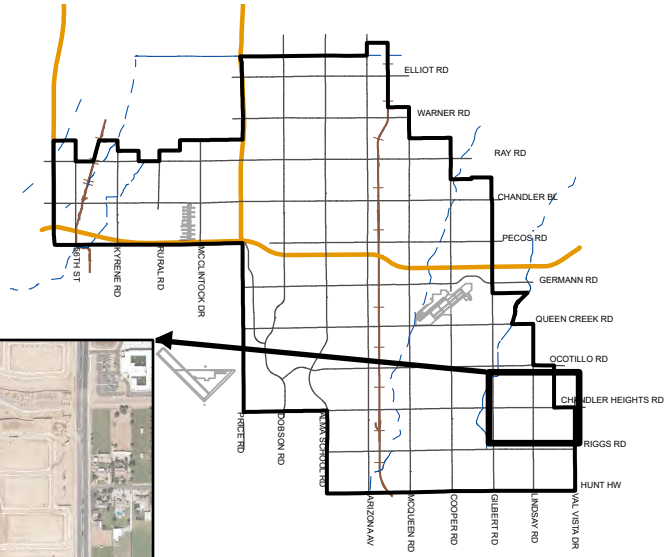
All Subcontracts:

1. There are specific federal documents that must be included in all subcontracts.
2. A set of these federal documents will be provided by the City. There will be a required set of federal documents for a DBE Subconsultant Subcontract and a Non-DBE Subconsultant Subcontract.
3. Subcontract tasks must be applicable to/related to the Prime's Contract Task Detail with the City.
4. DBE Subcontract Task Detail must show breakdown pricing for each task item.
5. Subcontract must show both parties name and address.

END OF FEDERAL DOCUMENTS SECTION

CHANDLER HEIGHTS - GILBERT ROAD TO VAL VISTA DRIVE
CITY PROJECT NO: ST1804.451
FEDERAL PROJECT NO: CHN-0(244)D
ADOT PROJECT NO. T0203 01C





MEMO NO. CP25-039

PROJECT LOCATION

NTS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-038

Date: October 17, 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: Ivan Magana, Engineer
Subject: Construction Agreement No. ST1804.401, with Sunland Asphalt & Construction, LLC, for the Chandler Heights Road – Gilbert Road to Val Vista Drive

---

Proposed Motion:

Move City Council award Construction Agreement No. ST1804.401, to Sunland Asphalt & Construction, LLC, for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive, in an amount not to exceed $9,784,943.

Background/Discussion:

The Chandler Heights Road Improvements Project consists of widening the roadway to include two through lanes in the eastbound and westbound directions from Gilbert Road to Val Vista Drive. The project scope of work consists of construction of two travel lanes in the eastbound and westbound directions, bike lanes, raised landscaped median, curb, gutter, sidewalk, American with Disabilities Act upgrades, traffic signal upgrades, streetlights, traffic signal interconnect, storm drainage, irrigation, block walls, and wet/dry utility improvements. This project also includes work and coordination with Salt River Project for undergrounding the overhead distribution lines. Construction is anticipated to begin in early January 2025. The agreement completion time is 365 calendar days following Notice to Proceed.

Of note, an adjacent segment of Chandler Heights Road, from McQueen to Gilbert roads, is currently approaching completion of construction. This segment will be fully reopened prior to this project (Gilbert Road to Val Vista Drive) commencing

construction.

A related Professional Services Agreement with Consultant Engineering, Inc. for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive, is also scheduled for this City Council meeting.

Evaluation:

Four (4) bids were opened on August 8, 2024. The bid results were as follows:

Contractor	Bid Total
Pulice Construction, Inc.	$10,522,376.00
Achen-Gardener Construction, LLC	$10,227,777.00
Hunter Contracting Co.	$10,389,920.40
Sunland Asphalt & Construction, LLC	$9,784,943.00

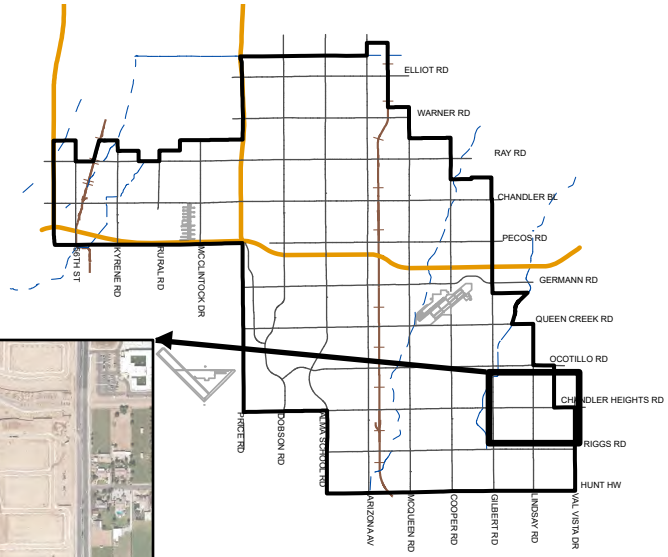
Fiscal Impact

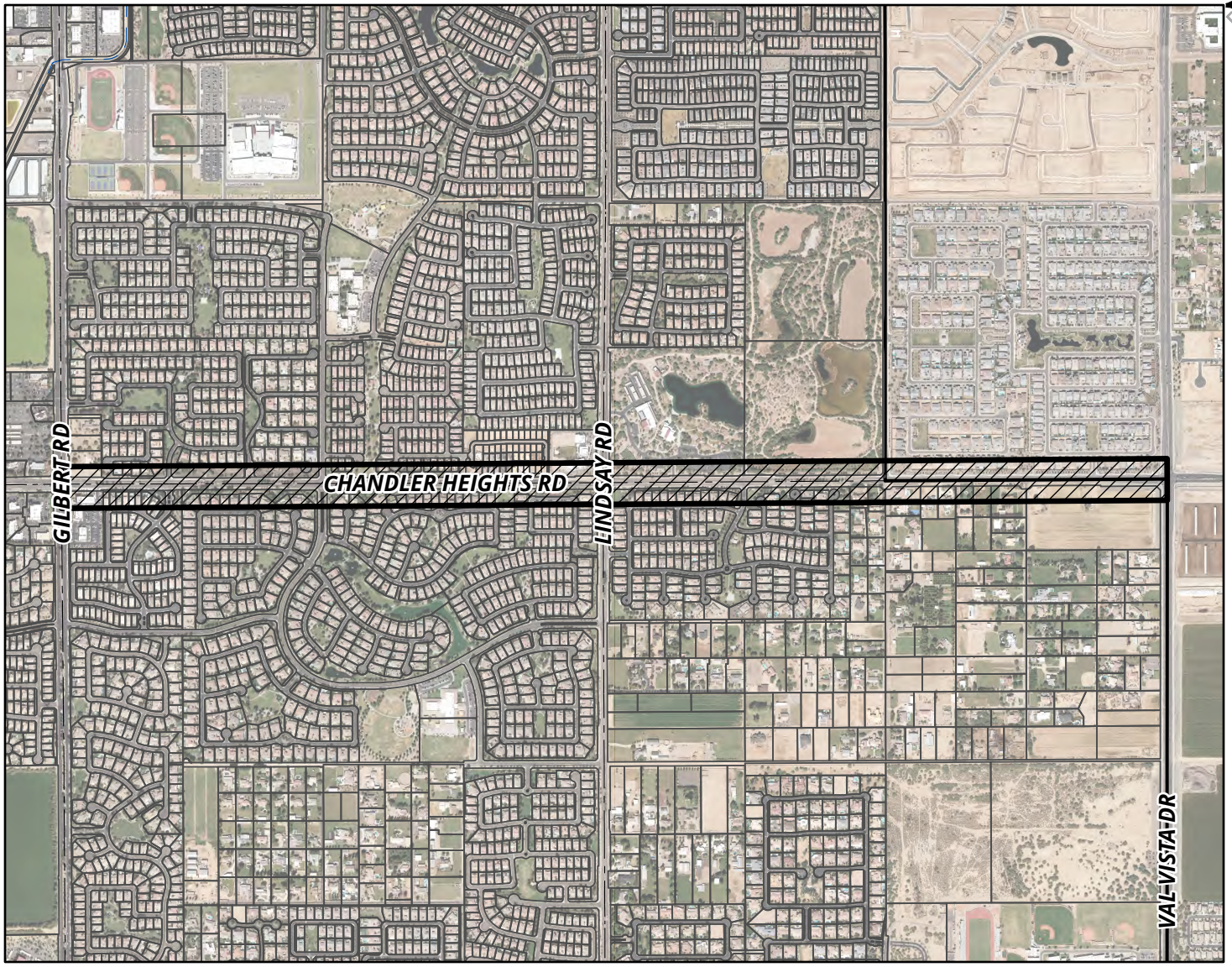
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.3310.6517.6ST692	Capital Grant	Chandler Height Improvements	$7,922,495	Y
415.3310.6517.6ST692	Impact Fee	Chandler Height Improvements	$1,638,954	Y
411.3310.6517.6ST692	GO Bonds	Chandler Height Improvements	$223,494	Y

Attachments

Location Map
Agreement

CHANDLER HEIGHTS - GILBERT ROAD TO VAL VISTA DRIVE
CITY PROJECT NO: ST1804.401
FEDERAL PROJECT NO: CHN-0(244)D
ADOT PROJECT NO. T0203 01C





MEMO NO. CP25-038

PROJECT LOCATION

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City of Chandler, Arizona
Public Works & Utilities Department
Capital Projects Division

CONSTRUCTION BID

CHANDLER HEIGHTS ROAD
GILBERT ROAD TO VAL VISTA DRIVE

CITY PROJECT NO.: ST1804.401
FEDERAL PROJECT NO.: CHN-0(244)D
ADOT PROJECT NO. T0203 01C

MAYOR
Kevin Hartke

VICE MAYOR
OD Harris

COUNCIL
Matt Orlando Christine Ellis
Mark Stewart Angel Encinas Jane Poston

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

CONSTRUCTION BID

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TECHNICAL SPECIFICATIONS

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(if applicable)

FEDERAL PROVISIONS
(if applicable)

LEGAL AD DEPARTMENT

INVITATION TO BID

CHANDLER HEIGHTS ROAD
GILBERT ROAD TO VAL VISTA DRIVE

CITY PROJECT NO.: ST1804.401
FEDERAL PROJECT NO.: CHN-0(244)D; ADOT PROJECT NO. T0203 01C

NOTICE IS HEREBY GIVEN that sealed bids will be received and date/time stamped by the City of Chandler Capital Projects Office, 215 East Buffalo Street, Chandler, Arizona 85225 until the bid submission date specified below.

All firms must be registered on the Arizona Procurement Portal (https://app.az.gov/) vendor registration system prior to submitting a Bid. Non-registered firms will not receive addenda notifications. Download the Bid Documents and any Addenda at www.chandleraz.gov/business/vendor-services/capital-projects/construction-bids. It is the contractor's sole responsibility to obtain all addenda from the City website prior to submitting their bid proposal, and to acknowledge receipt and acceptance of the addenda in their bid proposal submittal. No separate notification of addenda will be issued. The City recommends Contractors regularly check the website for updated information.

PRE-BID CONFERENCE:

July 16, 2024 **3:00 p.m.** **Arizona time**	City Council Chambers at 88 E. Chicago Street, Chandler AZ 85225.

SOLICITATION QUESTIONS DUE DATE:

July 19, 2024 **5:00 p.m.** **Arizona time**	All solicitation questions must be emailed to raquel.diaz@chandleraz.gov with the subject line of "**ST1804.401; CHN-0(244)D; T0203 01C CHANDLER HEIGHTS ROAD GILBERT ROAD TO VAL VISTA DRIVE BID QUESTION".** Questions received after the due date and time will NOT be considered.

BID SUBMISSION:

August 8, 2024 **3:00 p.m.** **Arizona time**	Sealed bids must be delivered to the City of Chandler Capital Projects Office located at 215 East Buffalo Street, Chandler, Arizona, 85225. **Bids must be received on or before date and time specified.** At that time, bids will be publicly opened and read aloud in the South Atrium Conference Room. Bids received after the due date and time will be returned unopened without consideration. All bids must be submitted in a sealed envelope plainly marked as follows: BID OF _____, CONTRACTOR FOR: *CHANDLER HEIGHTS ROAD – GILBERT ROAD TO VAL VISTA DRIVE* *CITY PROJECT NO.: ST1804.401* *FEDERAL PROJECT NO.: CHN-0(244)D; ADOT PROJECT NO. T0203 01C*

Work under this Agreement includes widening to at least four thru lanes; turn lanes; bike lanes; raised landscaped median; curb, gutter, and sidewalk, including ADA upgrades; traffic signals; LEG streetlights; storm drainage; irrigation; wet utilities, including rehabilitation; and dry utilities, including extension of fiber. This is a federally funded project using FHWA funds. Work must be completed within 365 consecutive calendar days from the Notice to Proceed. The Engineer's Estimate range is $11,000,000 - $13,000,000.

This is a Federal Funded Project with DBE requirements. Full Environmental Report is available upon request. Mitigation Measures are not subject to change without prior written approval from the Federal Highway Administration.

Bids must be submitted on the Proposal Form provided and be accompanied by the Bid Bond for not less than ten percent (10%) of the total bid, payable to the City of Chandler, Arizona, or a certified or cashier's check. PERSONAL OR INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

The successful bidder will be required to execute the standard form of agreement for construction prior to Council award

The successful bidder must furnish a Payment Bond and Performance Bond in the amount equal to one hundred percent (100%) of the Agreement Price.

The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informalities in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any agreement with the City of Chandler.

All Bids will remain open for 90 days after the Bid opening day, but the City may, in its sole discretion, release any Bid and return the bid security prior to that date. No Bidder may withdraw his Bid during this period without written permission from the City.

Find PRELIMINARY BID RESULTS at: https://www.chandleraz.gov/business/vendor-services/capital-projects

Protest Policy - A protest of a proposed award must be filed WITH THE PURCHASING OFFICE within 5 calendar days of the first posting of the award recommendation. Award recommendations are posted on the Capital Projects web site or the City Clerk web site. If the due date occurs on a weekend or holiday the protest must be filed the next business day.

A Protest must include:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the project and the solicitation or agreement number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

City will review the protest and issue a written response.

PUBLISHED DATE:	**July 3, 2024** **July 10, 2024** Arizona Republic AFFIDAVIT OF PUBLICATION

BID SUBMITTAL LIST

This list may not include all required bid submission items. It is the Contractor's responsibility to read the entire bid and determine all items required by the submission date and time.

DO NOT DOUBLE-SIDE ANY PART OF THE BID SUBMITTAL

PROJECT NAME: **CHANDLER HEIGHTS ROAD**
GILBERT ROAD TO VAL VISTA DRIVE

CITY PROJECT NO.**:** **ST1804.401**
FEDERAL PROJECT NO.: **CHN-0(244)D**
ADOT PROJECT NO.**:** **T0203 01C**

THIS IS A FEDERAL FUNDED PROJECT

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR SUBMITTAL ACCORDING TO THE DATE AND TIME LISTED IN THE INVITATION TO BID ADVERTISEMENT:

A. Bid Bond (Original – with Seal)

B. Signed Proposal Acknowledgement, and licenses

C. Bid Schedule

D. Subcontractor's List Form

E. Certificate of Insurability and Bonding

F. Arizona Department of Revenue Privilege Tax License

FEDERAL DOCUMENTS REQUIRED (see Federal Document Section)

1. Federal Non-Collusion Bidding Certificate
2. Verifications Statement
3. EEO Clause / Statement
4. DBE Form 3102C – DBE Goad Assurance (if DBE goal applies)

FEDERAL DOCUMENTS REQUIRED TO BE SUBMITTED BY THE 5TH DAY POST BID OPENING DAY, BY 4PM IN ORDER FOR BID TO BE CONSIDERED, TO EMAIL ADDRESS:
CP.FUND@CHANDLERAZ.GOV (see Federal Document Section). *Do not submit with bid*

1. On-Line DBE BECO Bidders/Proposers List Email Confirmation (do not forward email)
2. DBE Form 3106C (if applicable) or (if DBE goal applies)
3. DBE Form 3105C (one for each Committed DBE Subcontractor) (if applicable) or (if DBE goal applies)

BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28, 34 AND 41,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, Sunland Asphalt & Construction, LLC, (hereinafter "Principal"), as Principal, and United States Fire Insurance Company, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Delaware, with its principal offices in Morristown, NJ, 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, held and firmly bound unto City of Chandler, Arizona, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, 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 submitted a bid for construction of:

CHANDLER HEIGHTS ROAD – GILBERT ROAD TO VAL VISTA DRIVE
City Project No.: ST1804.401
Federal Project No.: CHN-0(244)D; ADOT Project No.: T0203 01C

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into an agreement with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the agreement document with good and sufficient surety for the faithful performance of the agreement and for the prompt payment of labor and materials furnished in the prosecution of the agreement, or in the event of the failure of the Principal to enter into the agreement and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 8th day of August, 20 24

Sunland Asphalt & Construction, LLC
Principal SEAL

By: _____

Its: CIVIL DIVISION MANAGER

United States Fire Insurance Company
SURETY SEAL

By: _____
Attorney-in-Fact
Paula M. Eby

Willis Towers Watson Midwest, Inc.
AGENCY OF RECORD

233 S. Wacker Drive, Suite 1800, Chicago, IL 60606
AGENCY ADDRESS

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Paula M. Eby**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond
Principal: Sunland Asphalt & Construction, LLC
Obligee: City of Chandler, Arizona

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50126833
My Commission Expires 4/7/2026

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8th day of August 2024

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, CHRISTINA URIAS, Director of Insurance of the State of Arizona, do hereby certify that

UNITED STATES FIRE INSURANCE COMPANY
Domiciled in Delaware
NAIC NO. 21113

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is December 31, 2003.

Christina Urias
Director of Insurance

E146 (11/03)

0002740

CITY OF CHANDLER
CHANDLER, ARIZONA

CHANDLER HEIGHTS ROAD – GILBERT ROAD TO VAL VISTA DRIVE
City Project No.: ST1804.401
Federal Project No.: CHN-0(244)D; ADOT Project No.: T0203 01C

PROPOSAL ACKNOWLEDGEMENT

PROPOSAL to the City Engineer of the City of Chandler,
In compliance with the Advertisement for Bids, the undersigned bidder:

Having examined the agreement documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the agreement documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Project Specific Provisions.

Understands that the Proposal shall be submitted with a Proposal guarantee of cash, certified check, cashier's check, or surety bond for an amount of not less than ten percent (10%) of the amount bid.

Agrees that upon receipt of Notice of Award from the City of Chandler, the undersigned bidder will execute the agreement documents.

Work shall be completed within **365** consecutive calendar days, beginning with the day following the starting date specified in the Notice to Proceed. Said Notice will be issued in accordance with the Project Specific Provisions "NOTICE TO PROCEED," or, when, in the opinion of the Engineer, sufficient materials are, or will be available for the continuous prosecution of the work.

Acknowledges that bid prices submitted include all applicable sales and/or use taxes, and no further compensation will be approved for these items.

The Bidder hereby acknowledges receipt of and agrees that the submitter's Proposal is based on the following Addenda:

Addendum	Date Received	Addendum No.	Date Received
1	07/29/2024		

CITY OF CHANDLER, ARIZONA

CHANDLER HEIGHTS ROAD
GILBERT ROAD TO VAL VISTA DRIVE

CITY PROJECT NO.: ST1804.401
FEDERAL NO.: CHN-0(244)D; ADOT NO.: T0203 01C

ADDENDUM NO. 1

Date: July 29, 2024

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **21 pages**, is hereby incorporated into the Construction Agreement by this reference.

2. The attached form "Forced Labor of Ethnic Uyghurs Ban Certification Form" is to be added to *Bid Submittal List*. This form must be filled out, signed, and submitted with the bid.

3. The following is to be added to Exhibit A – Project Specific Special Provisions

   Traffic Control
   The Contractor will maintain a minimum of one lane in each direction on Chandler Heights, and a minimum of two lanes in each direction on Gilbert Road and Lindsay Road unless otherwise directed by City Representatives. A dedicated left turn lane for all directions of travel will be maintained on Chandler Heights intersections at Gilbert Road, Lindsay Road, and Val Vista Drive. Contractor to coordinate traffic control with the Town of Gilbert as required including obtaining any required permits.

4. For clarification all insurances shown in the general conditions are required for this project.

5. Revised plan sheets are attached. Plan sheets are revised as follows:

   77 (SL00) – Revised Streetlight General Notes and Construction Notes for latest City standards, revised developer reference for clarity.
   78 – (SL01) thru 83 (SL06) – Construction Note revisions for latest City standards and developer reference, quantity adjustments.

6. Technical Specifications are to be revised to add *Item No. 181 – 3-1/4" Innerduct Conduit HDPE* and *Item No. 182 – Modify Fiber Optic Splice Closure*. Technical specifications for items 181 and 182 are attached.

7. Revised bid schedule is attached. Bid schedule is revised as follows:

Item 45 – Revise quantity to 14 EA
Item 53 – Revise quantity to 28 EA
Item 81 – Revise quantity to 20 EA
Item 89 – Revise quantity to 100LF
Item 90 – Revise quantity to 11 EA
Item 95 – Revise quantity to 4 EA
Item 97 – Revise quantity to 900 LF
Item 125 – Revise quantity to 60 EA
Item 126 – Revise quantity to 60 EA
Item 127 – Revise quantity to 74 EA
ADD Item 181 – 3-1¼" Innerduct Conduit (HDPE) – 2,600 LF
ADD Item 182 – Modify Fiber Optic Splice Closure – 1 EA

E-mail all questions to Raquel Diaz at: raquel.diaz@chandleraz.gov

DIRECT CONTACT WITH SELECTION COMMITTEE MEMBERS OR ANY CITY EMPLOYEE, OTHER THAN THE CONTRACT SERVICES REPRESENTATIVE, CONCERNING THIS RFQ, AT ANY TIME IS STRICTLY PROHIBITED.

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer
Public Works & Utilities Dept. – Capital Projects

FORCED LABOR OF ETHNIC UYGHURS BAN CERTIFICATION FORM

ADOT
Infrastructure Delivery and Operations

FORCED LABOR OF ETHNIC UYGHURS BAN
Certification Form

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Consultant, then the Offeror shall select the "Exempt Consultant" option below:

- Consultant is a sole proprietorship;
- Consultant has fewer than ten (10) employees; OR
- Consultant is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, or use any consultants, subconsultants, 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.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

☒	The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Consultants, Subconsultants, 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.
☐	The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐	**Exempt Consultant.** Indicate which of the following statements applies to this Consultant (may be more than one): D Consultant is a sole proprietorship; ☐ Consultant has fewer than ten (10) employees; and/or ☐ Consultant is a non-profit organization.

Sunland Asphalt & Construction LLC
Company Name

1625 E. Northern Ave.
Address

Phoenix AZ 85020
City **State** **Zip**

Signature of Person Authorized to Sign

Chris Eischen
Printed Name

Division Manager
Title

PLAN SHEET REVISIONS

STREETLIGHT GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT ADOPTED MAG SPECIFICATIONS AND STANDARD DETAILS AS MODIFIED BY THE CITY OF CHANDLER.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHANDLER UNIFIED DESIGN MANUAL (UDM).
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
4. THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED 24 HOURS PRIOR TO STARTING EACH PHASE OF CONSTRUCTION (480-782-3300).
5. PRIOR TO ANY CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR/DEVELOPER SHALL NOTIFY THE LANDSCAPE ARCHITECT AT 480-782-3428. ANY CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE RESTORED TO ORIGINAL CONDITIONS USING THE FOLLOWING REQUIREMENTS:
   A. ALL TREES IMPACTED BY CONSTRUCTION SHALL BE REPLACED WITH THE SAME SIZE AND TYPE OF TREE AT A LOCATION DETERMINED BY THE CITY;
   B. ALL IRRIGATION SYSTEMS SHALL BE RESTORED TO FULLY FUNCTIONING STATUS. ANY IRRIGATION LOCATED BENEATH ASPHALT OR CONCRETE SHALL BE SLEEVED WITH SCHEDULE 40 PVC TWO (2) NOMINAL SIZES LARGER;
   C. THE AREA OF CONSTRUCTION SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE (I.E. SURFLAN);
   D. GRANITE OF A SIZE AND COLOR TO MATCH EXISTING SHALL BE SPREAD A MINIMUM OF TWO (2) INCHES THICK;
   E. THE STREET DIVISION SHALL BE CONTACTED TO INSPECT ALL WORK BEFORE A CONDITIONAL ACCEPTANCE IS ISSUED;
   F. THE CONTRACTOR/DEVELOPER SHALL MAINTAIN THE AREA FOR NINETY (90) DAYS AFTER CONDITIONAL ACCEPTANCE. AFTER 90 DAYS THE CITY SHALL BE CONTACTED FOR FINAL ACCEPTANCE AND ASSUMPTION OF MAINTENANCE.
6. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY ENGINEER AND/OR ALL WORK AND MATERIAL NOT IN CONFORMANCE WITH THE SPECIFICATIONS AND PLANS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
7. THE CONTRACTOR SHALL UNCOVER ALL EXISTING LINES BEING TIED INTO TO VERIFY THEIR LOCATION. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND UTILITIES (ELECTRIC, TELEPHONE, PIPELINES, ETC.) AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND SHALL ELIMINATE ALL CONFLICTS PRIOR TO START OF CONSTRUCTION. BLUE STAKE TELEPHONE (602) 263-1100.
8. THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR LIABILITY ACCRUED DUE TO DELAYS AND/OR DAMAGES TO UTILITIES IN CONJUNCTION WITH THIS CONSTRUCTION. THE CITY WILL NOT PARTICIPATE IN THE COST OF CONSTRUCTION OR UTILITY RELOCATION.
9. NO FINAL ACCEPTANCE SHALL BE ISSUED UNTIL 4 MIL PHOTO MYLAR REPRODUCIBLE "AS-BUILT" PLANS CERTIFIED AND SEALED BY A REGISTERED CIVIL ENGINEER, HAVE BEEN SUBMITTED AND ACCEPTED BY THE CITY ENGINEER.
10. BACKFILLING SHALL NOT BE STARTED UNTIL LINES ARE APPROVED BY THE CITY ENGINEER.
11. ALL BACKFILL SHALL BE INSTALLED IN ACCORDANCE WITH MAG STANDARD SPECIFICATION 601, TYPE I.
12. CONSTRUCTION OF CONCRETE OR PAVING ITEMS SHALL NOT COMMENCE UNTIL ALL UNDERGROUND WORK HAS BEEN INSPECTED AND TESTED.
13. DISPOSAL OF AND STOCKPILING OF EXCESS MATERIAL WITHIN THE CHANDLER CITY LIMITS OR PLANNING AREA SHALL BE DONE IN SUCH A WAY THAT WILL NOT CREATE A NUISANCE. THE PLACING OF MATERIAL ON PRIVATE PROPERTY OF ANOTHER REQUIRES WRITTEN AUTHORIZATION. EARTHWORK STOCKPILES ARE NOT TO EXCEED 6 FEET IN HEIGHT. SLOPES ON ALL SIDES OF THE STOCKPILE SHALL NOT EXCEED A 1 TO 2 RATIO OF HEIGHT TO LENGTH. ANY EARTHWORK STOCKPILE, EVEN LESS THAN 6 FEET, MUST BE REMOVED WITHIN 7 DAYS OF CITY NOTIFICATION IF DUST SUPPRESSION EFFORTS FAIL TO MAINTAIN SATISFACTORY AIRBORNE CONTAMINANT CONTROL.
14. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH THE CHANDLER TRAFFIC BARRICADE MANUAL.
15. THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS FOR CLEANING TRUCKS AND/OR OTHER EQUIPMENT OF MUD PRIOR TO ENTERING PUBLIC STREETS, AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO CLEAN STREETS, ALLAY DUST, AND TAKE WHATEVER MEASURES ARE NECESSARY TO INSURE THAT ALL ROADS ARE MAINTAINED IN A CLEAN, MUD AND DUST-FREE CONDITION AT ALL TIMES.
16. AN APPROVED SET OF PLANS SHALL BE MAINTAINED ON THE JOB SITE AT ALL TIMES THAT WORK IS IN PROGRESS. DEVIATION FROM THE PLANS SHALL NOT BE ALLOWED WITHOUT AN APPROVED PLAN REVISION.
17. SETBACKS FOR UTILITY POLES, STRUCTURES, AND OTHER SIMILAR FACILITIES GREATER THAN 18" IN HEIGHT SHALL BE 5.5' BACK OF CURB. IN CASES WHERE THE FACILITIES ARE ADJACENT TO A DECELERATION LANE OR BUS BAY, THE SETBACK CAN BE REDUCED TO 2.5' BACK OF CURB.
18. STREETLIGHTS SHALL USE LED LUMINAIRES CONTROLLED BY INDIVIDUAL PHOTOCELLS, MOUNTED ON STEEL POLES PER CITY OF CHANDLER DETAIL C-751-1, C751-2, AND C751-3.
19. ALL LUMINAIRES SHALL BE CITY OF CHANDLER APPROVED LUMINAIRES.
20. ALL STREETLIGHT POLES SHALL HAVE A MINIMUM SETBACK OF 2.5' FROM BACK OF CURB, AND A 1' CLEARANCE FROM EXISTING OR PROPOSED SIDEWALK.
21. ALL JUNCTION BOXES SHALL BE INSTALLED AT FINISH GRADE AND SHALL BE ADJACENT TO EACH POLE PER DETAIL C-757-1 AND C-758.
22. STREETLIGHT CONDUCTORS SHALL BE NO. 12 AWG SOLID SOFT-DRAWN COPPER AND BEAR THE UL LABEL EXCEPT FOR GREEN GROUNDING. GREEN GROUND SHALL BE NO. 8 AWG. INSULATION SHALL BE TYPE THWN.
23. CONCRETE BASES ARE REQUIRED FOR ALL STREETLIGHTS. CONCRETE FOR POLE FOUNDATIONS SHALL BE CLASS A (3000#) AND CONFORM TO SECTION 725 OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (MAG SPECIFICATIONS)
24. CONDUIT SHALL BE INSTALLED BETWEEN POLES AND JUNCTION BOXES IN ALL AREAS AS SHOWN ON DETAIL C-758. CONDUIT REQUIRED FOR STREET, ALLEY OR DRIVEWAY CROSSINGS SHOULD BE 2-1/2", SCHEDULE 40 POLYVINYL CHLORIDE FOR ALL INSTALLATIONS. CONTRACTOR TO COORDINATE TRENCHING REQUIREMENTS WITH THE APPROPRIATE UTILITY COMPANY AND ALSO MEET CITY OF CHANDLER MINIMUM COVERAGE REQUIREMENTS.
25. CONDUIT RUNS BETWEEN STREETLIGHT POLE AND JUNCTION BOX SHALL BE 1". THE CONDUIT SHALL BE EITHER 1" SCHEDULE 40 POLYVINYL CHLORIDE OR LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT THAT CONFORMS TO THE INSTALLATION AND USE SPECIFICATIONS SET FORTH IN THE 2011 NATIONAL ELECTRICAL CODE, SECTION 351.
26. THE CONTRACTOR SHALL AFFIX A STREETLIGHT NUMBER ON EACH POLE AS SHOWN ON THE JOB ORDER PLAN PRIOR TO FINAL INSPECTION ACCORDING TO DETAIL SL-3B
27. THE CONTRACTOR WILL CONNECT AND ENERGIZE EACH STREETLIGHT IN THE JUNCTION BOX UTILIZING THE CONNECTORS IN PLACE AS SHOWN ON COC DETAIL C-758.
28. STREET LIGHT CONDUCTOR TRENCHES WILL NOT BE BACKFILLED UNTIL INSPECTED AND APPROVED BY OFFSITE INSPECTOR.
29. ANY VARIANCE TO AN APPROVED LUMINAIRE SHALL REQUIRE A NEW DESIGN ACCOMPANIED WITH POINT-TO-POINT LIGHTING CALCULATIONS AT TEN FOOT INTERVALS INDICATING MAINTAINED FOOTCANDLE LEVELS BETWEEN LUMINAIRES AND ACROSS THE WIDTH OF THE ROADWAY FOR APPROVAL BY THE CITY ENGINEER.
30. THE JUNCTION BOX NEAREST A POLE SHALL BE LOCATED INSIDE THE PUBLIC RIGHT-OF-WAY OR IN A PUBLIC UTILITY EASEMENT UNLESS OTHERWISE DIRECTED.
31. THE DESIGN HEREIN IS IN CONFORMANCE WITH APPENDIX A OF THE STREETLIGHT STANDARDS.

STREETLIGHT NOTES (SRP):

1. INSTALLATION PER CITY OF CHANDLER STREET LIGHTING STANDARDS AND SPECIFICATIONS.
2. THE CONSTRUCTION CONTRACTOR WILL COORDINATE HIS WORK WITH THE SRP LIGHTING DIVISION PRIOR TO THE START OF CONSTRUCTION.
3. POLES WILL NOT BE SET UNTIL SRP CONDUCTOR IS IN PLACE.
4. STREET LIGHT CONDUCTOR TRENCHES WILL NOT BE BACKFILLED UNTIL INSPECTED AND APPROVED BY OFFSITE INSPECTOR.
5. ANY VARIANCE TO AN APPROVED LUMINAIRE SHALL REQUIRE A NEW DESIGN ACCOMPANIED WITH POINT-TO-POINT LIGHTING CALCULATIONS AT TEN FOOT INTERVALS INDICATING MAINTAINED FOOT-CANDLE LEVELS BETWEEN LUMINAIRES AND ACROSS THE WIDTH OF THE ROADWAY FOR APPROVAL BY THE CITY ENGINEER.
6. POLES SHALL BE SET NO CLOSER THAN TWO AND ONE-HALF (2½) FEET FROM BACK OF CURB.
7. THE JUNCTION BOX NEAREST A POLE SHALL BE LOCATED OUT OF THE PUBLIC RIGHT-OF-WAY IN A PUBLIC UTILITY EASEMENT UNLESS OTHERWISE DIRECTED.
8. CONTRACTOR SHALL ENSURE STREETLIGHT OUTAGE TO NO MORE THAN 3 CALENDAR DAYS.

CONSTRUCTION NOTES

1. Furnish & Install Street Light 10" X 15" Junction Box Per City of Chandler Detail No. C-757-3.
2. Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40), Pole, Single Davit Mast Arm And Foundation Per COC UDM, Std C-751-1, C751-2, C751-3, And C-757-1. Luminaire To Have 35'-6" Mounting Height.
3. Remove Existing Luminaire. Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40) On Existing Pole And Connect For Complete System.
4. Remove & Salvage Existing Pole, Fixture, Pull Box & Conductors, Abandon Conduit In Place, & Remove Existing Foundation Completely.
5. Pole And LED Fixture Installed By Developer Waterston.
6. Existing Pole And LED Fixture To Remain In Place.
7. Pole And LED Fixture Installed By Developer Old Stone Ranch.
8. Direct Bury Pole, Fixture And Mast Arm To Be Removed and Salvaged And Returned To The City Of Chandler.
9. Furnish & Install New 1" Sch. 40 PVC Conduit From Existing SRP Pull Box To New Street Light Pole.

ACRONYM/ABBREVIATION DESCRIPTIONS

COC	CITY OF CHANDLER
HPS	HIGH-PRESSURE SODIUM
LED	LIGHT EMITTING DIODE
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
N.T.S.	NOT TO SCALE
PVC	POLYVINYL CHLORIDE
SRP	SALT RIVER PROJECT
STD	STANDARD
TDM	TECHNICAL DESIGN MANUAL

I HEREBY CERTIFY THAT SETBACKS FOR STREETLIGHTS ON ALL STREETS SHALL BE A MINIMUM OF 2.5 FEET BACK OF CURB AND 1 FOOT FROM SIDEWALKS.

REGISTERED CIVIL ENGINEER: _____
SIGNATURE DATE: _____
REGISTRATION NUMBER: _____
EXPIRATION DATE:: _____
FIRM NAME: _____

APPROVED

TRANSPORTATION ENGINEER: _____
DATE: _____
DEVELOPMENT SERVICES MANAGER: _____
DATE: _____

UTILITY JOB DETAILS

SRP/APS JOB ORDER NUMBER: _____
DDC/DESIGNERS: _____
JOB NAME: _____
JOB ADDRESS: _____
TYPE (HYPE, LED, OTHER): _____
NEW OR EXISTING CABINET: _____
EXISTING CABINET NUMBER: _____
CONSUMPTION (SYSTEM WATTS): _____

LIGHTING LEGEND

SYMBOL	TYPE	QTY	MODEL #
	PROPOSED LED STREET LIGHT - DISTRIBUTION TYPE II - 93 WATT FIXTURE, 12000 LUMENS	74	GE ERL1-0-12-E5-40
	EXISTING LED FIXTURE INSTALLED BY DEVELOPER	9	CONTACT DEVELOPER
	EXISTING STREET LIGHT	9	EXISTING STREET LIGHT
	STREET LIGHT INSTALLED BY DEVELOPER	4	CONTACT DEVELOPER

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

No.	REVISIONS	DATE	BY
1	BID QUESTIONS	7/25/24	MAC

Kimley»Horn
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7740 N. 16th STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

Registered Professional Engineer (Civil) CERTIFICATE NO. 50368 Michael A. Colombo Date Signed 07/25/24 ARIZONA, U.S.A.
Expires 12/31/24

SCALE (H):	N/A	DESIGNED BY:	MAC
SCALE (V):	N/A	DRAWN BY:	DTC
		CHECKED BY:	PMS
		DATE:	07/2024

CITY OF CHANDLER
CHANDLER HEIGHTS RD IMPROVEMENTS
STREET LIGHTING GENERAL NOTES AND LEGEND

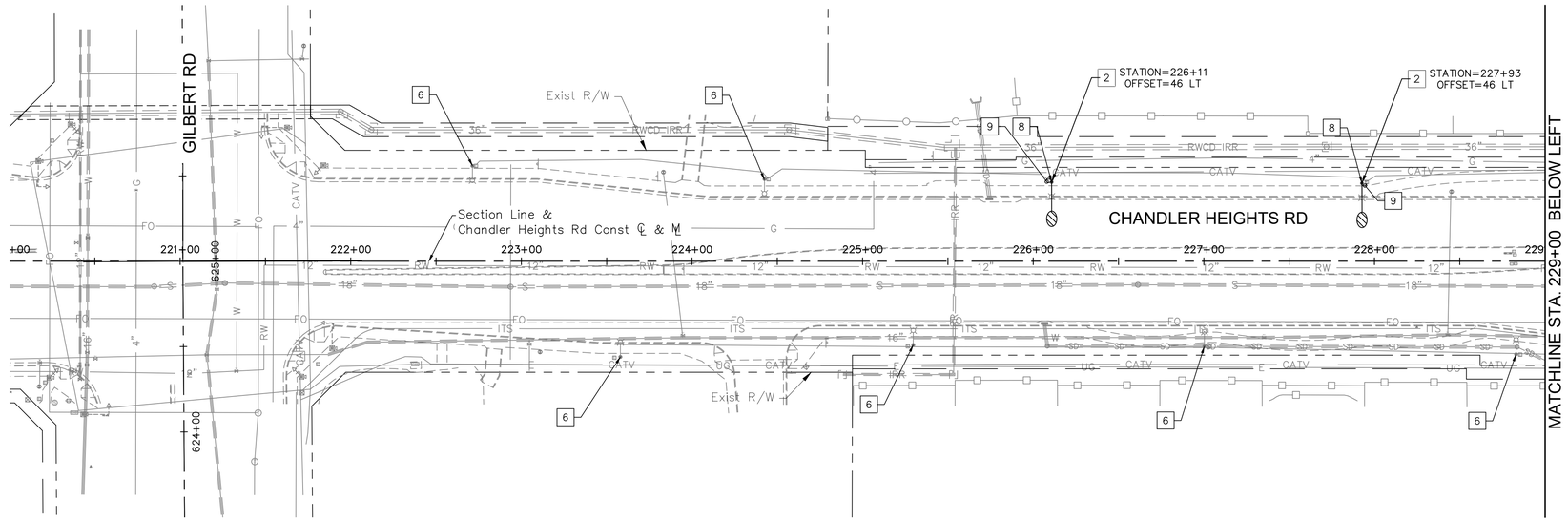
CITY PROJECT NO. ST1804.401
FEDERAL NO. CHN-0(244)D
ADOT NO. T0203 01C

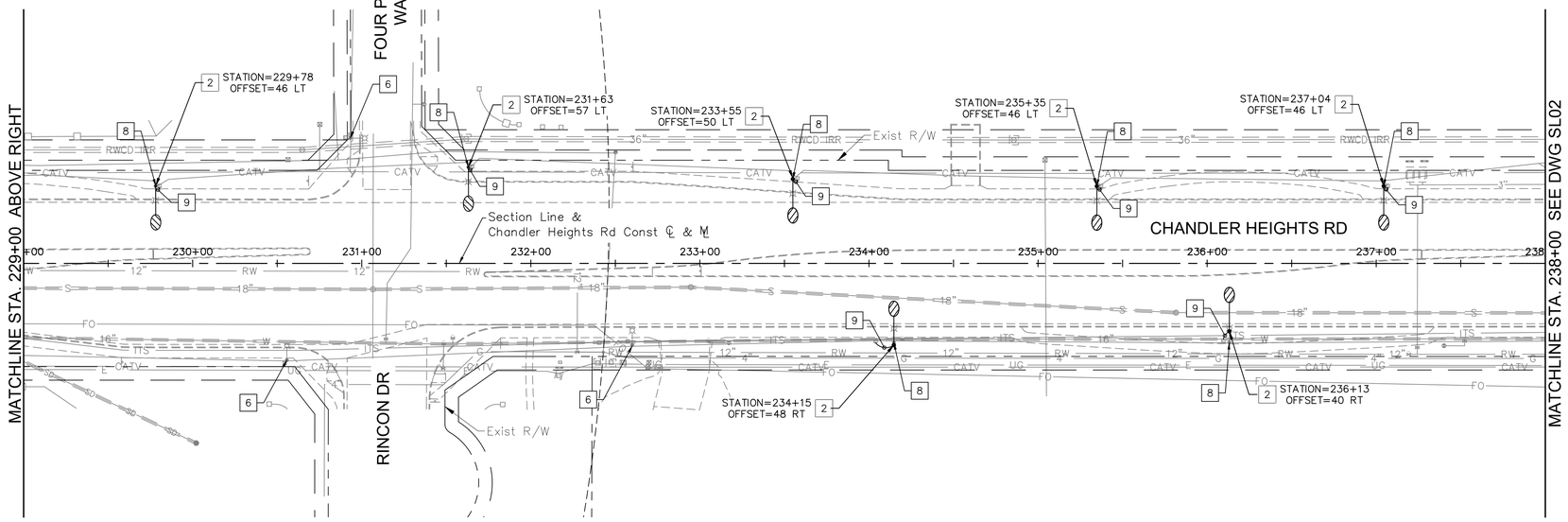
SHEET DWG
SL00

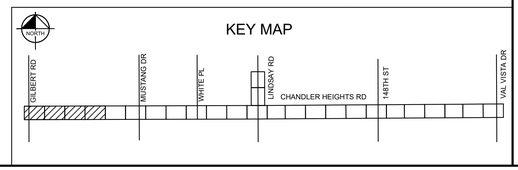
77 OF 135

C.O.C. LOG NO. CIV 18-0168 CHANDLER HEIGHTS ROAD IMPROVEMENTS

Plotted By: Lau, Christian Sheet Set: CHANDLER HEIGHTS RD IMPROVEMENTS Layout: SL00 July 25, 2024 01:26:56pm K:\phx_roadway\Y91466010-chandler heights rd-gilbert to val vista\Road\12-sheets\Y91466010_SL00.dwg







GRAPHIC SCALE IN FEET
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CONSTRUCTION NOTES

	DESCRIPTION		
1	Furnish & Install Street Light 10" X 15" Junction Box Per City of Chandler Detail No. C-757-3	0	EA
2	Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40), Pole, Single Davit Mast Arm And Foundation Per COC UDM, Std C-751-1, C751-2, C751-3, And C-757-1. Luminaire To Have 35'-6" Mounting Height. ⚠1	9	EA
3	Remove Existing Luminaire. Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40) On Existing Pole And Connect For Complete System.	0	EA
4	Remove & Salvage Existing Pole, Fixture, Pull Box & Conductors, Abandon Conduit In Place, & Remove Existing Foundation Completely.	0	EA
5	Pole And LED Fixture Installed By Developer Waterston. ⚠1	0	EA
6	Existing Pole And LED Fixture To Remain In Place.	9	EA
7	Pole And LED Fixture Installed By Developer Old Stone Ranch	0	EA
8	Direct Bury Pole, Fixture And Mast Arm To Be Removed and Salvaged And Returned To The City Of Chandler.	9	EA
9	Furnish & Install New 1" Sch. 40 PVC Conduit From SRP Pull Box To New Street Light Pole.	135 ⚠1	LF

No.	REVISIONS	DATE	BY
1	BID QUESTIONS	7/25/24	MAC

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PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

Registered Professional Engineer (Electrical) CERTIFICATE NO. 50368 Michael A. Colombo Date Signed 07/25/24 ARIZONA U.S.A.
Expires 12/31/24

SCALE (H):	1"=40'
SCALE (V):	N/A
DESIGNED BY:	MAC
DRAWN BY:	DTC
CHECKED BY:	PMS
DATE:	07/2024

CITY OF CHANDLER
CHANDLER HEIGHTS RD IMPROVEMENTS
STREET LIGHTING PLANS
STA 220+00 TO STA 238+00

CITY PROJECT NO.
ST1804.401
FEDERAL NO.
CHN-0(244)D
ADOT NO. T0203 01C

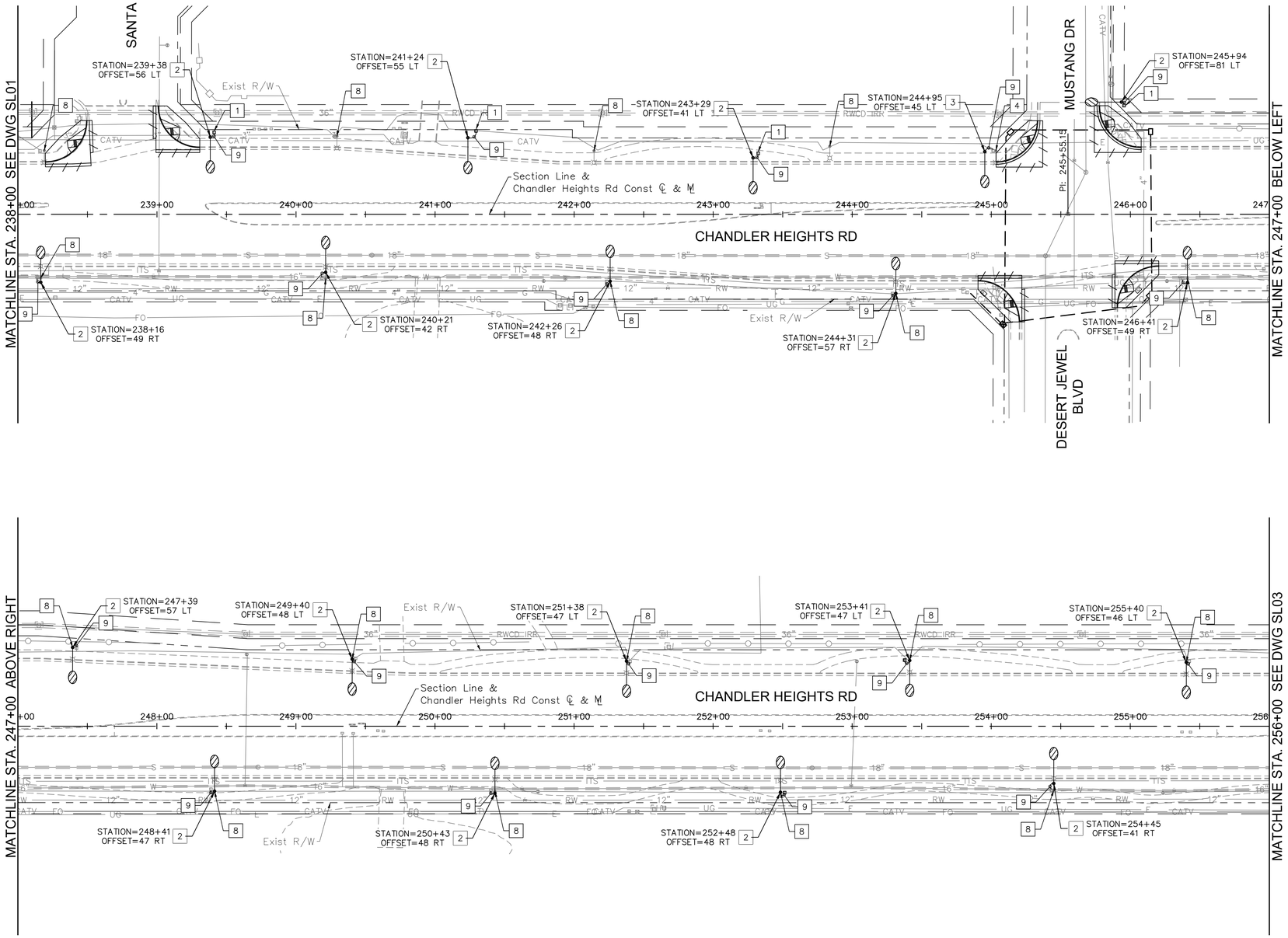
SHEET DWG
SL01

78 OF 135

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

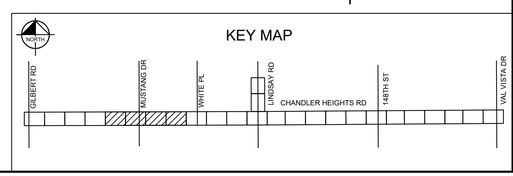
C.O.C. LOG NO. CIV 18-0168 CHANDLER HEIGHTS ROAD IMPROVEMENTS

Plotted By: Lee, Christian Sheet Set: CHANDLER HEIGHTS RD IMPROVEMENTS Layout: SL01 July 25, 2024 10:30:33am K:\phx_roadway\191466010-chandler heights rd-gilbert to val vista\Cadd\2-sheets\191466010_SL01.dwg



CONSTRUCTION NOTES

	DESCRIPTION		
1	Furnish & Install Street Light 10" X 15" Junction Box Per City of Chandler Detail No. C-757-3	4	EA
2	Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40), Pole, Single Davit Mast Arm And Foundation Per COC UDM, Std C-751-1, C751-2, C751-3, And C-757-1. Luminaire To Have 35'-6" Mounting Height.	18 ⚠1	EA
3	Remove Existing Luminaire. Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40) On Existing Pole And Connect For Complete System.	1	EA
4	Remove & Salvage Existing Pole, Fixture, Pull Box & Conductors, Abandon Conduit In Place, & Remove Existing Foundation Completely.	1	EA
5	Pole And LED Fixture Installed By Developer Waterston. ⚠1	0	EA
6	Existing Pole And LED Fixture To Remain In Place.	0	EA
7	Pole And LED Fixture Installed By Developer Old Stone Ranch	0	EA
8	Direct Bury Pole, Fixture And Mast Arm To Be Removed and Salvaged And Returned To The City Of Chandler.	18	EA
9	Furnish & Install New 1" Sch. 40 PVC Conduit From SRP Pull Box To New Street Light Pole.	285 ⚠1	LF



GRAPHIC SCALE IN FEET
0 20 40 80

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In Maricopa County: (602) 263-1100

No.	REVISIONS	DATE	BY
1	BID QUESTIONS	7/25/24	MAC

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PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

Registered Professional Engineer (Civil) CERTIFICATE NO. 50368 Michael A. Colombo Date Signed 07/25/24 ARIZONA U.S.A.
Expires 12/31/24

SCALE (H):	1"=40'
SCALE (V):	N/A
DESIGNED BY:	MAC
DRAWN BY:	DTC
CHECKED BY:	PMS
DATE:	07/2024

CITY OF CHANDLER
CHANDLER HEIGHTS RD IMPROVEMENTS
STREET LIGHTING PLANS
STA 238+00 TO STA 256+00

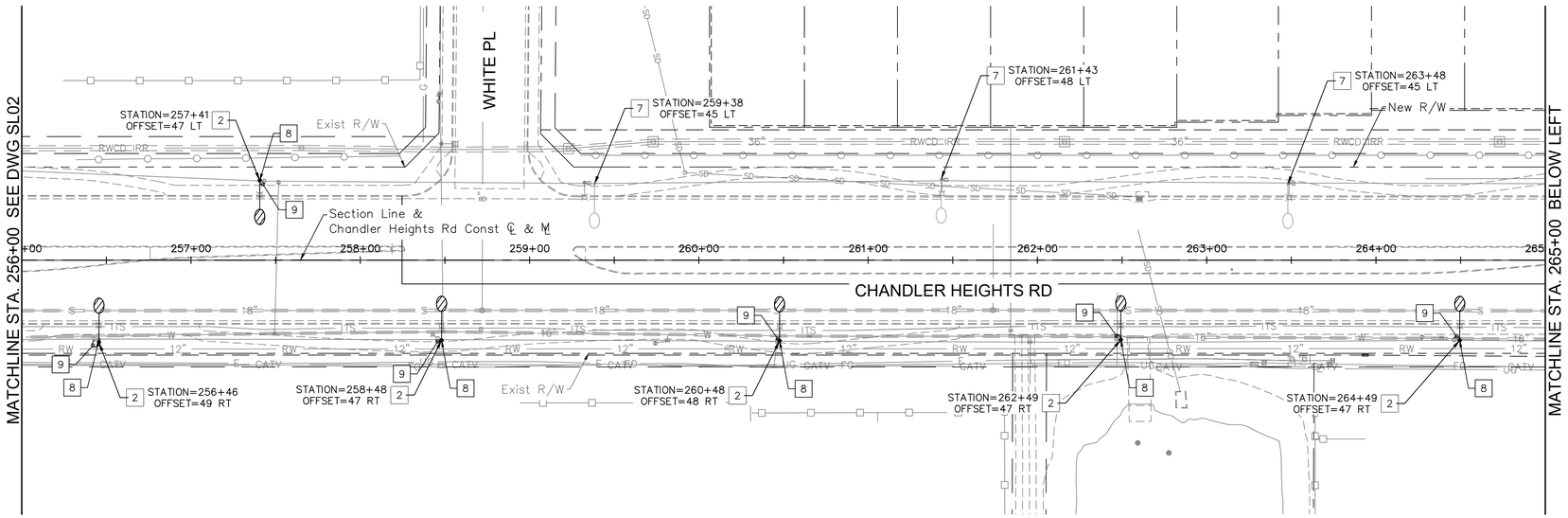
CITY PROJECT NO.
ST1804.401
FEDERAL NO.
CHN-0(244)D
ADOT NO. T0203 01C

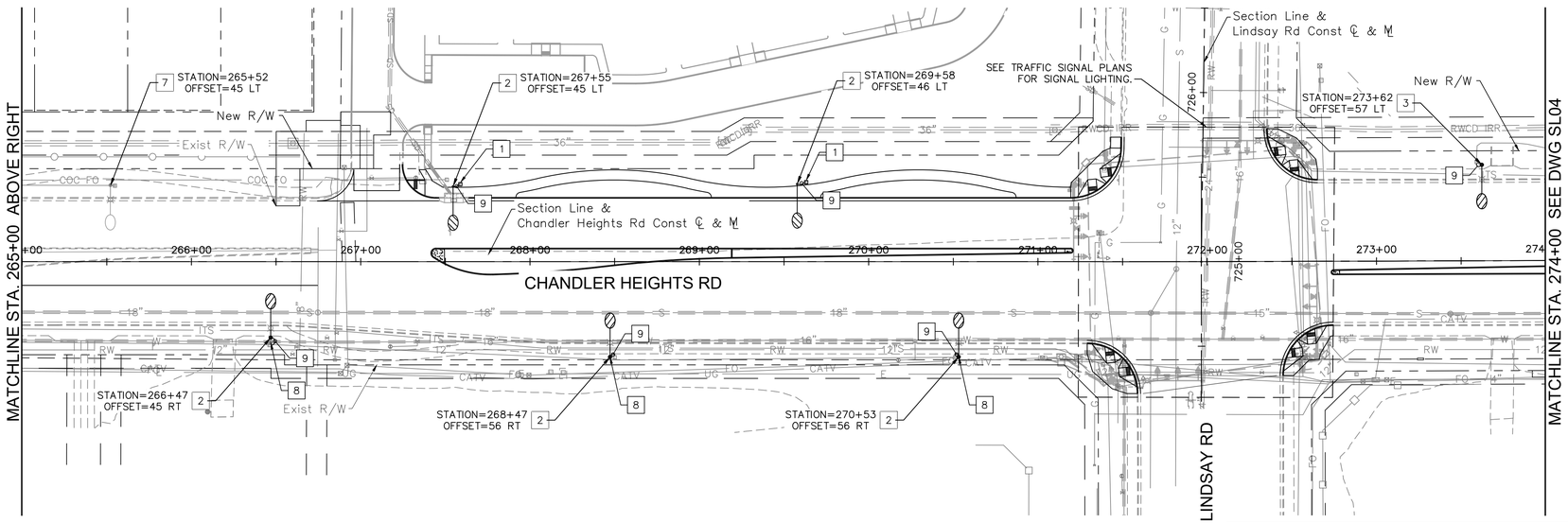
SHEET DWG
SL02

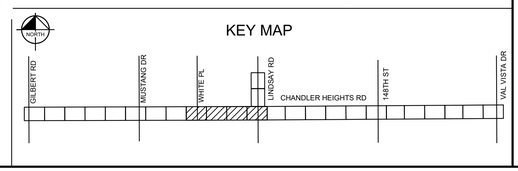
79 OF 135

C.O.C. LOG NO. CIV 18-0168 CHANDLER HEIGHTS ROAD IMPROVEMENTS

Plotted By: Leu, Christian Sheet Set: CHANDLER HEIGHTS RD IMPROVEMENTS Layout: SL02 July 25, 2024 10:30:56am K:\phx_roadway\191466010-chandler heights rd-gilbert to val vista\Road\12-sheets\191466010_SL02.dwg







GRAPHIC SCALE IN FEET
0 20 40 80

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ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

CONSTRUCTION NOTES

	DESCRIPTION		
1	Furnish & Install Street Light 10" X 15" Junction Box Per City of Chandler Detail No. C-757-3	2	EA
2	Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40), Pole, Single Davit Mast Arm And Foundation Per COC UDM, Std C-751-1, C751-2, C751-3, And C-757-1. Luminaire To Have 35'-6" Mounting Height. ⚠1	11	EA
3	Remove Existing Luminaire. Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40) On Existing Pole And Connect For Complete System.	1	EA
4	Remove & Salvage Existing Pole, Fixture, Pull Box & Conductors, Abandon Conduit In Place, & Remove Existing Foundation Completely.	0	EA
5	Pole And LED Fixture Installed By Developer Waterston. ⚠1	0	EA
6	Existing Pole And LED Fixture To Remain In Place.	0	EA
7	Pole And LED Fixture Installed By Developer Old Stone Ranch	4	EA
8	Direct Bury Pole, Fixture And Mast Arm To Be Removed and Salvaged And Returned To The City Of Chandler.	9	EA
9	Furnish & Install New 1" Sch. 40 PVC Conduit From SRP Pull Box To New Street Light Pole.	180 ⚠1	LF

No.	BID QUESTIONS / REVISIONS	DATE	BY
1		7/25/24	MAC

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PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

Registered Professional Engineer (Civil) CERTIFICATE NO. 50368 Michael A. Colombo Date Signed 07/25/24 ARIZONA U.S.A.
Expires 12/31/24

SCALE (H):	1"=40'		
SCALE (V):	N/A		
DESIGNED BY:	MAC		
DRAWN BY:	DTC		
CHECKED BY:	PMS		
DATE:	07/2024		

CITY OF CHANDLER
CHANDLER HEIGHTS RD IMPROVEMENTS
STREET LIGHTING PLANS
STA 256+00 TO STA 274+00

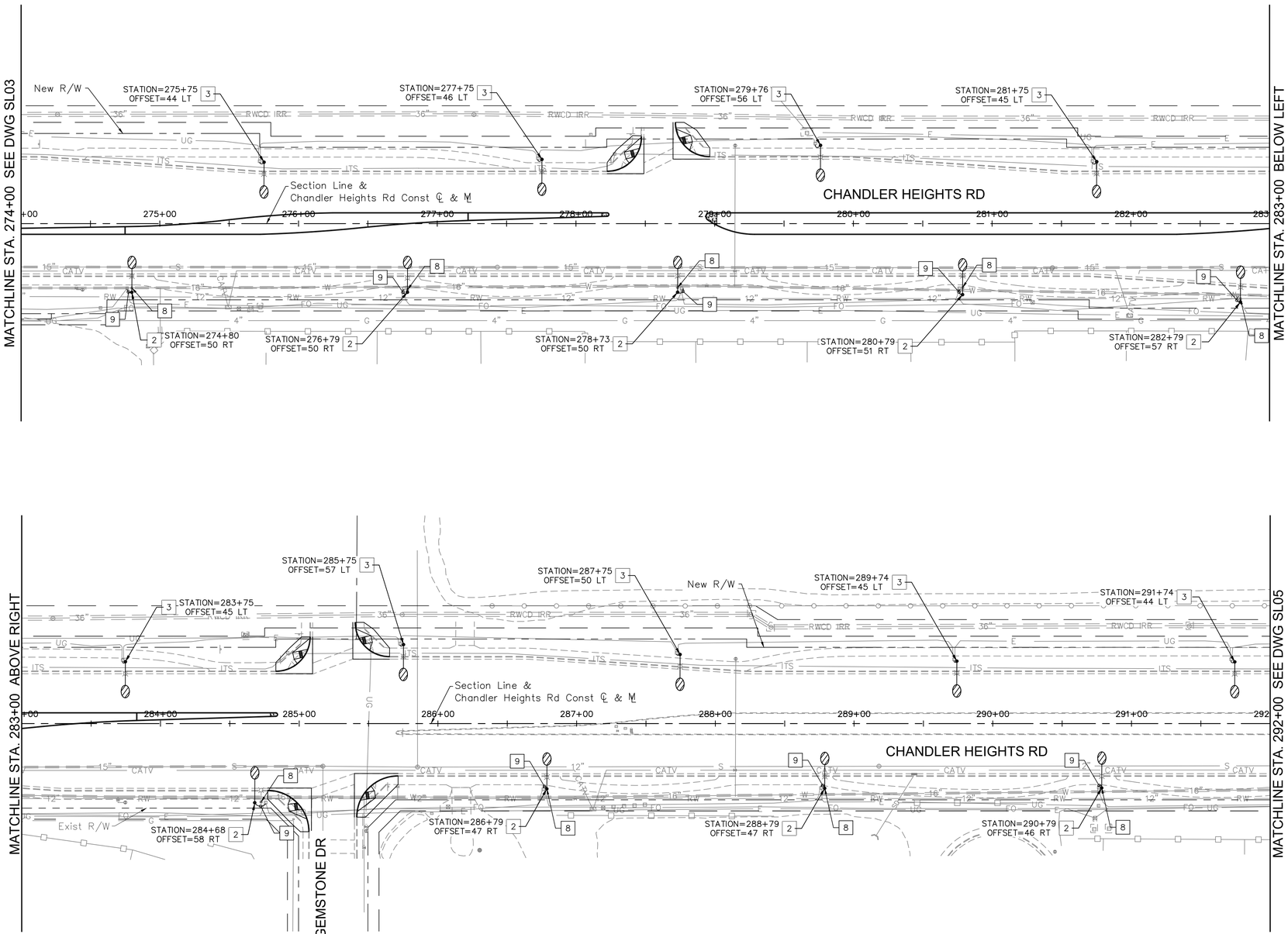
CITY PROJECT NO.
ST1804.401
FEDERAL NO.
CHN-0(244)D
ADOT NO. T0203 01C

SHEET DWG
SL03

80 OF 135

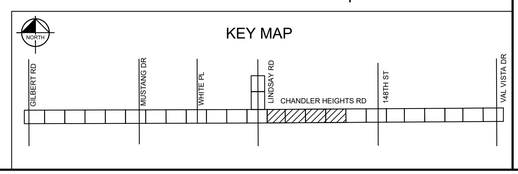
C.O.C. LOG NO. CIV 18-0168 CHANDLER HEIGHTS ROAD IMPROVEMENTS

Plotted By: Leu, Christian Sheet Set: CHANDLER HEIGHTS RD IMPROVEMENTS Layout: SL03 July 25, 2024 10:36:35am K:\phx_roadway\191466010-chandler heights rd-gilbert to val vista\Road\12-sheets\191466010_SL03.dwg



CONSTRUCTION NOTES

	DESCRIPTION		
1	Furnish & Install Street Light 10" X 15" Junction Box Per City of Chandler Detail No. C-757-3	0	EA
2	Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40), Pole, Single Davit Mast Arm And Foundation Per COC UDM, Std C-751-1, C751-2, C751-3, And C-757-1. Luminaire To Have 35'-6" Mounting Height. ⚠1	9	EA
3	Remove Existing Luminaire. Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40) On Existing Pole And Connect For Complete System.	9	EA
4	Remove & Salvage Existing Pole, Fixture, Pull Box & Conductors, Abandon Conduit In Place, & Remove Existing Foundation Completely.	0	EA
5	Pole And LED Fixture Installed By Developer Waterston. ⚠1	0	EA
6	Existing Pole And LED Fixture To Remain In Place.	0	EA
7	Pole And LED Fixture Installed By Developer Old Stone Ranch	0	EA
8	Direct Bury Pole, Fixture And Mast Arm To Be Removed and Salvaged And Returned To The City Of Chandler.	9	EA
9	Furnish & Install New 1" Sch. 40 PVC Conduit From SRP Pull Box To New Street Light Pole.	135 ⚠1	LF



GRAPHIC SCALE IN FEET
0 20 40 80

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

No.	BID QUESTIONS / REVISIONS	DATE	BY
1		7/25/24	MAC

Kimley»Horn
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
7740 N. 16th STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

Registered Professional Engineer (Not Certified)
CERTIFICATE NO.
50368
Michael A. Colombo
Date Signed 07/12/2024
ARIZONA U.S.A.
Expires 12/31/24

SCALE (H):	1"=40'
SCALE (V):	N/A
DESIGNED BY:	MAC
DRAWN BY:	DTC
CHECKED BY:	PMS
DATE:	07/2024

CITY OF CHANDLER
CHANDLER HEIGHTS RD IMPROVEMENTS
STREET LIGHTING PLANS
STA 274+00 TO STA 292+00

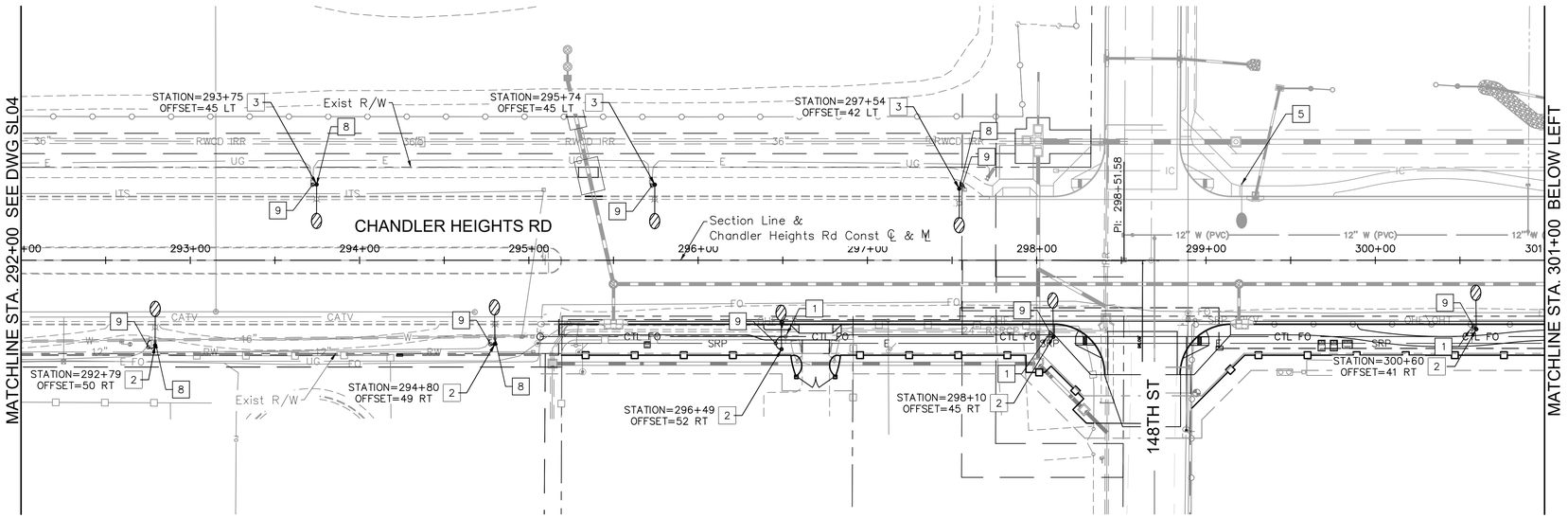
CITY PROJECT NO.
ST1804.401
FEDERAL NO.
CHN-0(244)D
ADOT NO. T0203 01C

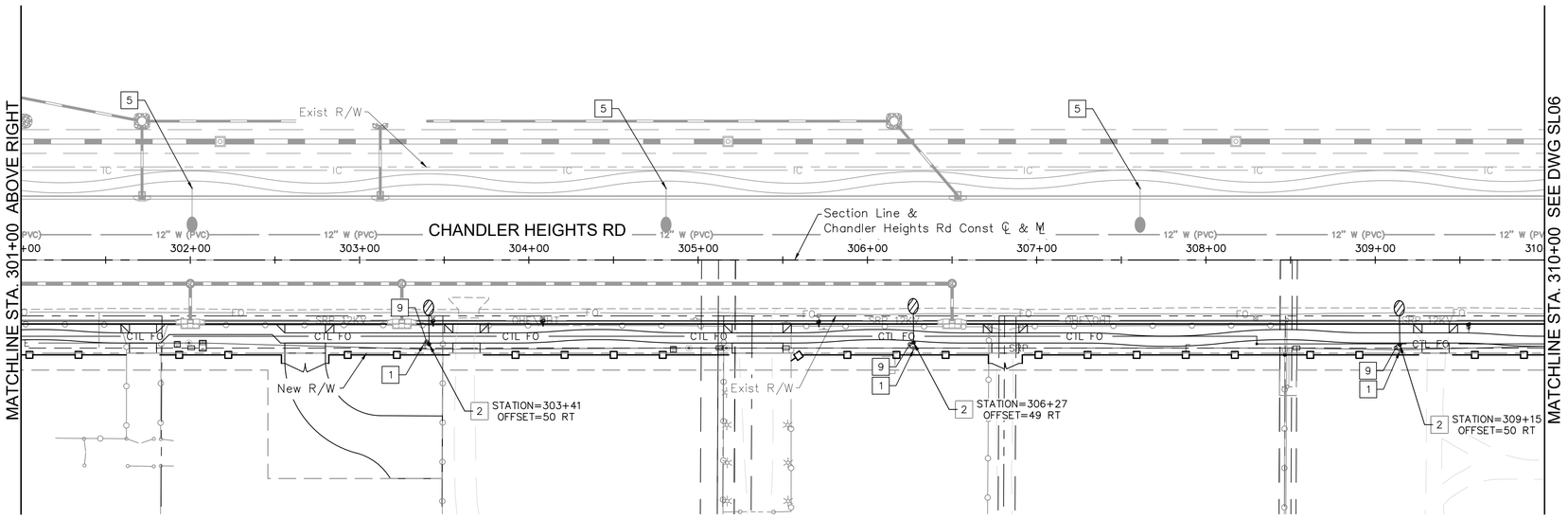
SHEET DWG
SL04

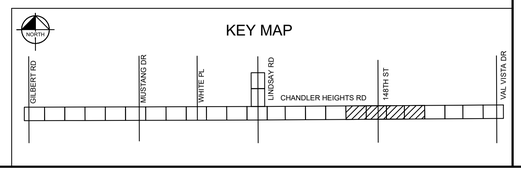
81 OF 135

C.O.C. LOG NO. CIV 18-0168 CHANDLER HEIGHTS ROAD IMPROVEMENTS

Plotted By: Leu, Christian Sheet Set: CHANDLER HEIGHTS RD IMPROVEMENTS Layout: SL04 July 25, 2024 10:32:10am K:\phx_roadway\191466010-chandler heights rd-gilbert to val vista\Cadd\2-sheets\191466010_SL04.dwg







CONSTRUCTION NOTES

	DESCRIPTION		
1	Furnish & Install Street Light 10" X 15" Junction Box Per City of Chandler Detail No. C-757-3	6	EA
2	Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40), Pole, Single Davit Mast Arm And Foundation Per COC UDM, Std C-751-1, C751-2, C751-3, And C-757-1. Luminaire To Have 35'-6" Mounting Height.	8	EA
3	Remove Existing Luminaire. Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40) On Existing Pole And Connect For Complete System.	3	EA
4	Remove & Salvage Existing Pole, Fixture, Pull Box & Conductors, Abandon Conduit In Place, & Remove Existing Foundation Completely.	0	EA
5	Pole And LED Fixture Installed By Developer Waterston.	4	EA
6	Existing Pole And LED Fixture To Remain In Place.	0	EA
7	Pole And LED Fixture Installed By Developer Old Stone Ranch	0	EA
8	Direct Bury Pole, Fixture And Mast Arm To Be Removed and Salvaged And Returned To The City Of Chandler.	4	EA
9	Furnish & Install New 1" Sch. 40 PVC Conduit From SRP Pull Box To New Street Light Pole.	165	LF

GRAPHIC SCALE IN FEET
0 20 40 80

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ARIZONA 811
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In Maricopa County: (602) 263-1100

No.	REVISIONS	DATE	BY
1	BID QUESTIONS	7/25/24	MAC

Kimley»Horn

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7740 N. 16th STREET, SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500 FAX: 602-944-7423
WWW.KIMLEY-HORN.COM

Registered Professional Engineer (Electrical)
CERTIFICATE NO. 50368
Michael A. Colombo
Date Signed 07/25/24
ARIZONA U.S.A.
Expires 12/31/24

SCALE (H):	1"=40'
SCALE (V):	N/A
DESIGNED BY:	MAC
DRAWN BY:	DTC
CHECKED BY:	PMS
DATE:	07/2024

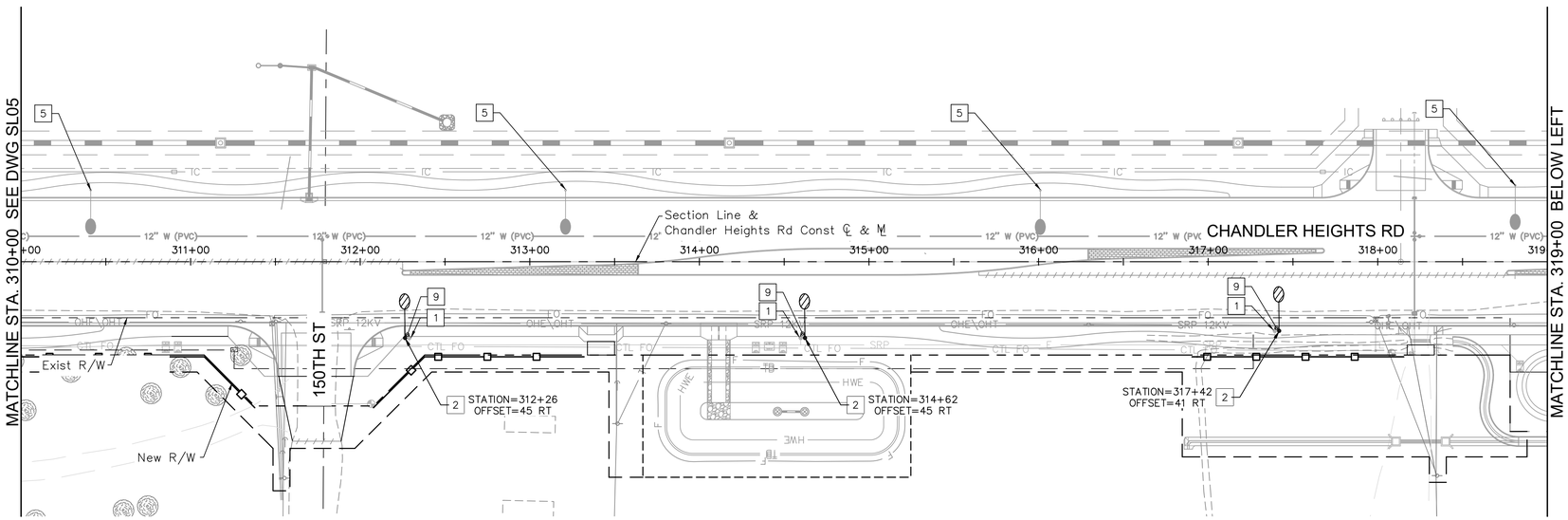
CITY OF CHANDLER
CHANDLER HEIGHTS RD IMPROVEMENTS
STREET LIGHTING PLANS
STA 292+00 TO STA 310+00

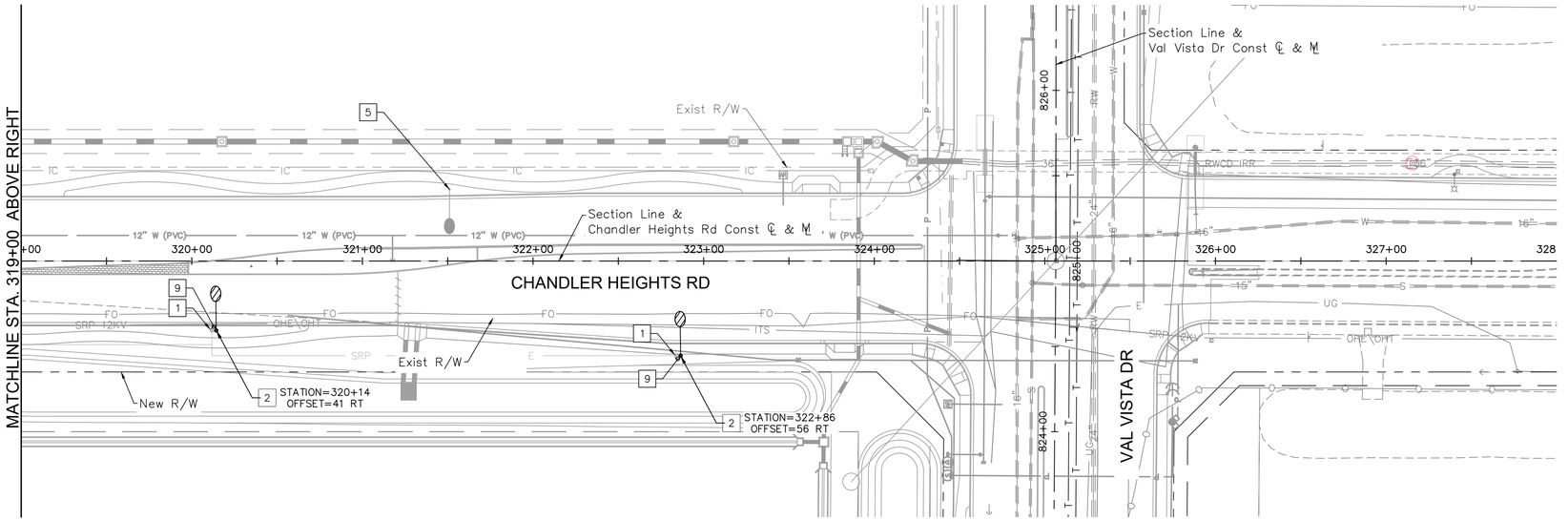
CITY PROJECT NO.
ST1804.401
FEDERAL NO.
CHN-0(244)D
ADOT NO. T0203 01C

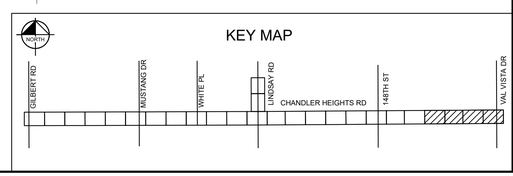
SHEET DWG
SL05

C.O.C. LOG NO. CIV 18-0168 CHANDLER HEIGHTS ROAD IMPROVEMENTS

Plotted By:Leu, Christian Sheet Set:CHANDLER HEIGHTS RD IMPROVEMENTS Layout:SL05 July 25, 2024 10:32:43am K:\phx_roadway\191466010-chandler heights rd-gilbert to val vista\Cadd\12-sheets\191466010_SL05.dwg







CONSTRUCTION NOTES

	DESCRIPTION		
1	Furnish & Install Street Light 10" X 15" Junction Box Per City of Chandler Detail No. C-757-3	5	EA
2	Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40), Pole, Single Davit Mast Arm And Foundation Per COC UDM, Std C-751-1, C751-2, C751-3, And C-757-1. Luminaire To Have 35'-6" Mounting Height.	5	EA
3	Remove Existing Luminaire. Furnish & Install 93 Watt Type II LED Luminaire (GE ERL1-0-12-E5-40) On Existing Pole And Connect For Complete System.	0	EA
4	Remove & Salvage Existing Pole, Fixture, Pull Box & Conductors, Abandon Conduit In Place, & Remove Existing Foundation Completely.	0	EA
5	Pole And LED Fixture Installed By Developer Waterston.	5	EA
6	Existing Pole And LED Fixture To Remain In Place.	0	EA
7	Pole And LED Fixture Installed By Developer Old Stone Ranch	0	EA
8	Direct Bury Pole, Fixture And Mast Arm To Be Removed and Salvaged And Returned To The City Of Chandler.	0	EA
9	Furnish & Install New 1" Sch. 40 PVC Conduit From SRP Pull Box To New Street Light Pole.	75	LF

GRAPHIC SCALE IN FEET
0 20 40 80

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No.	REVISIONS	DATE	BY
1	BID QUESTIONS	7/25/24	MAC

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Registered Professional Engineer
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SCALE (H):	1"=40'	DESIGNED BY:	MAC
SCALE (V):	N/A	DRAWN BY:	DTC
		CHECKED BY:	PMS
		DATE:	07/2024

CITY OF CHANDLER
CHANDLER HEIGHTS RD IMPROVEMENTS
STREET LIGHTING PLANS
STA 310+00 TO STA 328+00

CITY PROJECT NO.
ST1804.401
FEDERAL NO.
CHN-0(244)D
ADOT NO. T0203 01C

SHEET DWG
SL06

83 OF 135

C.O.C. LOG NO. CIV 18-0168 CHANDLER HEIGHTS ROAD IMPROVEMENTS

Plotted By: Lou Christon Sheet Set: CHANDLER HEIGHTS RD IMPROVEMENTS Layout: SL06 July 25, 2024 10:33:11am K:\phx_roadwy\191466010-chandler heights rd-gilbert to val vista\Cadd\12-sheets\191466010_SL06.dwg

Items No. 181 and 182
Additions to the
Technical Specifications

ITEM NO. 181 3-1¼ IN INNERDUCT CONDUIT (HDPE)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary for the installation of HDPE innerduct conduit in accordance with the plans.

Materials:

Innerduct conduit shall be made of HDPE, and of the color specified in the project plans. If color is not specified in the project documents, innerduct exterior color shall be black, and two unique colors.

HDPE conduit will have a minimum rating of SDR 11. It will have a cell classification of PE334470C (for black conduit) and PE334470E (for colored conduit) per ASTM 3350: Standard Specification for Polyethylene Pipe and Fittings Materials.

The polyethylene base resin will meet the density requirement and melt index properties described herein. The density will not be less than 0.940 and not more than 0.955 g/CM3 in accordance with ASTM D 1505: Standard Test Method for Density of Plastics by the Density-Gradient Technique. The range for the melt index will be between 0.05 to 0.5g/10 minutes in accordance with ASTM D 1238: Standard Test Method for Melt Flow Rates of Thermoplastics by Extrusion Plastometer. The HDPE conduit will have a minimum Flexural Modulus, of 80,000 psi, per ASTM D 790 and a minimum tensile strength at yield of 3,000 psi, per ASTM D-638.

Additives to the base resin will be included to provide heat stabilization, oxidation prevention and ultraviolet (UV) protection. It will utilize carbon black in the range of 2 to 3 percent for long term protection against UV degradation. The minimum protection period will be one year from date of manufacture in unprotected, outdoor storage in accordance with ASTM D 1603: Standard Test Method for Carbon Black in Olefin Plastics.

HDPE conduit and fittings will comply with ASTM D 2241 and ASTM-F2160-01.

The Contractor will provide City Representatives with the manufacturer's certification of analysis and compliance showing that HDPE conduit meets these specifications.

Construction Requirements:

All construction will be performed in accordance with the Project Plans. Where not included in these Technical Specifications or other referenced specifications, the work under this item will be installed per Section 732-3 of the ADOT Standard Specifications.

Innerduct conduit shall be 3-1¼" diameter conduits installed in existing 4-inch conduit. All unused innerducts will have 2500-pound detectable pull tape installed, with detectable members spliced across junction boxes to form a continuously detectable conduit run.

A #12 AWG copper conductor tracer wire will be installed within the interior of the 4-inch conduit, but on the exterior of the innerduct conduit, if none is present.

Measurement:

3-1¼" Innerduct Conduit (HDPE) will be measured by the linear foot from center to center of pull boxes or from end to end of conduit when no pull boxes are used.

Payment:

The accepted quantities for 3-1¼" Innerduct Conduit (HDPE), measured as provided above will be paid for at the contract unit price per linear foot, which price will be full compensation for the work, complete in place, including fittings, pull tape, and tracer wire necessary to complete the work.

No additional payment will be made for conduit bends or rigid non-metallic conduit bends at pull boxes, expansion fittings coupling fittings, the cost being considered incidental to this item.

ITEM NO. 182 MODIFY FIBER OPTIC SPLICE CLOSURE

Description:

The Contractor will perform splicing at existing splice closure locations as shown on the plans. The Contractor will furnish all labor, material, and equipment necessary to modify fiber optic splice closures at locations shown in the Project Plans or approved splicing diagrams, or as directed by the designated City Representative.

Due to the ever changing nature of the City fiber network, the approved fiber splicing diagrams will be provided by the City only after the fiber conduit infrastructure installation has passed inspection and prior to the fiber optic cable installation. Should a discrepancy exist between the Project Plans and the approved fiber splicing diagrams in regards to splice locations, the fiber splicing diagrams take priority, unless otherwise directed by the designated City Representative.

Construction Requirements:

Where the Contractor is splicing into existing fiber, the Contractor shall be careful to not disturb any existing splices. Existing splices that are damaged shall be repaired by the Contractor immediately, and at no cost to the City.

The contractor shall perform fusion splicing within the existing splice closures per the requirement of this specification. The existing splice closures shall be closed and sealed after fusion splicing has been completed.

Testing of the completed fusion splices within existing splice closures shall be per this specification.

All splicing diagrams will be provided by the City OSP Fiber Specialist and no splicing prep work should occur until approved the City OSP Fiber Specialist.

Measurement:

Modify Fiber Optic Splice Closure will be measured as a unit for each splice enclosure modified, complete in place, including the fusion splicing of fibers in existing closure.

Payment:

The accepted quantities of Modify Fiber Optic Splice Closure, as measured above, will be paid for at the contract unit price each, which price will be full compensation for the

REVISED BID SCHEDULE

NAME OF BIDDER: _____

CHANDLER HEIGHTS ROAD IMPROVEMENTS (GILBERT RD TO VAL VISTA DR)
CITY PROJECT NO. ST1804.401; FEDERAL NO. CHN-0(244)D; ADOT NO. T0203 01C

T0203 01C- ST1804.401 CHANDLER HEIGHTS ROAD IMPROVEMENTS - BID SCHEDULE Last Updated 7/26/2024

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	CONSTRUCTION SURVEYING AND LAYOUT	LS	1		
2	GPS DATA COLLECTION (ERSI - ARCGIS GEODATABASE FORMAT)	LS	1		
3	CONTRACTOR QUALITY CONTROL	LS	1		
4	EROSION CONTROL (SWPPP PREPARATION, INSTALLATION, MAINTENANCE, AND REMOVAL)	LS	1		
5	MOBILIZATION/DEMOBILIZATION	LS	1		
6	CLEARING & GRUBBING	LS	1		
7	REMOVE TREE, DIAMETER > 12 IN	EA	25		
8	CONSTRUCT BERM	CY	65		
9	EARTHWORK FOR RETENTION BASINS	CY	450		
10	RIPRAP, D50=6 IN, T=12 IN	CY	5		
11	SUBGRADE PREPARATION	SY	16,322		
12	AGGREGATE BASE, 4 IN THICK (APN 304-81-037C)	SY	348		
13	AGGREGATE BASE, 5 IN THICK	SY	393		
14	AGGREGATE BASE, 12 IN THICK	SY	16,322		
15	ASPHALTIC CONCRETE PAVEMENT (2 IN SURFACE COURSE, A-12.5 EVAC)	SY	61,791		
16	ASPHALTIC CONCRETE PAVEMENT (3 IN SURFACE COURSE, A-12.5 EVAC)	SY	393		
17	ASPHALTIC CONCRETE PAVEMENT (3 IN BASE COURSE, A-19 EVAC)	SY	16,322		
18	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 9 IN THICK	SY	14		
19	BITUMINOUS TACK COAT SS-1H, DILUTED	SY	61,791		
20	SURFACE SEAL	SY	12,740		
21	VERTICAL CURB & GUTTER, TYPE A, H=6 IN, MAG DET 220-1	LF	3,731		
22	SINGLE CURB, TYPE A, MAG DET 222	LF	3,065		
23	END OF MEDIAN RAMP, CITY DET C-225	EA	6		
24	CONCRETE HEADER (6 IN)	LF	24		
25	CONCRETE SIDEWALK, MAG DET 230	SF	17,064		
26	CONCRETE CURB RAMP WITH DETECTABLE WARNING, CITY DET C-257	EA	1		
27	CONCRETE CURB RAMP WITH DETECTABLE WARNING, CITY DET C-258	EA	20		
28	DRIVEWAY ENTRANCE, MAG DET 250-2, RESIDENTIAL	SF	2,949		
29	CONCRETE APRON AND VALLEY GUTTER, MAG DET 240	SF	3,844		
30	INTERLOCKING CONCRETE PAVERS	SY	154		
31	REINSTALL PAVER DRIVEWAY (APN 304-81-221C)	SF	272		
32	REMOVE AND REPLACE EXISTING CAST IRON MANHOLE FRAME AND COVER WITH COMPOSITE MANHOLE FRAME AND COVER PER COC DTL C-400 AND ADJUST TO GRADE PER COC DTL C-401, TYPE 'B'	EA	23		
33	ADJUST VALVE BOX & COVER, MAG DET 391-1, 391-2 AND CITY DET C-307 AND C-317	EA	16		
34	ADJUST VALVE BOX & COVER (NON-CITY UTILITY)	EA	2		
35	REMOVE PIPE, BACKFILL & COMPACT, VARIOUS TYPES AND SIZES	LF	248		
36	REMOVE ASPHALTIC CONCRETE PAVEMENT	SY	14,733		
37	MILL AND REMOVE BITUMINOUS PAVEMENT, 2 IN	SY	45,469		
38	REMOVE IRRIGATION STRUCTURE	EA	5		
39	REMOVE CONCRETE CURB AND GUTTER	LF	706		
40	REMOVE CONCRETE DITCH & BACKFILL	LF	311		
41	REMOVE CONCRETE SIDEWALK, DRIVEWAYS, AND SLABS	SF	4,526		
42	REMOVE VALLEY GUTTER	SF	2,032		
43	REMOVE AND SALVAGE PAVERS (APN 304-81-221C)	SF	400		

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
44	REMOVE DIRECT BURY POLE AND MAST ARM	EA	47		
45	REMOVE EXISTING HPS FIXTURE	EA	14		
46	REMOVE AND SALVAGE SIGN ASSEMBLY	EA	14		
47	REMOVE FENCE	LF	1,034		
48	REMOVE WALL	LF	386		
49	REMOVE AND SALVAGE EXISTING WROUGHT IRON GATE (APN 304-81-221C)	LS	1		
50	REMOVE EXISTING DECORATIVE WALL, REMOVE AND SALVAGE EXISTING LIGHT FIXTURE AND CURVED WROUGHT IRON VIEW FENCE (APN 304-81-221C)	LF	30		
51	REMOVE AND SALVAGE TRAFFIC SIGNALS	EA	1		
52	REMOVE AND RELOCATE MAILBOX	EA	6		
53	REMOVE AND REINSTALL SIGN	EA	28		
54	TRAFFIC CONTROL	LS	1		
55	UNIFORMED OFF-DUTY LAW ENFORCEMENT OFFICER	HR	1,500		
56	SURVEY MARKER, TYPE A, MAG DET 120	EA	3		
57	METAL FENCE (MATCH-IN-KIND) (APN 304-75-013B)	LF	12		
58	LANDSCAPE ESTABLISHMENT - NINETY (90) DAYS	LS	1		
59	SHRUBS - 1 GAL	EA	267		
60	SHRUBS - 5 GAL	EA	65		
61	TREE- 48 IN BOX, 3 IN CAL MIN.	EA	21		
62	DECOMPOSED GRANITE, 1 1/4 IN SCREENED, DESERT GOLD	SY	5,340		
63	DECOMPOSED GRANITE, 1/4 IN MINUS, EXPRESS CARMEL	SY	396		
64	DECOMPOSED GRANITE (TO MATCH EXISTING)	SY	772		
65	DECOMPOSED GRANITE, 1/2 IN SCREENED, EXPRESS ROSE	SY	323		
66	LANDSCAPE / IRRIGATION RESTORATION	SY	43		
67	SCH. 40 PVC IRRIGATION PIPE SLEEVE 2 IN	LF	445		
68	CLASS 200 PVC IRRIGATION PIPE 3/4 IN	LF	1,034		
69	CLASS 200 PVC IRRIGATION PIPE 1 IN	LF	1,551		
70	SCH. 40 PVC IRRIGATION PIPE 2 IN	LF	40		
71	WATER METER (1 IN LANDSCAPE IRRIGATION SERVICE)	EA	2		
72	1 IN BACKFLOW PREVENTION UNIT (REDUCED PRESSURE)	EA	2		
73	1 IN MASTER VALVE	EA	2		
74	CONTROLLER, AUTOMATIC (8 STA TO 24 STA)	EA	2		
75	1 IN REMOTE CONTROL VALVE, ELECTRIC	EA	4		
76	FLUSH END ASSEMBLY (DRIP)	EA	20		
77	MULTI OUTLET EMITTER ASSEMBLY	EA	132		
78	REMOVE PAINT STRIPE	LF	1,470		
79	4 IN WHITE TRAFFIC PAINT STRIPE	LF	50,688		
80	4 IN YELLOW TRAFFIC PAINT STRIPE	LF	3,760		
81	PAINT MEDIAN NOSE	EA	20		
82	4 IN WHILE THERMOPLASTIC TRAFFIC STRIPE	LF	14,500		
83	THERMOPLASTIC/PREFORMED SYMBOL BIKE LANE MARKING SET	EA	32		
84	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	EA	22		
85	THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW	EA	14		
86	REFLECTORIZED RAISE PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	EA	700		
87	REFLECTORIZED RAISE PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	EA	60		
88	REFLECTORIZED RAISE PAVEMENT MARKER (TYPE H, YELLOW, 1-WAY)	EA	120		
89	PERFORATED SIGN POST	LF	100		
90	PERFORATED SIGN POST FOUNDATION	EA	11		
91	FLAT SHEET ALUMINUM PANEL, HIGH INTENSITY GRADE	SF	155		

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
92	NO. 7 PULL BOX	EA	6		
93	NO. 7 PULL BOX W/EXTENSION	EA	11		
94	NO. 9 PULL BOX	EA	3		
95	SPLIT NO. 9 PULL BOX	EA	4		
96	PULL BOX, SRP LIGHTING PULL BOX (CONTRACTOR SUPPLIED AND INSTALLED)	EA	17		
97	SCH. 40 PVC ELECTRICAL CONDUIT, 1 IN	LF	900		
98	SCH. 40 PVC ELECTRICAL CONDUIT, 2 IN	LF	50		
99	SCH. 40 PVC ELECTRICAL CONDUIT, 2.5 IN (STREET LIGHTING PER SRP PLANS)	LF	2,900		
100	SCH. 40 PVC ELECTRICAL CONDUIT, 3 IN	LF	120		
101	SCH. 40 PVC ELECTRICAL CONDUIT, 4 IN	LF	1,040		
102	4 - 2 IN PVC INTERCONNECT CONDUIT	LF	30		
103	4 - 2 IN HDPE INTERCONNECT CONDUIT (DIRECTIONAL DRILL)	LF	7,150		
104	SRP UNDERGROUND CONVERSION	LF	3,180		
105	POLE FOUNDATION, TYPE A	EA	4		
106	POLE FOUNDATION, TYPE RC	EA	4		
107	VIDEO DETECTION SYSTEM (CAMERA)	EA	1		
108	TYPE A SIGNAL POLE	EA	4		
109	TYPE RC SIGNAL POLE	EA	4		
110	AUDIBLE PEDESTRIAN PUSH BUTTON WITH SIGN	EA	8		
111	20 FT MAST ARM (TAPERED)	EA	4		
112	45 FT MAST ARM (TAPERED)	EA	1		
113	55 FT MAST ARM (TAPERED)	EA	3		
114	CONTROL CABINET	EA	1		
115	CONTROL CABINET FOUNDATION	EA	1		
116	OPTICOM PRE-EMPTION UNIT	EA	4		
117	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EA	12		
118	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)	EA	4		
119	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	EA	4		
120	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EA	4		
121	SIGN ASSEMBLY (IISNS)	EA	4		
122	TRAFFIC SIGNAL (FLASHING YELLOW ARROW FACE) (LED)	EA	8		
123	TRAFFIC SIGNAL FACE (TYPE F) (LED)	EA	12		
124	TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND) (LED)	EA	8		
125	STREET LIGHT POLE FOUNDATION, FOR SL-1 POLE	EA	60		
126	STREET LIGHT POLE, SL-1 WITH SINGLE DAVIT ARM	EA	60		
127	LED STREET LIGHT LUMINAIRE, TYPE II	EA	74		
128	LED LUMINAIRE (TRAFFIC SIGNAL)	EA	4		
129	CONDUCTORS (SIGNALS AND SIGNAL LIGHTING)	LS	1		
130	FIBER OPTIC CABLE (SINGLE MODE 12)	LF	20		
131	FIBER OPTIC CABLE (SINGLE MODE 144)	LF	10,340		
132	UNDERGROUND FIBER OPTIC SPLICE CLOSURE	EA	3		
133	FIBER OPTIC TERMINATION PANEL (12 PORT)	EA	1		
134	CCTV CAMERA AND FIELD EQUIPMENT	EA	1		
135	FIELD HARDENED ETHERNET SWITCH	EA	1		
136	CONCRETE SCUPPER, CITY DET C-500, W=8 FT	EA	1		
137	CONCRETE SPILLWAY, CITY DET C-500, W=8.5 FT	LF	37		
138	CATCH BASIN, MAG DET 533-1, TYPE D, ONE 3 FT WING	EA	1		
139	CATCH BASIN, MAG DET 533-1, TYPE D, TWO 3 FT WINGS	EA	5		

T0203 01C- ST1804.401 CHANDLER HEIGHTS ROAD IMPROVEMENTS - BID SCHEDULE Last Updated 7/26/2024

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
140	CONCRETE MASONRY WALL (FULL WALL)	LF	1,169		
141	CONCRETE MASONRY WALL (PARTIAL WALL VIEW FENCE)	LF	425		
142	CONCRETE MASONRY WALL (FULL WALL WITH DOOLEY FOUNDATION)	LF	96		
143	RE-INSTALL EXISTING WROUGHT IRON SWINGING GATE (APN 304-81-221C)	LS	1		
144	RECONSTRUCT DECORATIVE WALL, MATCH-IN-KIND (APN 304-81-221C)	LS	1		
145	CONCRETE LINED (IRRIGATION) DITCH WITH 1 FT BOTTOM	LF	164		
146	SAWCUT DITCH AT TIE-IN	EA	1		
147	PROVIDE DITCH TERMINATION (HAND PLACED)	EA	1		
148	IRRIGATION VALVE, 12 IN WITH CONCRETE SCOURING BASIN PER MAG STD DTL 506	EA	4		
149	HEADWALL, MAG DET 502-1 (PRIVATE IRRIGATION)	EA	2		
150	STEEL CASING PIPE SLEEVE, 54 IN DIA.	LF	18		
151	6 IN DUCTILE IRON PIPE WATERLINE W/ FITTINGS	LF	67		
152	REMOVE FIRE HYDRANT	EA	1		
153	REMOVE EXISTING FLUSHING PIPE AND METER BOX	EA	2		
154	INSTALL FIRE HYDRANT PER GIL-320	EA	3		
155	8 IN AWWA C-900, CLASS 150 WATERLINE W/ FITTINGS	LF	77		
156	6 IN GATE VALVE WITH BOX & COVER, MAG DET 391-1, TYPE C	EA	2		
157	GATE VALVE BOX AND COVER PER MAG DET 340 AND STAINLESS STEEL TAPPING SLEEVE	EA	1		
158	MAINTENANCE OF PLANT OPERATION (MOPO)	LS	1		
159	CONCRETE PIPE COLLAR FOR 18 IN PIPE, MAG DET 505	EA	1		
160	CONCRETE PIPE COLLAR FOR 24 IN PIPE, MAG DET 505	EA	4		
161	12 IN RGRCP, CLASS IV	LF	8		
162	18 IN RGRCP, CLASS IV	LF	139		
163	24 IN RGRCP, CLASS III	LF	298		
164	24 IN RGRCP, CLASS IV	LF	1,225		
165	24 IN RGRCP, CLASS V	LF	109		
166	STORM DRAIN MANHOLE, MAG DET 520 & 522, CITY DET C-400	EA	5		
167	DRYWELL, CITY DET C-501	EA	2		
168	BUBBLE-UP STRUCTURE, CITY DET C-507	EA	1		
169	IRRIGATION JUNCTION BOX, PER DETAIL SHEET PI01	EA	3		
170	IRRIGATION CONTROL GATE, 24 IN WATERMAN C-10	EA	4		
171	ALLOWANCE: ROADWAY AND CONCRETE FLATWORK	AL	1		$ 150,000.00
172	ALLOWANCE: LANDSCAPING	AL	1		$ 20,000.00
173	ALLOWANCE: TRAFFIC SIGNAL AND COMMUNICATIONS FACILITIES	AL	1		$ 25,000.00
174	ALLOWANCE: SRP ELECTRICAL	AL	1		$ 40,000.00
175	ALLOWANCE: FURNISH AND INSTALL TEMPORARY FENCING	AL	1		$ 20,000.00
176	ALLOWANCE: WET UTILITIES	AL	1		$ 25,000.00
177	ALLOWANCE: DRY UTILITIES	AL	1		$ 40,000.00
178	ALLOWANCE: STORM DRAINAGE	AL	1		$ 40,000.00
179	ALLOWANCE: REMOVALS	AL	1		$ 20,000.00
180	ALLOWANCE: RWCD & PRIVATE IRRIGATION	AL	1		$ 20,000.00
181	3 - 1.25 IN INNERDUCT CONDUIT (HDPE)	LF	2,600		
182	MODIFY FIBER OPTIC SPLICE CLOSURE	EA	1		
BASE BID TOTAL (ITEMS 1 THRU 182 INCLUSIVE)					

PROPOSAL ACKNOWLEDGEMENT

THIS BID IS SUBMITTED BY: Sunland Asphalt & Construction LLC,
a corporation organized under the laws of the State of Delaware; a
partnership consisting of _____;
or individual trading as _____
and is the holder of an Arizona State Contractor's License: ROC 111922

ATTACH PHOTOCOPY

Classification General Commercial & General Engineering No. ROC 111922

Failure to fill in the information above, regarding the bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.

Joint venture bid proposals will not be accepted for projects bidding in the amount (for base bid) of less than $5 million dollars.

Contractors are reminded it is a violation of State law to submit a bid if not properly licensed. Bids submitted without designating the Contractor's license classification and number, in the spaces provided above, shall be rejected. Bids submitted by Contractors without the required license shall be rejected.

Contractor acknowledges by signing below that bid prices submitted include all applicable sales and/or use taxes, and no further compensation shall be approved for these items. If there is a conflict between the unit bid price and the unit price extension for a particular pay item, the unit prices shall govern, per MAG 102.5. Also, per MAG 102.7, a proposal shall be considered irregular and may be rejected if there are unauthorized additions, statements, conditional or alternate bids, or irregularities of any kind.

Respectfully submitted,

Sunland Asphalt & Construction LLC
Firm

86-0455988
Federal Tax ID Number

1625 E. Northern Ave. — Phoenix, AZ 85020
Address — City, State and Zip Code

(602) 291-3415
Phone


By (Signature Required)

Chris Eischen - Division Manager
Name and Title (Print)

ceischen@sunlandasphalt.com
Email Address

NAME OF BIDDER: SUNLAND ASPHALT & CONSTRUCTION, LLC

CHANDLER HEIGHTS ROAD IMPROVEMENTS (GILBERT RD TO VAL VISTA DR)
CITY PROJECT NO. ST1804.401; FEDERAL NO. CHN-0(244)D; ADOT NO. T0203 01C

T0203 01C- ST1804.401 CHANDLER HEIGHTS ROAD IMPROVEMENTS - BID SCHEDULE — Last Updated 7/26/2024

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	CONSTRUCTION SURVEYING AND LAYOUT	LS	1	[redacted]	$ 110,000.00
2	GPS DATA COLLECTION (ERSI - ARCGIS GEODATABASE FORMAT)	LS	1		$ 10,000.00
3	CONTRACTOR QUALITY CONTROL	LS	1		$ 85,000.00
4	EROSION CONTROL (SWPPP PREPARATION, INSTALLATION, MAINTENANCE, AND REMOVAL)	LS	1		$ 70,000.00
5	MOBILIZATION/DEMOBILIZATION	LS	1		$ 340,000.00
6	CLEARING & GRUBBING	LS	1		$ 6,500.00
7	REMOVE TREE, DIAMETER > 12 IN	EA	25	$ 2,610.00	$ 65,250.00
8	CONSTRUCT BERM	CY	65	$ 34.00	$ 2,210.00
9	EARTHWORK FOR RETENTION BASINS	CY	450	$ 34.00	$ 15,300.00
10	RIPRAP, D50=6 IN, T=12 IN	CY	5	$ 660.00	$ 3,300.00
11	SUBGRADE PREPARATION	SY	16,322	$ 14.00	$ 228,508.00
12	AGGREGATE BASE, 4 IN THICK (APN 304-81-037C)	SY	348	$ 18.00	$ 6,264.00
13	AGGREGATE BASE, 5 IN THICK	SY	393	$ 27.00	$ 10,611.00
14	AGGREGATE BASE, 12 IN THICK	SY	16,322	$ 23.00	$ 375,406.00
15	ASPHALTIC CONCRETE PAVEMENT (2 IN SURFACE COURSE, A-12.5 EVAC)	SY	61,791	$ 16.00	$ 988,656.00
16	ASPHALTIC CONCRETE PAVEMENT (3 IN SURFACE COURSE, A-12.5 EVAC)	SY	393	$ 40.00	$ 15,720.00
17	ASPHALTIC CONCRETE PAVEMENT (3 IN BASE COURSE, A-19 EVAC)	SY	16,322	$ 24.00	$ 391,728.00
18	PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 9 IN THICK	SY	14	$ 412.00	$ 5,768.00
19	BITUMINOUS TACK COAT SS-1H, DILUTED	SY	61,791	$ 1.00	$ 61,791.00
20	SURFACE SEAL	SY	12,740	$ 4.00	$ 50,960.00
21	VERTICAL CURB & GUTTER, TYPE A, H=6 IN, MAG DET 220-1	LF	3,731	$ 38.00	$ 141,778.00
22	SINGLE CURB, TYPE A, MAG DET 222	LF	3,065	$ 31.00	$ 95,015.00
23	END OF MEDIAN RAMP, CITY DET C-225	EA	6	$ 626.00	$ 3,756.00
24	CONCRETE HEADER (6 IN)	LF	24	$ 102.00	$ 2,448.00
25	CONCRETE SIDEWALK, MAG DET 230	SF	17,064	$ 10.00	$ 170,640.00
26	CONCRETE CURB RAMP WITH DETECTABLE WARNING, CITY DET C-257	EA	1	$ 3,949.00	$ 3,949.00
27	CONCRETE CURB RAMP WITH DETECTABLE WARNING, CITY DET C-258	EA	20	$ 5,231.00	$ 104,620.00
28	DRIVEWAY ENTRANCE, MAG DET 250-2, RESIDENTIAL	SF	2,949	$ 23.00	$ 67,827.00
29	CONCRETE APRON AND VALLEY GUTTER, MAG DET 240	SF	3,844	$ 23.00	$ 88,412.00
30	INTERLOCKING CONCRETE PAVERS	SY	154	$ 115.00	$ 17,710.00
31	REINSTALL PAVER DRIVEWAY (APN 304-81-221C)	SF	272	$ 19.00	$ 5,168.00
32	REMOVE AND REPLACE EXISTING CAST IRON MANHOLE FRAME AND COVER WITH COMPOSITE MANHOLE FRAME AND COVER PER COC DTL C-400 AND ADJUST TO GRADE PER COC DTL C- 401, TYPE 'B'	EA	23	$ 2,400.00	$ 55,200.00
33	ADJUST VALVE BOX & COVER, MAG DET 391-1, 391-2 AND CITY DET C-307 AND C-317	EA	16	$ 1,100.00	$ 17,600.00
34	ADJUST VALVE BOX & COVER (NON-CITY UTILITY)	EA	2	$ 1,100.00	$ 2,200.00
35	REMOVE PIPE, BACKFILL & COMPACT, VARIOUS TYPES AND SIZES	LF	248	$ 40.00	$ 9,920.00
36	REMOVE ASPHALTIC CONCRETE PAVEMENT	SY	14,733	$ 6.00	$ 88,398.00
37	MILL AND REMOVE BITUMINOUS PAVEMENT, 2 IN	SY	45,469	$ 5.00	$ 227,345.00
38	REMOVE IRRIGATION STRUCTURE	EA	5	$ 1,475.00	$ 7,375.00
39	REMOVE CONCRETE CURB AND GUTTER	LF	706	$ 17.00	$ 12,002.00
40	REMOVE CONCRETE DITCH & BACKFILL	LF	311	$ 29.00	$ 9,019.00
41	REMOVE CONCRETE SIDEWALK, DRIVEWAYS, AND SLABS	SF	4,526	$ 6.00	$ 27,156.00
42	REMOVE VALLEY GUTTER	SF	2,032	$ 6.00	$ 12,192.00
43	REMOVE AND SALVAGE PAVERS (APN 304-81-221C)	SF	400	$ 12.00	$ 4,800.00

T0203 01C- ST1804.401 CHANDLER HEIGHTS ROAD IMPROVEMENTS - BID SCHEDULE

Last Updated 7/26/2024

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
44	REMOVE DIRECT BURY POLE AND MAST ARM	EA	47	$ 450.00	$ 21,150.00
45	REMOVE EXISTING HPS FIXTURE	EA	14	$ 135.00	$ 1,890.00
46	REMOVE AND SALVAGE SIGN ASSEMBLY	EA	14	$ 110.00	$ 1,540.00
47	REMOVE FENCE	LF	1,034	$ 10.00	$ 10,340.00
48	REMOVE WALL	LF	386	$ 40.00	$ 15,440.00
49	REMOVE AND SALVAGE EXISTING WROUGHT IRON GATE (APN 304-81-221C)	LS	1	$ 1,526.00	$ 1,526.00
50	REMOVE EXISTING DECORATIVE WALL, REMOVE AND SALVAGE EXISTING LIGHT FIXTURE AND CURVED WROUGHT IRON VIEW FENCE (APN 304-81-221C)	LF	30	$ 345.00	$ 10,350.00
51	REMOVE AND SALVAGE TRAFFIC SIGNALS	EA	1	$ 21,475.00	$ 21,475.00
52	REMOVE AND RELOCATE MAILBOX	EA	6	$ 900.00	$ 5,400.00
53	REMOVE AND REINSTALL SIGN	EA	28	$ 390.00	$ 10,920.00
54	TRAFFIC CONTROL	LS	1	[redacted]	$ 175,000.00
55	UNIFORMED OFF-DUTY LAW ENFORCEMENT OFFICER	HR	1,500	$ 105.00	$ 157,500.00
56	SURVEY MARKER, TYPE A, MAG DET 120	EA	3	$ 900.00	$ 2,700.00
57	METAL FENCE (MATCH-IN-KIND) (APN 304-75-013B)	LF	12	$ 165.00	$ 1,980.00
58	LANDSCAPE ESTABLISHMENT - NINETY (90) DAYS	LS	1	[redacted]	$ 18,000.00
59	SHRUBS - 1 GAL	EA	267	$ 18.00	$ 4,806.00
60	SHRUBS - 5 GAL	EA	65	$ 31.00	$ 2,015.00
61	TREE- 48 IN BOX, 3 IN CAL MIN.	EA	21	$ 2,400.00	$ 50,400.00
62	DECOMPOSED GRANITE, 1 1/4 IN SCREENED, DESERT GOLD	SY	5,340	$ 11.00	$ 58,740.00
63	DECOMPOSED GRANITE, 1/4 IN MINUS, EXPRESS CARMEL	SY	396	$ 9.00	$ 3,564.00
64	DECOMPOSED GRANITE (TO MATCH EXISTING)	SY	772	$ 15.00	$ 11,580.00
65	DECOMPOSED GRANITE, 1/2 IN SCREENED, EXPRESS ROSE	SY	323	$ 10.00	$ 3,230.00
66	LANDSCAPE / IRRIGATION RESTORATION	SY	43	$ 51.00	$ 2,193.00
67	SCH. 40 PVC IRRIGATION PIPE SLEEVE 2 IN	LF	445	$ 5.00	$ 2,225.00
68	CLASS 200 PVC IRRIGATION PIPE 3/4 IN	LF	1,034	$ 3.00	$ 3,102.00
69	CLASS 200 PVC IRRIGATION PIPE 1 IN	LF	1,551	$ 3.00	$ 4,653.00
70	SCH. 40 PVC IRRIGATION PIPE 2 IN	LF	40	$ 6.00	$ 240.00
71	WATER METER (1 IN LANDSCAPE IRRIGATION SERVICE)	EA	2	$ 330.00	$ 660.00
72	1 IN BACKFLOW PREVENTION UNIT (REDUCED PRESSURE)	EA	2	$ 2,900.00	$ 5,800.00
73	1 IN MASTER VALVE	EA	2	$ 71.00	$ 142.00
74	CONTROLLER, AUTOMATIC (8 STA TO 24 STA)	EA	2	$ 3,100.00	$ 6,200.00
75	1 IN REMOTE CONTROL VALVE, ELECTRIC	EA	4	$ 500.00	$ 2,000.00
76	FLUSH END ASSEMBLY (DRIP)	EA	20	$ 47.00	$ 940.00
77	MULTI OUTLET EMITTER ASSEMBLY	EA	132	$ 50.00	$ 6,600.00
78	REMOVE PAINT STRIPE	LF	1,470	$ 0.60	$ 882.00
79	4 IN WHITE TRAFFIC PAINT STRIPE	LF	50,688	$ 0.25	$ 12,672.00
80	4 IN YELLOW TRAFFIC PAINT STRIPE	LF	3,760	$ 0.25	$ 940.00
81	PAINT MEDIAN NOSE	EA	20	$ 85.00	$ 1,700.00
82	4 IN WHILE THERMOPLASTIC TRAFFIC STRIPE	LF	14,500	$ 0.75	$ 10,875.00
83	THERMOPLASTIC/PREFORMED SYMBOL BIKE LANE MARKING SET	EA	32	$ 275.00	$ 8,800.00
84	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	EA	22	$ 275.00	$ 6,050.00
85	THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW	EA	14	$ 275.00	$ 3,850.00
86	REFLECTORIZED RAISE PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)	EA	700	$ 5.00	$ 3,500.00
87	REFLECTORIZED RAISE PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	EA	60	$ 5.00	$ 300.00
88	REFLECTORIZED RAISE PAVEMENT MARKER (TYPE H, YELLOW, 1-WAY)	EA	120	$ 5.00	$ 600.00
89	PERFORATED SIGN POST	LF	100	$ 16.00	$ 1,600.00
90	PERFORATED SIGN POST FOUNDATION	EA	11	$ 280.00	$ 3,080.00
91	FLAT SHEET ALUMINUM PANEL, HIGH INTENSITY GRADE	SF	155	$ 30.00	$ 4,650.00

T0203 01C- ST1804.401 CHANDLER HEIGHTS ROAD IMPROVEMENTS - BID SCHEDULE

Last Updated 7/26/2024

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
92	NO. 7 PULL BOX	EA	6	$ 1,282.00	$ 7,692.00
93	NO. 7 PULL BOX W/EXTENSION	EA	11	$ 1,528.00	$ 16,808.00
94	NO. 9 PULL BOX	EA	3	$ 8,115.00	$ 24,345.00
95	SPLIT NO. 9 PULL BOX	EA	4	$ 7,663.00	$ 30,652.00
96	PULL BOX, SRP LIGHTING PULL BOX (CONTRACTOR SUPPLIED AND INSTALLED)	EA	17	$ 965.00	$ 16,405.00
97	SCH. 40 PVC ELECTRICAL CONDUIT, 1 IN	LF	900	$ 28.00	$ 25,200.00
98	SCH. 40 PVC ELECTRICAL CONDUIT, 2 IN	LF	50	$ 69.00	$ 3,450.00
99	SCH. 40 PVC ELECTRICAL CONDUIT, 2.5 IN (STREET LIGHTING PER SRP PLANS)	LF	2,900	$ 17.00	$ 49,300.00
100	SCH. 40 PVC ELECTRICAL CONDUIT, 3 IN	LF	120	$ 73.00	$ 8,760.00
101	SCH. 40 PVC ELECTRICAL CONDUIT, 4 IN	LF	1,040	$ 101.00	$ 105,040.00
102	4 - 2 IN PVC INTERCONNECT CONDUIT	LF	30	$ 93.00	$ 2,790.00
103	4 - 2 IN HDPE INTERCONNECT CONDUIT (DIRECTIONAL DRILL)	LF	7,150	$ 66.00	$ 471,900.00
104	SRP UNDERGROUND CONVERSION	LF	3,180	$ 230.00	$ 731,400.00
105	POLE FOUNDATION, TYPE A	EA	4	$ 1,945.00	$ 7,780.00
106	POLE FOUNDATION, TYPE RC	EA	4	$ 6,850.00	$ 27,400.00
107	VIDEO DETECTION SYSTEM (CAMERA)	EA	1	$ 78,000.00	$ 78,000.00
108	TYPE A SIGNAL POLE	EA	4	$ 1,930.00	$ 7,720.00
109	TYPE RC SIGNAL POLE	EA	4	$ 18,120.00	$ 72,480.00
110	AUDIBLE PEDESTRIAN PUSH BUTTON WITH SIGN	EA	8	$ 1,340.00	$ 10,720.00
111	20 FT MAST ARM (TAPERED)	EA	4	$ 2,445.00	$ 9,780.00
112	45 FT MAST ARM (TAPERED)	EA	1	$ 10,500.00	$ 10,500.00
113	55 FT MAST ARM (TAPERED)	EA	3	$ 13,920.00	$ 41,760.00
114	CONTROL CABINET	EA	1	$ 64,560.00	$ 64,560.00
115	CONTROL CABINET FOUNDATION	EA	1	$ 1,992.00	$ 1,992.00
116	OPTICOM PRE-EMPTION UNIT	EA	4	$ 5,240.00	$ 20,960.00
117	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EA	12	$ 232.00	$ 2,784.00
118	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)	EA	4	$ 795.00	$ 3,180.00
119	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	EA	4	$ 610.00	$ 2,440.00
120	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EA	4	$ 850.00	$ 3,400.00
121	SIGN ASSEMBLY (IISNS)	EA	4	$ 8,640.00	$ 34,560.00
122	TRAFFIC SIGNAL (FLASHING YELLOW ARROW FACE) (LED)	EA	8	$ 1,065.00	$ 8,520.00
123	TRAFFIC SIGNAL FACE (TYPE F) (LED)	EA	12	$ 785.00	$ 9,420.00
124	TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND) (LED)	EA	8	$ 560.00	$ 4,480.00
125	STREET LIGHT POLE FOUNDATION, FOR SL-1 POLE	EA	60	$ 2,424.00	$ 145,440.00
126	STREET LIGHT POLE, SL-1 WITH SINGLE DAVIT ARM	EA	60	$ 2,800.00	$ 168,000.00
127	LED STREET LIGHT LUMINAIRE, TYPE II	EA	74	$ 642.00	$ 47,508.00
128	LED LUMINAIRE (TRAFFIC SIGNAL)	EA	4	$ 628.00	$ 2,512.00
129	CONDUCTORS (SIGNALS AND SIGNAL LIGHTING)	LS	1	$ 34,150.00	$ 34,150.00
130	FIBER OPTIC CABLE (SINGLE MODE 12)	LF	20	$ 23.00	$ 460.00
131	FIBER OPTIC CABLE (SINGLE MODE 144)	LF	10,340	$ 4.50	$ 46,530.00
132	UNDERGROUND FIBER OPTIC SPLICE CLOSURE	EA	3	$ 2,330.00	$ 6,990.00
133	FIBER OPTIC TERMINATION PANEL (12 PORT)	EA	1	$ 1,805.00	$ 1,805.00
134	CCTV CAMERA AND FIELD EQUIPMENT	EA	1	$ 5,770.00	$ 5,770.00
135	FIELD HARDENED ETHERNET SWITCH	EA	1	$ 7,090.00	$ 7,090.00
136	CONCRETE SCUPPER, CITY DET C-500, W=8 FT	EA	1	$ 9,480.00	$ 9,480.00
137	CONCRETE SPILLWAY, CITY DET C-500, W=8.5 FT	LF	37	$ 245.00	$ 9,065.00
138	CATCH BASIN, MAG DET 533-1, TYPE D, ONE 3 FT WING	EA	1	$ 6,850.00	$ 6,850.00
139	CATCH BASIN, MAG DET 533-1, TYPE D, TWO 3 FT WINGS	EA	5	$ 7,950.00	$ 39,750.00

T0203 01C- ST1804.401 CHANDLER HEIGHTS ROAD IMPROVEMENTS - BID SCHEDULE — Last Updated 7/26/2024

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
140	CONCRETE MASONRY WALL (FULL WALL)	LF	1,169	$ 622.00	$ 727,118.00
141	CONCRETE MASONRY WALL (PARTIAL WALL VIEW FENCE)	LF	425	$ 520.00	$ 221,000.00
142	CONCRETE MASONRY WALL (FULL WALL WITH DOOLEY FOUNDATION)	LF	96	$ 878.00	$ 84,288.00
143	RE-INSTALL EXISTING WROUGHT IRON SWINGING GATE (APN 304-81-221C)	LS	1	[redacted]	$ 9,200.00
144	RECONSTRUCT DECORATIVE WALL, MATCH-IN-KIND (APN 304-81-221C)	LS	1	[redacted]	$ 14,885.00
145	CONCRETE LINED (IRRIGATION) DITCH WITH 1 FT BOTTOM	LF	164	$ 96.00	$ 15,744.00
146	SAWCUT DITCH AT TIE-IN	EA	1	$ 1,200.00	$ 1,200.00
147	PROVIDE DITCH TERMINATION (HAND PLACED)	EA	1	$ 2,300.00	$ 2,300.00
148	IRRIGATION VALVE, 12 IN WITH CONCRETE SCOURING BASIN PER MAG STD DTL 506	EA	4	$ 1,400.00	$ 5,600.00
149	HEADWALL, MAG DET 502-1 (PRIVATE IRRIGATION)	EA	2	$ 9,000.00	$ 18,000.00
150	STEEL CASING PIPE SLEEVE, 54 IN DIA.	LF	18	$ 5,085.00	$ 91,530.00
151	6 IN DUCTILE IRON PIPE WATERLINE W/ FITTINGS	LF	67	$ 422.00	$ 28,274.00
152	REMOVE FIRE HYDRANT	EA	1	$ 1,295.00	$ 1,295.00
153	REMOVE EXISTING FLUSHING PIPE AND METER BOX	EA	2	$ 1,100.00	$ 2,200.00
154	INSTALL FIRE HYDRANT PER GIL-320	EA	3	$ 9,375.00	$ 28,125.00
155	8 IN AWWA C-900, CLASS 150 WATERLINE W/ FITTINGS	LF	77	$ 430.00	$ 33,110.00
156	6 IN GATE VALVE WITH BOX & COVER, MAG DET 391-1, TYPE C	EA	2	$ 4,750.00	$ 9,500.00
157	GATE VALVE BOX AND COVER PER MAG DET 340 AND STAINLESS STEEL TAPPING SLEEVE	EA	1	$ 4,500.00	$ 4,500.00
158	MAINTENANCE OF PLANT OPERATION (MOPO)	LS	1	[redacted]	$ 29,520.00
159	CONCRETE PIPE COLLAR FOR 18 IN PIPE, MAG DET 505	EA	1	$ 1,835.00	$ 1,835.00
160	CONCRETE PIPE COLLAR FOR 24 IN PIPE, MAG DET 505	EA	4	$ 2,365.00	$ 9,460.00
161	12 IN RGRCP, CLASS IV	LF	8	$ 292.00	$ 2,336.00
162	18 IN RGRCP, CLASS IV	LF	139	$ 445.00	$ 61,855.00
163	24 IN RGRCP, CLASS III	LF	298	$ 275.00	$ 81,950.00
164	24 IN RGRCP, CLASS IV	LF	1,225	$ 385.00	$ 471,625.00
165	24 IN RGRCP, CLASS V	LF	109	$ 257.00	$ 28,013.00
166	STORM DRAIN MANHOLE, MAG DET 520 & 522, CITY DET C-400	EA	5	$ 16,700.00	$ 83,500.00
167	DRYWELL, CITY DET C-501	EA	2	$ 28,000.00	$ 56,000.00
168	BUBBLE-UP STRUCTURE, CITY DET C-507	EA	1	$ 10,400.00	$ 10,400.00
169	IRRIGATION JUNCTION BOX, PER DETAIL SHEET PI01	EA	3	$ 19,100.00	$ 57,300.00
170	IRRIGATION CONTROL GATE, 24 IN WATERMAN C-10	EA	4	$ 3,600.00	$ 14,400.00
171	ALLOWANCE: ROADWAY AND CONCRETE FLATWORK	AL	1	[redacted]	$ 150,000.00
172	ALLOWANCE: LANDSCAPING	AL	1	[redacted]	$ 20,000.00
173	ALLOWANCE: TRAFFIC SIGNAL AND COMMUNICATIONS FACILITIES	AL	1	[redacted]	$ 25,000.00
174	ALLOWANCE: SRP ELECTRICAL	AL	1	[redacted]	$ 40,000.00
175	ALLOWANCE: FURNISH AND INSTALL TEMPORARY FENCING	AL	1	[redacted]	$ 20,000.00
176	ALLOWANCE: WET UTILITIES	AL	1	[redacted]	$ 25,000.00
177	ALLOWANCE: DRY UTILITIES	AL	1	[redacted]	$ 40,000.00
178	ALLOWANCE: STORM DRAINAGE	AL	1	[redacted]	$ 40,000.00
179	ALLOWANCE: REMOVALS	AL	1	[redacted]	$ 20,000.00
180	ALLOWANCE: RWCD & PRIVATE IRRIGATION	AL	1	[redacted]	$ 20,000.00
181	3 - 1.25 IN INNERDUCT CONDUIT (HDPE)	LF	2,600	$ 11.00	$ 28,600.00
182	MODIFY FIBER OPTIC SPLICE CLOSURE	EA	1	$ 1,400.00	$ 1,400.00
BASE BID TOTAL (ITEMS 1 THRU 182 INCLUSIVE)					$ 9,784,943.00

SUBCONTRACTOR'S LIST FORM

CHANDLER HEIGHTS ROAD – GILBERT ROAD TO VAL VISTA DRIVE
City Project No.: ST1804.401
Federal Project No.: CHN-0(244)D; ADOT Project No.: T0203 01C

If Bidder intends to subcontract any portion of this Agreement, the bidder must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include this form with the bid submittal documents. Prime Contractor must self-perform according to MAG Specification 108.2. Bidder may make multiple copies of this form as needed.

Company Name:	C&L Asphalt Patching LLC	**Company Name:**	Land-Tech Landscaping
Contact Name:	Justin Spradlin	Contact Name:	Eric Wilkinson
Contact Email:	88spradlin@gmail.com	Contact Email:	eric@land-tech.biz
Contact Phone:	602-619-7011	Contact Phone:	623-738-8469
Work Component:	Asphalt Paving	Work Component:	Landscaping
Percentage of Total Work Performed:	10.47%	Percentage of Total Work Performed:	2.16%

Company Name:	European Pavers	**Company Name:**	Curran Masonry Corp.
Contact Name:	Renee Boyer	Contact Name:	Thomas Curran
Contact Email:	renee@epswi.com	Contact Email:	curranaz@msn.com
Contact Phone:	602-397-4062	Contact Phone:	602-499-5904
Work Component:	Pavers	Work Component:	Masonry
Percentage of Total Work Performed:	0.25%	Percentage of Total Work Performed:	5.46%

Company Name:	Horizontal Boring, LLC	**Company Name:**	Regal Fence
Contact Name:	Guy Romero	Contact Name:	Matt Blauvelt
Contact Email:	gromero@teamhb.com	Contact Email:	matt@regalfenceaz.com
Contact Phone:	602-384-8715	Contact Phone:	480-645-9455
Work Component:	Boring	Work Component:	Fencing
Percentage of Total Work Performed:	0.52%	Percentage of Total Work Performed:	0.59%

Subcontractor Total Work Performed:	$4,236,946.82	Overall Bid Total:	$9,784,943.00
Overall Prime Contractor Self-performance %:	56.70		

SUBCONTRACTOR'S LIST FORM

CHANDLER HEIGHTS ROAD – GILBERT ROAD TO VAL VISTA DRIVE
City Project No.: ST1804.401
Federal Project No.: CHN-0(244)D; ADOT Project No.: T0203 01C

If Bidder intends to subcontract any portion of this Agreement, the bidder must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include this form with the bid submittal documents. Prime Contractor must self-perform according to MAG Specification 108.2. Bidder may make multiple copies of this form as needed.

Company Name:	Molina Contracting Inc.	**Company Name:**	Specialty Companies Group
Contact Name:	Mike Molina	Contact Name:	Jeremy Davis
Contact Email:	molinabids@gmail.com	Contact Email:	estimator@scofaz.com
Contact Phone:	602-469-7240	Contact Phone:	623-582-2385
Work Component:	Manholes	Work Component:	Adjustments
Percentage of Total Work Performed:	0.25%	Percentage of Total Work Performed:	0.46%

Company Name:	Torrent Resources	**Company Name:**	Roadway Electric, LLC
Contact Name:	Luke Kress	Contact Name:	Steven McCray
Contact Email:	Luke.Kress@oldcastle.com	Contact Email:	smccray@roadwayelectric.com
Contact Phone:	4804-714-4650	Contact Phone:	602-943-8300
Work Component:	Drywells	Work Component:	Electrical & Signs
Percentage of Total Work Performed:	0.50%	Percentage of Total Work Performed:	22.22%

Company Name:	Hulxe Construction Services LLC	**Company Name:**	
Contact Name:	Albert Latz	Contact Name:	
Contact Email:	albert@hulxe.net	Contact Email:	
Contact Phone:	480-450-2372	Contact Phone:	
Work Component:	Striping	Work Component:	
Percentage of Total Work Performed:	0.44%	Percentage of Total Work Performed:	
Subcontractor Total Work Performed:	$4,236,946.82	Overall Bid Total:	$9,784,943.00
Overall Prime Contractor Self-performance %:	56.70		

NON-COLLUSION BIDDING CERTIFICATION

(STATE OF) Arizona
ss.
(COUNTY OF) Maricopa

I, Chris Eischen of the City of Chandler,
in the County of Maricopa and the State of Arizona, of full age,
being duly sworn according to the law of my oath depose and say that:

I am Chris Eischen (Name) a, Division Manager (Title, Position, etc.)
of the firm of Sunland Asphalt & Construction LLC, the Bidder making the Bid for City of Chandler, **CHANDLER HEIGHTS ROAD – GILBERT ROAD TO VAL VISTA DRIVE, City Project No.: ST1804.401; Federal Project No.: CHN-0(244)D; ADOT Project No.: T0203 01C** and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Chandler relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

(Signature of Bidder)

Chris Eischen
(Printed or Typed Name of Bidder)

Sworn to before me this 02 day of August, 20 24, in the County of

Maricopa, State of Arizona.

STEFANIE MONSEN
Notary Public, State of Arizona
Maricopa County
Commission # 611964
My Commission Expires
September 05, 2025

(Notary Public)

CERTIFICATE OF INSURABILITY AND BONDING

I hereby certify that as Bidder to City of Chandler, **CHANDLER HEIGHTS ROAD – GILBERT ROAD TO VAL VISTA DRIVE, City Project No.: ST1804.401; Federal Project No.: CHN-0(244)D; ADOT Project No.: T0203 01C**, I am fully aware of the City of Chandler's Insurance and Bonding Requirements for Contractors and that by the submission of this Bid Proposal, assure the City of Chandler that I am able to produce the insurance and bonding coverage required should I be selected to be the successful bidder.

Should I be selected to be the successful bidder by the City of Chandler, and then become unable to produce the insurance and bonding coverage specified within ten working days I am fully aware and understand that my Bid Proposal will be rejected by the City of Chandler, and that I will forfeit my posted Bid Bond.

Signature of Bidder

Division Manager

Title

08/02/2024

Date

ARIZONA DEPARTMENT OF REVENUE
PRIVILEGE TAX LICENSE

CHANDLER HEIGHTS ROAD
GILBERT ROAD TO VAL VISTA DRIVE

City Project No.: ST1804.401
Federal Project No.: CHN-0(244)D
ADOT Project No.: T0203 01C

ATTACH, TO THIS FORM, CURRENT PRIVILEGE TAX LICENSE CERTIFICATE.

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

TRANSACTION PRIVILEGE TAX LICENSE

NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2024

ISSUED TO: SUNLAND ASPHALT AND CONSTRUCTION LLC
1625 E NORTHERN AVE
PHOENIX AZ 85020-3960

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07274948
START DATE: 02/01/1983
ISSUED: 11/30/2023
EXPIRES: 12/31/2024

LOCATION: CODE 005
SUNLAND ASPHALT & CONSTRUCTION INC
1625 E NORTHERN AVE
PHOENIX, AZ 85020
2300066787278

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	APA - APACHE	COUNTY
015 - CONTRACTING - PRIME	COC - COCONINO	COUNTY
015 - CONTRACTING - PRIME	COH - COCHISE	COUNTY
015 - CONTRACTING - PRIME	GLA - GILA	COUNTY
015 - CONTRACTING - PRIME	GRA - GRAHAM	COUNTY
015 - CONTRACTING - PRIME	GRN - GREENLEE	COUNTY
015 - CONTRACTING - PRIME	LAP - LA PAZ	COUNTY
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
215 - PRE-6/2010 CONTRACTING	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	MOH - MOHAVE	COUNTY
015 - CONTRACTING - PRIME	NAV - NAVAJO	COUNTY
015 - CONTRACTING - PRIME	PMA - PIMA	COUNTY
015 - CONTRACTING - PRIME	PNL - PINAL	COUNTY
029 - USE TAX	PNL - PINAL	COUNTY
015 - CONTRACTING - PRIME	STC - SANTA CRUZ	COUNTY
015 - CONTRACTING - PRIME	YAV - YAVAPAI	COUNTY
015 - CONTRACTING - PRIME	YMA - YUMA	COUNTY
015 - CONTRACTING - PRIME	AJ - APACHE JUNCTION	CITY
015 - CONTRACTING - PRIME	AV - AVONDALE	CITY
029 - USE TAX	AV - AVONDALE	CITY
015 - CONTRACTING - PRIME	BB - BISBEE	CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

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BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	BE - BUCKEYE	CITY
029 - USE TAX	BE - BUCKEYE	CITY
015 - CONTRACTING - PRIME	BH - BULLHEAD CITY	CITY
015 - CONTRACTING - PRIME	BS - BENSON	CITY
015 - CONTRACTING - PRIME	CA - CAREFREE	CITY
015 - CONTRACTING - PRIME	CE - CAMP VERDE	CITY
015 - CONTRACTING - PRIME	CF - CLIFTON	CITY
015 - CONTRACTING - PRIME	CG - CASA GRANDE	CITY
315 - MRRA AMOUNT	CG - CASA GRANDE	CITY
015 - CONTRACTING - PRIME	CH - CHANDLER	CITY
029 - USE TAX	CH - CHANDLER	CITY
015 - CONTRACTING - PRIME	CK - CAVE CREEK	CITY
015 - CONTRACTING - PRIME	CL - COOLIDGE	CITY
029 - USE TAX	CL - COOLIDGE	CITY
015 - CONTRACTING - PRIME	CV - CHINO VALLEY	CITY
015 - CONTRACTING - PRIME	CW - COTTONWOOD	CITY
015 - CONTRACTING - PRIME	DL - DOUGLAS	CITY
015 - CONTRACTING - PRIME	EG - EAGAR	CITY
015 - CONTRACTING - PRIME	EL - ELOY	CITY
015 - CONTRACTING - PRIME	EM - EL MIRAGE	CITY
015 - CONTRACTING - PRIME	FL - FLORENCE	CITY
015 - CONTRACTING - PRIME	FS - FLAGSTAFF	CITY
015 - CONTRACTING - PRIME	GB - GILBERT	CITY
011 - RESTAURANTS AND BARS	GE - GLENDALE	CITY
015 - CONTRACTING - PRIME	GE - GLENDALE	CITY
016 - CONSTRUCTION CONTRACTING - SPECULATIVE BUILDERS	GE - GLENDALE	CITY
029 - USE TAX	GE - GLENDALE	CITY
015 - CONTRACTING - PRIME	GI - GILA BEND	CITY
015 - CONTRACTING - PRIME	GL - GLOBE	CITY
015 - CONTRACTING - PRIME	GU - GUADALUPE	CITY
015 - CONTRACTING - PRIME	GY - GOODYEAR	CITY
029 - USE TAX	GY - GOODYEAR	CITY
015 - CONTRACTING - PRIME	HB - HOLBROOK	CITY
015 - CONTRACTING - PRIME	KM - KINGMAN	CITY
015 - CONTRACTING - PRIME	KN - KEARNY	CITY
015 - CONTRACTING - PRIME	LH - LAKE HAVASU CITY	CITY
015 - CONTRACTING - PRIME	LP - LITCHFIELD PARK	CITY
015 - CONTRACTING - PRIME	MA - MARANA	CITY
015 - CONTRACTING - PRIME	ME - MESA	CITY
029 - USE TAX	ME - MESA	CITY
015 - CONTRACTING - PRIME	MP - MARICOPA	CITY
015 - CONTRACTING - PRIME	NO - NOGALES	CITY
015 - CONTRACTING - PRIME	OR - ORO VALLEY	CITY
015 - CONTRACTING - PRIME	PE - PEORIA	CITY
029 - USE TAX	PE - PEORIA	CITY
015 - CONTRACTING - PRIME	PK - PARKER	CITY

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LICENSE: 07274948

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	PL - PRESCOTT VALLEY	CITY
015 - CONTRACTING - PRIME	PM - PIMA	CITY
015 - CONTRACTING - PRIME	PP - PINETOP-LAKESIDE	CITY
015 - CONTRACTING - PRIME	PR - PRESCOTT	CITY
015 - CONTRACTING - PRIME	PS - PAYSON	CITY
015 - CONTRACTING - PRIME	PV - PARADISE VALLEY	CITY
015 - CONTRACTING - PRIME	PX - PHOENIX	CITY
029 - USE TAX	PX - PHOENIX	CITY
015 - CONTRACTING - PRIME	QC - QUEEN CREEK	CITY
015 - CONTRACTING - PRIME	SA - SAHUARITA	CITY
015 - CONTRACTING - PRIME	SC - SCOTTSDALE	CITY
029 - USE TAX	SC - SCOTTSDALE	CITY
015 - CONTRACTING - PRIME	SE - SEDONA	CITY
015 - CONTRACTING - PRIME	SF - SAFFORD	CITY
015 - CONTRACTING - PRIME	SI - SUPERIOR	CITY
015 - CONTRACTING - PRIME	SJ - ST JOHNS	CITY
015 - CONTRACTING - PRIME	SL - SHOW LOW	CITY
015 - CONTRACTING - PRIME	SN - SNOWFLAKE	CITY
015 - CONTRACTING - PRIME	SP - SURPRISE	CITY
029 - USE TAX	SP - SURPRISE	CITY
015 - CONTRACTING - PRIME	SR - SIERRA VISTA	CITY
015 - CONTRACTING - PRIME	ST - SOUTH TUCSON	CITY
015 - CONTRACTING - PRIME	SV - SPRINGERVILLE	CITY
015 - CONTRACTING - PRIME	TC - THATCHER	CITY
015 - CONTRACTING - PRIME	TE - TEMPE	CITY
017 - RETAIL	TE - TEMPE	CITY
029 - USE TAX	TE - TEMPE	CITY
015 - CONTRACTING - PRIME	TN - TOLLESON	CITY
029 - USE TAX	TN - TOLLESON	CITY
015 - CONTRACTING - PRIME	TU - TUCSON	CITY
015 - CONTRACTING - PRIME	TY - TUSAYAN	CITY
015 - CONTRACTING - PRIME	WB - WICKENBURG	CITY
015 - CONTRACTING - PRIME	WC - WILLCOX	CITY
015 - CONTRACTING - PRIME	WS - WINSLOW	CITY
015 - CONTRACTING - PRIME	WT - WELLTON	CITY
015 - CONTRACTING - PRIME	YM - YUMA	CITY

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CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT
CAPITAL PROJECTS DIVISION

CONSTRUCTION AGREEMENT

CHANDLER HEIGHTS ROAD
GILBERT ROAD TO VAL VISTA DRIVE

CITY PROJECT NO.: ST1804.401
FEDERAL PROJECT NO.: CHN-0(244)D
ADOT PROJECT NO.: T0203 01C

MAYOR
Kevin Hartke

VICE MAYOR
OD Harris

COUNCIL
Matt Orlando Christine Ellis
Mark Stewart Angel Encinas Jane Poston

Daniel Haskins
_____

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

CHANDLER HEIGHTS ROAD - GILBERT ROAD TO VAL VISTA DRIVE

CITY PROJECT NO.: ST1804.401
FEDERAL PROJECT NO.: CHN-0(244)D; ADOT PROJECT NO.: T0203 01C

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CONSTRUCTION SERVICES AGREEMENT

CITY PROJECT NO.: ST1804.401
FEDERAL PROJECT NO.: CHN-0(244)D; ADOT PROJECT NO.: T0203 01C

This Agreement ("Agreement") is made and entered into on the _____ day of _____, 2024, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **Sunland Asphalt & Construction, LLC** the "Contractor" designated below (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties").

City and Contractor 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: Scott Riter**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3328 Email: scott.riter@chandleraz.gov

Contractor:

Legal Company Name: **Sunland Asphalt & Construction, LLC**

Mailing Address: **1625 E. Northern Avenue, Phoenix, AZ 85020**

Physical Address: **3030 S. 7th Street, Phoenix, AZ 85040**

Arizona Roc No.: **11922**

Federal Tax Id No.: **814968**

State Where Organized: **Arizona**

Business Organization: **Limited Liability Corporation**

Statutory Agent Name: **Sunland Asphalt & Construction, LLC**

Statutory Agent Mailing Address: **1625 E. Northern Avenue, Phoenix, AZ 85020**

Statutory Agent Physical Address: **3030 S. 7th Street, Phoenix, AZ 85040**

Contractor's Authorized Project Representative:

Name: **Chris Eischen**

Title: **Civil Division Manager**

Phone: **602-291-3415**

Email: **ceischen@sunlandasphalt.com**

PROJECT DESCRIPTION:

This project will improve Chandler Heights Road from Gilbert Road to Val Vista Drive including widening to at least four thru lanes; turn lanes; bike lanes; raised landscaped median; curb, gutter, and sidewalk, including ADA upgrades; traffic signals; LEG streetlights; storm drainage; irrigation; wet utilities, including rehabilitation; and dry utilities, including extension of fiber. **This is a federally funded project using FHWA funds.**

PROJECT LOCATION:

Chandler Heights Road from Gilbert Road to Val Vista Drive.

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between City and Contractor 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. Project Bid Proposal.

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 Section 2 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - CONSTRUCTION SERVICES

3.1 GENERAL

3.1.1 Scope of Work. All terms and conditions are set forth in the Agreement. Any terms and conditions and exceptions noted in the Contractor's proposal or other documents do not apply unless agreed to in this Agreement or an approved addendum.

3.1.2 Contractor agrees this is a Unit Price Agreement. Contractor agrees at its own cost and expense, to do all Work necessary 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, within the Agreement time.

3.1.3 Contractor 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.

3.1.4 At all times relevant to this Agreement and performance of the Work, the Contactor 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.

3.1.5 Contractor must perform the Work under this Agreement using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, 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.

3.1.6 Contractor must comply with all terms and conditions of the General Conditions.

3.1.7 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.

3.1.8 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, 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.

3.2 CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES

3.2.1 The Contractor must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

3.3 PRE-CONSTRUCTION CONFERENCE

Contractor must attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

3.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

Contractor must perform the Work in accordance with Section 4.4 of the General Conditions.

3.5 **CONTROL OF THE PROJECT SITE**

Contractor must control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

3.6 **PROJECT SAFETY**

Contractor must implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

3.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor must provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions.

3.8 **PROJECT RECORD DOCUMENTS**

Contractor must maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

3.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor must provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 4 - CITY RESPONSIBILITIES

4.1 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 5 - AGREEMENT TIME

5.1 **GENERAL**

5.1.1 The total Agreement Duration is **365** Calendar Days (including Substantial Completion by **305** Calendars Days and Final Acceptance by **365** Calendar Days).

5.1.2 The Agreement Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 5.4 below.

5.1.3 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 Final Acceptance within the Agreement Time.

5.1.4 Time is of the essence of this Agreement for the Project, and for each phase and designated Milestone thereof.

5.1.5 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Agreement by City.

5.2 PROJECT SCHEDULE

5.2.1 The Project Schedule will be updated and maintained throughout Contractor's performance under this Agreement in accordance with Section 6.2 of the General Conditions.

5.2.2 Work must be completed to meet the following milestones after the Notice to Proceed:

	Milestone		Time	Liquidated damages for delay	
1.	n/a	within	n/a	n/a	per calendar day

5.3 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.

5.4 FINAL ACCEPTANCE

5.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

5.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

5.5 LIQUIDATED DAMAGES

5.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if 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 Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

5.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 5.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from 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 the Agreement.

5.5.3 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 will apply.

5.5.4 City may deduct liquidated damages described in this Article 5.5 from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor 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 Contractor.

5.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

5.6.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes.

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

2. Damages incurred by Contractor 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.

5.6.2 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 5.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 5.5 above.

5.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of Contractor'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 Contractor, the cost and expense of which will be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

ARTICLE 6 - AGREEMENT PRICE

6.1 AGREEMENT PRICE

6.1.1 In exchange for Contractor'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 Contractor the "Agreement Price," which is **$9,784,943**.

6.1.2 The Agreement Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.2 **CHANGES TO AGREEMENT PRICE**
Shall be determined under Section 9 of the General Conditions.

ARTICLE 7 - PAYMENT

Payments will be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 8 - CHANGES TO THE AGREEMENT

Changes to the Agreement may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 9 - SUSPENSION AND TERMINATION

This Agreement may be suspended or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 10 - INSURANCE AND BONDS

10.1 Contractor must provide insurance in accordance with Sections 11.1 through 11.3 of the General Conditions. Contractor must provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Agreement.

10.2 Contractor must provide performance and payment bonds to City in Accordance with Section 11.4 of the General Conditions and A.R.S. § 34-222.

10.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Agreement.

ARTICLE 11 - INDEMNIFICATION

Contractor must have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 12 - DISPUTE RESOLUTION

Any claims or disputes relating to this Agreement will be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

ARTICLE 13 - 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 hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles 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

ATTEST:

City Clerk Seal

"CONTRACTOR"
SUNLAND ASPHALT & CONSTRUCTION, LLC

09.19.2024

Signature Date

Chris Eischen

Print Name

Civil Division Manager

Title

ceischen@sunlandasphalt.com

Signer Email Address

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.

Bidders should contact the Arizona Registrar of Contractors for information on license requirements.

EXHIBIT B

GENERAL CONDITIONS

CHANDLER arizona
Community of Innovation

GENERAL CONDITIONS

Approved date: July 20, 2022

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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 of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other 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, underpinnings, 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 time-table 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.

11.2.1.6 Cyber Technology Errors and Omissions, Network Security, and Privacy Liability Insurance. The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement with a limit of not less than $5,000,000 for each occurrence, $5,000,000 aggregate. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor must maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Contractor must maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Contractor contends that any of the insurance it maintains pursuant to other sections of this Exhibit C satisfies this requirement (or otherwise insures the risks described in this section), then Contractor must provide proof of same.

The insurance must provide coverage for the following risks:

a. Liability arising from theft, dissemination, or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

b. Network Security Liability arising from the unauthorized access to, use of, or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

The policy must provide a waiver of subrogation.

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 "lndemnitor") must indemnify, save, and hold harmless the City and its officers, officials, agents, and employees (collectively "lndemnitee") 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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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 form 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 or 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 not 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 form 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.

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.

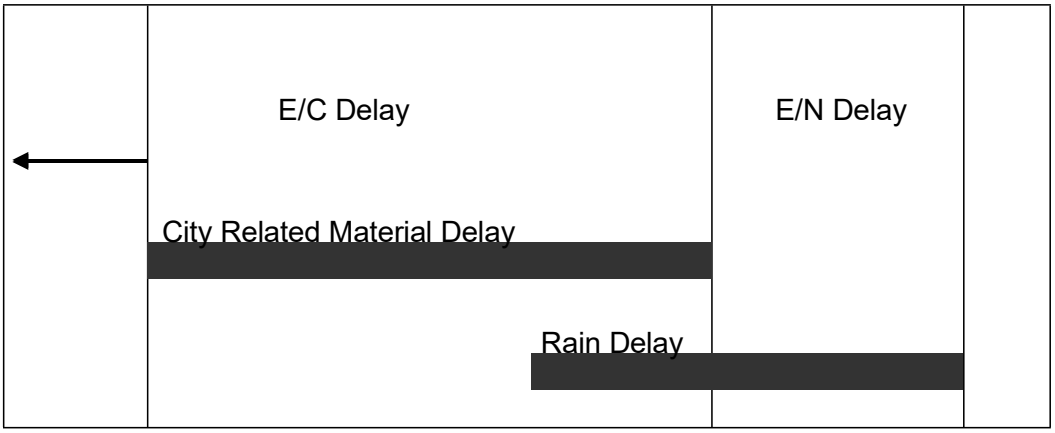
D. Concurrent:

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.

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).

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.

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.

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

Bond No. 612423050

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: Sunland Asphalt & Construction, LLC

(hereinafter "Principal"), and United States Fire Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Delaware with its principal office in the City of Morristown, NJ, 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 City of Chandler (hereinafter "Obligee") in the amount of Nine Million Seven Hundred Eighty-Four Thousand * (Dollars) ($9,784,943.00), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

* Nine Hundred Forty-Three & 00/100

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.

Chandler Heights Road - Gilbert Road to Val Vista Drive
City Project No. ST1804.40

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__.

Sunland Asphalt & Construction, LLC
PRINCIPAL SEAL

By _____ Division Manager

SUNLAND ASPHALT & CONSTRUCTION, LLC LIMITED LIABILITY SEAL 2020 DELAWARE COMPANY

Willis Towers Watson Midwest, Inc.
AGENT OF RECORD

233 S. Wacker Drive, Suite 1800
Chicago, IL 60606
AGENT ADDRESS

United States Fire Insurance Company
Paula M. Eby
SURETY SEAL
Paula M. Eby, Attorney-in-Fact

Bond No. 612423050

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: Sunland Asphalt & Construction, LLC

(hereinafter "Principal"), as Principal, and United States Fire Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Delaware with its principal office in the City of Morristown, NJ, 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 City of Chandler (hereinafter "Obligee") in the amount of Nine Million Seven Hundred Eighty-Four Thousand * (Dollars) ($9,784,943.00), 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.

* Nine Hundred Forty-Three & 00/100

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.

** Chandler Heights Road - Gilbert Road to Val Vista Drive
City Project No. ST1804.40

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__.

Sunland Asphalt & Construction, LLC
PRINCIPAL SEAL

By _____ Division Manager

United States Fire Insurance Company
SURETY SEAL
Paula M. Eby, Attorney-In-Fact

Willis Towers Watson Midwest, Inc.
AGENT OF RECORD

233 S. Wacker Drive, Suite 1800
Chicago, IL 60606
AGENT ADDRESS

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Kimberly Bragg; Sarah E. Green; Paula M. Eby; Susan Landreth; Rebecca Sanford; Kaitlyn Malkowski

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50122033
My Commission Expires 4/7/2026

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact SuretyInquiries@amyntagroup.com

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, CHRISTINA URIAS, Director of Insurance of the State of Arizona, do hereby certify that

UNITED STATES FIRE INSURANCE COMPANY
Domiciled in Delaware
NAIC NO. 21113

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is December 31, 2003.

Christina Urias
Director of Insurance

BJ46 (11/03)

0002740

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.:	**[####]**		
If Federally Funded:			
FEDERAL NO.:		**ADOT NO:**	

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE 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:

FINAL ACCEPTANCE DATE:	

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

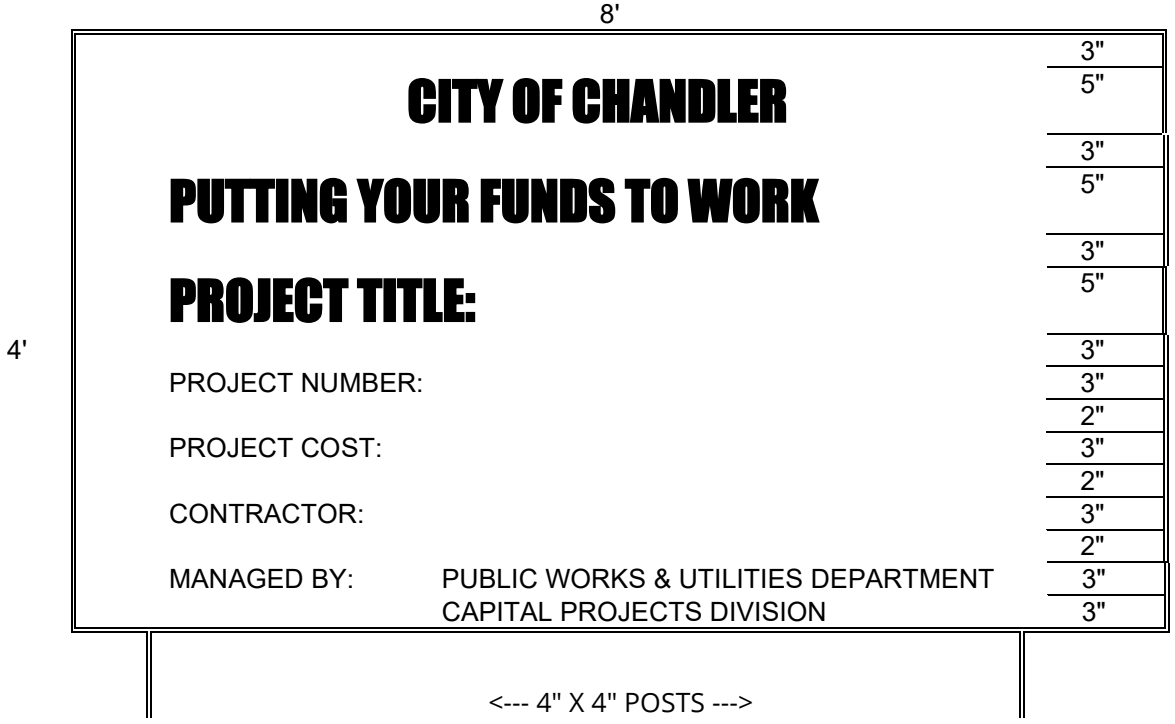
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

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 owning 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 Granit 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:

Original Size	**Replacement Size**
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:

Existing Plant Material Sizes	**Replacement Size**
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

CHANDLER HEIGHTS ROAD IMPROVEMENTS

GILBERT ROAD TO VAL VISTA DRIVE

CITY OF CHANDLER PROJECT NO. ST1804.401

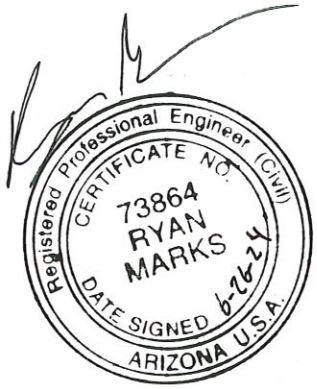
FEDERAL PROJECT NO. CHN-0(244D)

ADOT TRACS NO. T0203 01C

TECHNICAL SPECIFICATIONS

PREPARED FOR:

CITY OF CHANDLER
PUBLIC WORKS & UTILITES
CAPITAL PROJECTS



PREPARED BY:

Kimley»Horn
7740 N. 16TH STREET, SUITE 300
PHOENIX, AZ 85020

DATE: JUNE 2024

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APPENDICES

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PART A: BID ITEMS

The following items, though not a comprehensive list, are non-payment items being considered incidental to the project, the costs of which are to be included within other bid items:

Saw cutting
Locating (or pothole) of new or existing utilities
Concrete curb and gutter transition, MAG Std. Det. 221
Curb transition, MAG Det. 220-2 and 221
SWPPP preparation and document maintenance
Contractor's site office or yard.
Roadway sweeping
Any and all permits - preparation costs and permit fees
Protective fencing or plating for open trenches
Photographing and videotaping of the project
Preparation of record drawings
Crown line
Temporary pavement as required for all pipeline and underground work
Removal of existing landscape irrigation pipe, tubing, and equipment

ITEM NO. 1 CONSTRUCTION SURVEYING AND LAYOUT

Description:

The Contractor will furnish all labor, materials, and equipment necessary to perform all surveying, staking, laying out of control lines, and verifications of the accuracy of all existing control points that are delineated in the Contract Documents. The work will be done under the direction of a Registered Land Surveyor (RLS) licensed to practice in the State of Arizona.

Construction Requirements:

Staking Outline: Prior to beginning any survey operations, the Contractor will furnish to the Engineer, for approval, a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline will also be a schedule that will show the sequencing of the survey and layout work, throughout the course of the contract, listing a percentage of completion for each month.

Field Books: The Contractor will furnish field books to be used for recording survey data and field notes. These books will be available for inspection by the City at any time and will become the property of the City upon completion of the work.

Survey Control Verification: Control Points (horizontal and vertical) -The existence and

location of all survey monuments, bench marks, and control points will be verified prior to demolition or construction activity. Immediately notify the City of Chandler Project Manager when location discrepancies greater than 0.02 foot horizontal or 0.01 foot vertical are found. All datum will be based upon the City of Chandler datum.

Control Lines: Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., will be established and referenced prior to construction.

Temporary Bench Marks: Temporary bench marks will be established prior to construction, maintained and periodically verified for accuracy throughout the construction phase.

Pre-Construction Location Survey: All existing features will be located prior to construction, referenced to survey monuments along control lines by stationing in accordance with the construction documents and by offset distance from the control lines. All features will be re-locatable after construction. Distances measured will be within 0.01 foot.

Survey monuments: The land surveyor will follow the requirements of A.R.S. § 33-103 when establishing, replacing or setting Public Land System Survey monuments at Section or Quarter Section corners and will follow the requirement in Section 9(C) of the Arizona Boundary Survey Minimum Standards when establishing new or replacement boundary monuments and witness corner monuments. Finally, land surveyors will also comply with the requirements of A.R.S. § 104 through 106 when establishing, replacing or setting any type of boundary monument. Whenever any monuments are established, including those set to replace missing or damaged monuments of a previous survey, those actions require the surveyor to create and record a survey drawing documenting the new monumentation as established.

Water and Sewer Line Appurtenances: Water and sewer line surface appurtenances such as manholes, valves, and cleanouts that lie within the construction area will be located and noted on the Contractor's approved construction documents prior to any demolition or excavation.

Match Points and Removals: Verify the location (horizontal and vertical) of existing facilities to which the project connects. Immediately notify City Representatives when location discrepancies of connecting facilities greater than 0.10 foot horizontal or 0.02 foot vertical are found.

Construction Stakes: The Contractor will set construction stakes and marks establishing lines and grades for road work, curbs, gutters, sidewalks, structures, buildings, centerlines for utilities and necessary appurtenances, and other work as indicated in the Contract Documents and will be responsible for their conformance with the Project Plans and Technical Specifications.

The stakes will be established in accordance with the following guidelines which represent the minimum standard and the Contractor will provide additional stakes and controls necessary to perform the work. The Contractor will be held responsible for the

preservation of all stakes and marks and will replace, at no additional cost to the City, any construction stakes or marks which have been carelessly or willfully destroyed by any party.

(a) Roadway: Subgrade stakes will be set to subgrade elevation at 50 foot intervals on straight sections, 25 foot intervals through vertical curves, on horizontal curves with radius of 600 feet or less, and/or slopes of less than 0.4%, and the beginning and end of horizontal and vertical curves and grade breaks. Stakes will be set at crown lines, at grade break lines, and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines will be staked where the distance between the crown line stakes and the curb and gutter face exceeds 20 feet. ABC stakes will be set to ABC elevation at 33 foot intervals on straight sections, 25 foot intervals through vertical curves, on horizontal curves with radius of 600 feet or less, and/or slopes of less than 0.4%, and the beginning and end of horizontal and vertical curves, and grade breaks. Stakes will be set at crown lines, at grade breaks, and at edges of pavement which do not abut concrete curb and gutter or at the edge of pavement abutting vertical curbs or other structures whose surface grade will not be flush with the finished pavement grade. Quarter lines will be staked where the distance between the crown line stakes and the curb and gutter face exceeds 20 feet.

(1) Where the existing pavement will be milled and inlayed, the Contractor will provide 10-foot grid interval surface control horizontally and vertically.

(2) Pavement edges will be controlled by utilizing a wire control mechanism or screeding along a concrete gutter or other structure whose surface grade is flush with the finished pavement grade. Stakes will be set to finished elevation at 33 foot intervals on straight sections, 25 foot intervals on curves with radius of 600 feet or less, and/or slopes of less than 0.4%, and the beginning and end of horizontal and vertical curves, and grade breaks.

(b) Sidewalk and Bike Paths: Stakes are not required for sidewalks five feet or less in width which are adjoining existing curb and gutter.

(1) Sidewalk stakes will be set to grade on an offset and tacked for line at 25 foot intervals at the beginning and end of horizontal and vertical curves and grade breaks.

(c) Storm Sewer and Drainage: All cuts will be to the invert of the pipe, given to the nearest 0.01 of a foot.

(1) Stakes for storm sewer will be driven flush with the existing ground, set on an offset at 50 foot intervals. Stakes will be marked with the offset and indicated cut.

(2) Wyes for laterals will be marked with a line only stake.

(3) Manholes will be marked with the offset and indicated cut to top of manhole

grade and inverts.

(4) Stakes for storm water inlets, two per inlet, will be set on a line normal to the roadway at the center line of the inlet five and ten feet from the face of curb. The stakes will be marked with the offset to the face of curb and the cut or fill to the top of curb and inverts.

(5) Cut sheets will be supplied to the Contractor and City of Chandler Inspector.

(d) Water: All cuts will be to the invert of the pipe, given to the nearest 0.10 of a foot.

(1) Stakes for water will be driven flush with the existing ground, set on an offset at 50 foot intervals and specified grade breaks. Stakes will be marked with the offset and indicated cut.

(2) Fittings or other critical points such as tees will be marked with a line only stake.

(3) Fire hydrants will be located with two stakes per hydrant set parallel with the roadway five feet from the centerline of the hydrant. The stakes will be marked with the offset to the hydrant and indicated cut to the top of curb at the centerline of the hydrant.

(4) Water meters will be located with two stakes per meter set parallel with the roadway five feet from the centerline of the meter. The stakes will be marked with the offset to the meter and indicated cut to the top of curb at the centerline of the meter.

(5) Cut sheets will be supplied to the Contractor and City of Chandler Inspector.

(e) Traffic Signing, Striping and Detector Loops: The Contractor will delineate the procedures and controls to be utilized in the Staking Outline.

(f) Inspection and Acceptance of Work: The City reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the City's opinion, the work is not being performed in a manner that will assure proper control and accuracy of the work, the City may order any or all of the staking and layout work redone at no additional cost.

Measurement and Payment:

Construction Surveying and Layout will be measured as a single complete unit of work and paid at the contract lump sum price, which price will be full compensation for the work as described herein and required to provide all necessary survey stakes and control. The approved schedule showing the sequencing and percentage of the survey and layout work will be the basis on which monthly progress payments will be made. This schedule will be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule will be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis for payment.

ITEM NO. 2 GPS DATA COLLECTION (ESRI – ARCGIS GEODATABASE FORMAT)

Description:

This work under this item will consist of furnishing all labor, materials, and equipment necessary to provide survey grade GPS / GIS data meeting the following requirements for all facilities to be owned and/or operated by the City of Chandler.

Construction Requirements:

(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 an electronic copy of the File Geodatabase in ESRI ArcGIS format upon submitting the "Request for Public Records" form in Appendix B. All public record requests must be initiated on-line at https://www.chandleraz.gov/government/departments/development-services/public-records-request. A copy of the request must be sent to the designated City of Chandler Representative.

(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 in Appendix C.

(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:

(2) Water main location (top of pipe), size and material (one coordinate provided every 100 feet minimum) and at fittings.

(3) 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.

(4) Water valve location (center of valve box cover), size and type.

(5) Fire hydrant location (top of hydrant), manufacturer and year.

(6) 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.

(7) Water blow-off and air release valve location (center of cover), size, type and manufacturer.

(8) Water manhole or vault location (center of cover), size and type.

(9) Waste Water System Features:

(10) Sewer manhole and cleanout location (center of cover), size, material, and cover type.

(11) Sewer gravity main location (invert of pipe), size, material and flow direction (from) at all manholes, cleanouts and structures.

(12) 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).

(13) Sewer force main location (top of pipe), size, and material (one coordinate provided every 100 feet minimum) and at fittings.

(14) 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, Line Stop, Reducer, Saddle, Wye, Other.

(15) Sewer force main valve location (center of valve box cover), size and type.

(16) Sewer force main air release valve location (center of cover), size, type and manufacturer.

(17) Sewer force main manhole or vault location (center of cover), size and material.

(18) Sewer structure (center of structure), type (diversion, junction box)

(19) Reclaimed Water System Features:

(20) Reclaimed main location (top of pipe), size, and material (one coordinate provided every 100 feet minimum) and at fittings.

(21) Reclaimed 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.

(22) Reclaimed valve location (center of valve box cover), size and type.

(23) 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.

(24) Reclaimed blow-off and air release valve location (center of cover), size, type and manufacturer.

(25) Reclaimed manhole or vault location (center of cover), size and type.

(26) Storm Water System Features:

(27) Storm manhole and cleanout location (center of cover), size, material, and cover type.

(28) Storm gravity main location (invert of pipe), size, material, and flow direction (from) at all manholes, cleanouts, and structures.

(29) Storm structure location (center of structure), type and category including:

(30) Drywell, Catch Basin, Scupper, Bubbler Box, Collection Vault.

(31) 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 attribute, and

(2) Construction plans with collected utilities clearly redlined

(3) 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: GPS@Chandleraz.gov

Measurement and Payment:

GPS Data Collection (ESRI – ArcGIS Geodatabase Format) will be measured as a single complete unit of work and paid at the contract lump sum price, which price will be full compensation for the work as described herein, including submittal and acceptance by City of Chandler.

No payment will be made for rejected GPS Point Data.

ITEM NO. 3 CONTRACTOR QUALITY CONTROL

See City of Chandler General Conditions.

ITEM NO. 4 EROSION CONTROL (SWPPP PREPERATION, INSTALLATION, MAINTENANCE, AND REMOVAL)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to prepare the SWPPP plan, furnish, install, maintain and remove (if applicable) erosion control best management practices as specified in the Project Plans and directed by City Representatives.

Materials:

All materials will conform to the requirements of ADOT Standard Specifications. Section 810-2.

Construction Requirements:

All work under this item will be completed in conformance with the Project Plans and all applicable City, County, State, and Federal regulations.

Measurement and Payment:

Erosion Control (SWPPP Preparation, Installation, Maintenance, and Removal) will be measured as a single complete unit of work and paid at the contract lump sum price, which price will be full compensation for the work described herein and complete in place.

No payment will be made for rejected best management practices, for maintenance after a storm event, or for damage by the Contractor. No allowance will be made for extra material used in overlapping at splice joints.

ITEM NO. 5 MOBILIZATION/DEMOBILIZATION

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to conform to MAG Uniform Standard Specifications Section 109.10.

Measurement and Payment:

Mobilization/Demobilization will be measured as a single complete unit of work and paid at the contact lump sum price, which price will be full compensation for the work, complete in place.

ITEM NO. 6 CLEARING AND GRUBBING

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to conform to MAG Uniform Standard Specifications Section 201. The Contractor should review the landscape plans to identify trees to be protected in place. The Contractor will clear and grub only the areas required to construct the project improvements.

Construction Requirements:

All work under this item will be completed in conformance with MAG Uniform Standard Specifications Section 201 in its entirety except as modified herein.

Burning of trash, debris, plant material, wood, or any other waste material will not be allowed.

Measurement and Payment:

Clearing and Grubbing will be measured as a single complete unit of work and paid at the contact lump sum price, which price will be full compensation for the work, complete in place. No separate measurement will be made for trees 12 inches or less in diameter at 1-foot above the original ground surface.

ITEM NO. 7 REMOVE TREE, DIAMETER > 12 IN

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to remove and dispose of existing trees more than 12 inches in diameter, including roots and stumps from the project area, as shown on the Project Plans, in accordance with the requirements of MAG Uniform Standard Specifications Section 201 in its entirety except as modified herein.

Construction Requirements:

All tree removal personnel will have a minimum of one-year experience in large tree removal and be supervised at all times by a foreman with a minimum of two years' experience. Background information on all personal associated with this task, along with references that will verify experience, will be submitted to City Representatives at the pre-construction meeting.

Remove trees in sections by performing cutting operations from the top down, utilizing cranes or boom trucks to control the fall of large pieces of trunk, branches and any tree debris.

Cut trees flush with existing grades. All stumps will be ground to a minimum of three feet below existing grade including the removal of all roots that are at that same elevation below existing grade with the cost for these removals included under this bid item.

Cavities resulting from the removal of stumps and roots will be backfilled with material approved by City Representatives. The material will be compacted to a density of not less than 95 percent of the maximum density as determined in accordance with the requirements of the applicable test methods of the ADOT Materials Testing Manual and as directed and approved by City Representatives.

Contractor will coordinate with City Representatives no less than two weeks prior to this work to tag all trees designated for removal.

Upon removal, trees will become property of the Contractor.

Burning of the removed trees will not be permitted. All tree materials resulting from removal will be removed from the jobsite during the same work day period. No debris larger than one square inch will remain after the removal process is completed.

Measurement and Payment:

Remove Tree, Diameter > 12 In will be measured as a unit each for each tree removed and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place, including excavation and subsequent backfill, compaction, hauling, obtaining permits, and disposing of the trees.

ITEM NO. 8 CONSTRUCT BERM

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to grade the berm around the proposed temporary retention basins as shown on the plans.

Construction Requirements:

The grading shall comply with MAG Uniform Standard Specifications Section 211 in its entirety.

Measurement and Payment:

Construct Berm will be measured per cubic yard and will be paid for at the contract unit price per cubic yard, which price shall be full compensation for the work, complete in place.

ITEM NO. 9 EARTHWORK FOR RETENTION BASINS

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the excavation (or fill) to construct the retention basins as depicted by the contours and elevations shown within the details of the drainage plans. The work will also include adjustments for any structures or landscaping in existing retention basins as specified in the Project Plans.

Construction Requirements:

All grading for Earthwork for Retention Basins will be constructed in accordance with the requirements of with ADOT Standard Specifications Section 203.4, except as modified herein.

All basins constructed will be percolation tested in accordance with the double-ring infiltrometer test ASTM D3385. The results of the tests will be submitted to the City for evaluation prior to the acceptance of the basin grading.

Retention basin slopes will not exceed 4:1 horizontal to vertical.

Measurement:

Earthwork for Retention Basins will be measured per cubic yard, including percolation tests. The Engineer will compute the quantities of material excavated by a method which in his opinion is best suited to obtain an accurate determination.

Payment:

The accepted quantity of Earthwork for Retention Basins, measured as provided above, will be paid for at the contract unit price per cubic yard, which price will be full compensation for the work, complete in place. Payment will include adjustments and grading around existing structures and landscaping. No additional payment will be made for grading beyond the “match points” or extent of the new drainage contour lines, as

specified in the Project Plans or as a result of disturbance by the Contractor.

No additional payment will be made for the percolation tests, the cost being considered incidental to this item.

ITEM NO. 10 RIPRAP, D50=6 IN, T=12 IN

Description:

The work under this item will include furnishing of all materials, labor, and equipment necessary to install riprap at locations and dimensions as specified in on the Project Plans including filter fabric.

Materials:

Riprap stone will comply with MAG Uniform Standard Specifications Sections 701.2 and 703 in their entirety. All riprap will have a d_{50} size of six inches and T of 12 inches. Riprap will be constructed one foot thick. Filter Fabric will comply with MAG Uniform Standard Specification Section 796 in its entirety.

Construction Requirements:

Riprap will be constructed in accordance with MAG Uniform Standard Specification Section 220.

Measurement and Payment:

Riprap, D50=6 In, T=12 In will be measured per cubic yard and will be paid for at the contract unit price per cubic yard, which price will be full compensation for the item, complete in place, including filter fabric.

ITEM NO. 11 SUBGRADE PREPARATION

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the excavation for the grading and construction of the roadway as specified in the Project Plans.

Construction Requirements:

Subgrade Preparation will comply with MAG Standard Specifications Section 205 and 301 in its entirety, except as modified herein.

Measurement:

Subgrade Preparation will be measured per square yard including roadway excavation, borrow excavation, and fill construction.

Payment:

The accepted quantity of Subgrade Preparation, measured as provided above, will be paid for at the contract unit price per square yard, which price will be full compensation for the work, complete in place.

ITEM NO. 12 AGGREGATE BASE, 4 IN THICK (APN 304-81-037C)
ITEM NO. 13 AGGREGATE BASE, 5 IN THICK
ITEM NO. 14 AGGREGATE BASE, 12 IN THICK

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary for the placement and construction of the aggregate base course as specified in the Project Plans (DWG TX01).

Materials:

Aggregate Base will all comply with MAG Standard Specifications Section 702 in its entirety, except as modified herein.

The graded aggregate base course will meet City requirements, as shown in the table below:

Select Aggregate Base Conditions

SIEVE SIZE (PER ASTM D422-63)	PERCENT PASSING BY WEIGHT
1 1/4 INCH	100
No. 4	38-65
No. 8	25-60
No. 30	10-40
No. 200	3-12
P.I. MAX	5

Construction Requirements:

The work under these items will comply with MAG Standard Specifications Section 310 in its entirety, except as modified herein.

Measurement:

Aggregate Base, per thickness as specified in the Project Plans, will be measured per square yard.

Payment:

The accepted quantities of Aggregate Base, per thickness as specified in the Project Plans, measured as provided above, will be paid for at the contract unit price per square yard which price will be full compensation for the work, complete in place. Payment will include the excavation of in-situ material to reach depths specified on the Project Plans, percolation tests, and filter fabric.

No additional payment will be made for the excavation of in-situ material to reach depths as specified in the Project Plans, percolation tests or filter fabric, the cost being considered incidental to this item

ITEM NO. 15 ASPHALTIC CONCRETE PAVEMENT (2 IN SURFACE COURSE, A-12.5 EVAC)
ITEM NO. 16 ASPHALTIC CONCRETE PAVEMENT (3 IN SURFACE COURSE, A-12.5 EVAC)
ITEM NO. 17 ASPHALTIC CONCRETE PAVEMENT (3 IN BASE COURSE, A-19 EVAC)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary for mixing at a plant, hauling, and placing a mixture of aggregate materials, mineral admixture and asphalt binder to form a pavement course upon a previously prepared base or sub base at all locations as specified in the Project Plans.

Materials:

Asphalt Concrete Pavement mix design will conform to current East Valley Asphalt Committee (EVAC) Conventional List of Hot Mix Approved Asphalt Mixes as follows:

2 in surface course will be A-1/2

3 in surface course will be A-1/2

3 in base course will be A-3/4

For current EVAC specifications see City of Mesa website located here: http://www.mesaaz.gov/business/engineering/approve-products-equipment-natural-gas-line-contractors.

Surface course paving of milled surfaces will conform to MAG 710.

Construction Requirements:

The work under this item will comply with MAG Standard Specifications Section 321 in its entirety, except as modified herein.

The base prepared by the Contractor, on which the asphalt concrete pavement is to be placed, will be smooth, firm, and true to grade and cross-section as specified in the Project Plans, and will be so maintained throughout the period of placing asphalt concrete. If necessary, in order to obtain the above specified base condition, and if ordered by City Representatives, a leveling course of asphalt concrete compacted in layers not exceeding 2 inches in thickness or aggregate base will be spread to level irregularities such as dips, depressions, and sags. All irregularities such as humps or high spots will be removed in order to provide a smooth base of uniform grade and cross-section, so that subsequent surfacing will be of uniform thickness. No additional compensation will be allowed for furnishing and placing these materials and for all work incidental to the correcting of irregularities will be considered as included in the contract price for asphalt concrete pavement.

Cold joints between pavement sections will be saw cut.

Surface course paving of milled surfaces will conform to MAG 710. Tack coat will be applied to milled surface prior to paving, which is described under a separate item.

Measurement and Payment:

Asphaltic Concrete Pavement will be measured per square yard and will be paid for at the contract unit price per square yard which price will be full compensation for the work, complete in place.

No additional payment will be paid for saw cutting associated with cold joints.

Measurement and payment for tack coat between lifts as well as for milled surfaces will be paid for under a separate item.

ITEM NO. 18 PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) 9 IN THICK

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to construct concrete bus bays and private driveways as specified in the Project Plans.

Materials:

Portland Cement Concrete Pavement will comply with MAG Standard Specifications Section 725 in its entirety, except as modified herein.

Construction Requirements:

The work under these items will comply with MAG Uniform Standard Specifications Section 324 in its entirety, as well as City Details C-230 and C-231.

Measurement and Payment:

Portland Cement Concrete Pavement will be measured per square yard and will be paid for at the contract unit price per square yard, which price will be full compensation for the item, complete in place.

ITEM NO. 19 BITUMINOUS TACK COAT SS-1H, DILUTED

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to apply a bituminous tack coat at all locations as specified in the Project Plans or as directed by City Representatives.

Materials:

Bituminous Tack Coat will be SS-1h type or approved equal and will conform to MAG Standard Specification Section 713 in its entirety.

Construction Requirements:

Bituminous Tack Coat will comply with MAG Standard Specifications Section 329 in its entirety, except as modified herein.

Tack coat will be applied at the rate of no less than 0.08 gallons per square yard or as directed by City Representatives.

Measurement:

Bituminous Tack Coat will be measured per square yard and will be paid for at the contract unit price per square yard, which price will be full compensation for the work, complete in place.

No additional payment will be made for application of Bituminous Tack Coat SS-1H, Diluted, the cost being considered incidental to this item.

ITEM NO. 20 SURFACE SEAL

Description:

The work under this item will consist of furnishing of all materials, labor, and equipment necessary to complete surface seal of all areas identified on the Project Plans and as directed by City Representatives. The work will include cleaning and routing out appropriate cracks, cleaning and sweeping, and applying crack seal to appropriate cracks.

Materials:

Mineral aggregate gradation will conform to MAG Standard Specifications Section 715, Table 715-1, Type II.

Crack seal will be Deery-Crafco 220 or approved equal.

Surface seal shall be Polymer Modified Rejuvenating Emulsion Fog Coat (PMRE) from EGRON, or approved equal.

Construction Requirements:

The work under this item will comply with MAG Standard Specifications Section 331 in its entirety.

Prior to surface seal, pavement is to be cleaned and routed for appropriate cracks, cleaned and swept, and crack sealed with Deery-Crafco 220 or approved equal.

Contractor shall seal all cracks having an average clear opening ¼" or greater. All cracks with an average clear opening of less than 1/4 inch shall not be sealed unless directed to do so by City Representatives. All cracks between asphalt and curb or gutter shall be sealed regardless of clear opening size unless directed by City Representatives. Contractor shall contact City Representatives for filling of cracks 2" or wider.

Immediately prior to applying the sealant, Contractor shall thoroughly clean cracks and remove any loose particles, grass, grass roots, weeds, dust and other deleterious substances by means of high velocity compressed air or other methods prior approved by City Representatives. The compressor used shall be capable of a sustaining a minimum pressure of 90 psi. The crack cleaning equipment shall be capable of cleaning cracks to a minimum depth of ½" and shall be capable of dust containment (typically by a vacuum apparatus) by filtering particulate matter 10 micrometers or less in diameter with no dust clouds visible to the naked eye as determined by the City Representative. The conventional method of openly blowing out cracks with compressed air with no dust containment shall not be an acceptable crack cleaning method.

Crack cleaning shall be inspected and approved by the City Representative prior to the application of crack sealant.

Contractor shall place sealant so as to completely fill the crack and form a lap of greater

than 1" on each side. Immediately after the application, a rubber squeegee or other acceptable means shall be used to level the sealant flush with the existing pavement surface. After cooling, the sealant shall not shrink more than ¼" below the pavement surface.

Sealant shall be heated to between 325°F and 400°F (163°C and 204°C) for at least ½ hour prior to application. Sealant shall only be applied to clean, dry cracks that have been approved by the City Representative from the bottom up to the surface level. Contractor shall provide certificates on all temperature gauges. The dates of the certificates shall be within the previous three (3) month period.

The sealant shall be intended to be placed entirely within the crack. Blotter material may be required to prevent asphalt rubber bleed and/or pickup of sealant by vehicular traffic. Contractor shall install blotter material of a type acceptable to City and at the direction of the City Representative at no additional cost to the City. Typical blotter material shall be made up of sand/silica sand and cannot include powdered cement. Any blotter material must be pre-approved by the City Representative.

Measurement and Payment:

Surface Seal will be measured by the square yard and will be paid for at the contract unit price per square yard, which price will be full compensation for the item, complete in place.

No additional measurement or payment will be made for crack sealing, asphalt emulsion, blotter, and aggregate, the cost being considered incidental to this item.

ITEM NO. 21 VERTICAL CURB & GUTTER, TYPE A, H=6 IN, MAG DET 220-1
ITEM NO. 22 SINGLE CURB, TYPE A, MAG DET 222
ITEM NO. 23 END OF MEDIAN RAMP, CITY DET C-225

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to construct new curb and gutter, single curb, and end median ramp at locations as specified in the Project Plans.

Materials:

Curb & Gutter and transitions will comply with MAG Details 220-1, 220-2, 221, and 222. Single Curb, Type A will conform to MAG Detail 222. End Median Ramp will comply with City Detail C-225.

Construction Requirements:

The work under these items will comply with MAG Standard Specifications Section 340 in its entirety, MAG Details 220-1, 220-2, and 222, and City Detail C-225. Concrete

curb/curb and gutter transitions will be constructed in accordance with MAG Detail 221.

Measurement:

Vertical Curb & Gutter and Single Curb will be measured per linear foot, including median nose transitions and curb and gutter transitions. End of Median Ramp will be measured as a unit for each, including concrete median paving and concrete curbs at the end of median ramp.

Payment:

Vertical Curb & Gutter and Single Curb, measured as provided above, will be paid for at the contract unit price per linear foot, which price will be full compensation for the work, complete in place.

End of Median Ramp, measured as provided above, will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place, including concrete median paving and concrete curb at the end of median ramp.

No additional payment will be paid for median nose transitions or curb/curb and gutter transitions, the cost being considered incidental to this item.

ITEM NO. 24 CONCRETE HEADER (6 IN)

Description:

The work under this item will consist of furnishing of all materials, labor, and equipment necessary to construct concrete header with a medium broom finish at the locations as specified in the Project Plans and in accordance with the details shown on the Project Plans, these Technical Specifications, and the requirements of the MAG Standard Specifications.

Materials:

All materials will conform to MAG Standard Specifications Sections 342 in its entirety.

Construction Requirements:

The Contractor will be responsible for forming the concrete headers per the detail shown on the Project Plans and City Detail C-225. Prior to placing the concrete header, the Contractor will obtain approval from City Representatives for the finish and forming to ensure it is consistent with the layout as specified in the Project Plans and that the finish is acceptable prior to proceeding with the work.

All exposed edges will have a 1/4-inch radius.

Measurement and Payment:

Concrete Header (6 in) will be measured by the linear foot and will be paid for at the contract unit price per linear foot, which price will be full compensation for the work complete in place.

ITEM NO. 25 CONCRETE SIDEWALK, MAG DET 230

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary construct new concrete sidewalk per MAG Detail 230 at all locations as specified in the Project Plans.

Materials:

All materials will conform to MAG Detail 230 in their entirety, except as modified herein.

Construction Requirements:

Comply with Chapter 4 - Street Design and Access Control, of City of Chandler Engineering & Design Standards Manual and MAG Detail 230 in their entirety and all City of Chandler supplements, except as modified herein.

Measurement and Payment:

Concrete Sidewalk will be measured per square foot and will be paid for at the contract unit price per square foot, which price will be full compensation for the work, complete in place.

ITEM NO. 26 CONCRETE CURB RAMP WITH DETECTABLE WARNING, CITY DET C-257
ITEM NO. 27 CONCRETE CURB RAMP WITH DETECTABLE WARNING, CITY DET C-258

Description:

The work under this item will consist of furnishing of all materials, labor, and equipment necessary to construct concrete curb ramps at locations as specified in the Project Plans.

Materials:

All materials will conform to City Details C-257 and C-257 in their entirety, including all City of Chandler supplements.

Construction Requirements:

Concrete Curb Ramps will comply with City Details C-257 and C-258 in their entirety, including all City of Chandler supplements.

The work under this item includes construction of the adjacent concrete sidewalk areas and concrete curb as shown per City Details C-257 and C-258 and as specified in the Project Plans and all City of Chandler supplements

Measurement:

Concrete Curb Ramps will be measured as a unit for each, including detectable warnings, additional sidewalk area, and concrete curb as specified in the Project Plans.

Payment:

The accepted quantities of Concrete Curb Ramps, measured as provided above, will be paid for at the contract unit price each, which price will be full compensation for the item, complete in place.

No additional payment will be made for additional sidewalk area or concrete curb, the cost being considered incidental to this item.

Detectable warnings will be installed, measured, and paid for under a separate item.

ITEM NO. 28 DRIVEWAY ENTRANCE, MAG DET. 250-2, RESIDENTIAL

Description:

The work under these items will consist of furnishing all materials, labor and equipment necessary construct new concrete driveway entrances at all locations as specified in the Project Plans.

Materials:

All materials will conform to MAG Details 250-1 & 250-2 in their entirety.

Construction Requirements:

The work under these items will comply MAG Details 250-1 & 250-2 in their entirety, except as specified in the Project Plans and all City of Chandler supplements

Measurement and Payment:

Driveway Entrances will be measured per square foot and will be paid for at the contract unit price per square foot, which price will be full compensation for the work, complete in

place.

ITEM NO. 29 CONCRETE APRON AND VALLEY GUTTER, MAG DET 240

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to construct new concrete apron and valley gutters at all locations as specified in the Project Plans.

Materials:

All materials will conform to MAG Detail 240 in its entirety.

Construction Requirements:

The work under this item will comply with MAG Detail 240 in its entirety, including all City of Chandler supplements except as modified herein.

Measurement and Payment:

Concrete Apron and Valley Gutter will be measured per square foot and will be paid for at the contract unit price per square foot, which price will be full compensation for the work, complete in place.

ITEM NO. 30 INTERLOCKING CONCRETE PAVERS

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to complete the installation of decorative interlocking concrete pavers within the medians or as otherwise as specified in the Project Plans.

Materials:

The Interlocking Concrete Pavers will be Acker-Stone Industries Street Stone I (3”x6”, 6”x6”) / Street Stone II (6”x9”) type, Gila River color, and Random Ashlar pattern, or approved equal per City of Chandler Approved Products List. All other materials will comply with MAG Detail 225.

Construction Requirements:

The work under this item will comply with MAG Detail 225 and COC Detail C-225. The subgrade surface, 4-inch aggregate base course (ABC) base, and 1-inch sand bedding will each be compacted to a density of not less than 95 percent of the maximum density

as determined in accordance with the requirements of the applicable test methods of the ADOT Materials Testing Manual, as directed and approved by City Representatives.

A sample of the pavers and layout pattern will be submitted to the City of Chandler for approval at least two weeks before the start of work. Installation of decorative interlocking concrete pavers will not begin until the submitted samples and layout pattern have been approved by City Representatives.

Measurement and Payment:

Interlocking Concrete Pavers will be measured by the square yard and will be paid for at the contract unit price per square yard, which price will be full compensation for the item, compete in place, including samples, preparation of the subgrade, ABC base, sand and design of layout pattern.

ITEM NO. 31 REINSTALL PAVER DRIVEWAY (APN 304-81-221C)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to complete the installation of a brick paver driveway at APN 304-81-221C as specified in the Project Plans.

Materials:

Existing pavers will be salvaged by the City and stored onsite until they are reinstalled. The brick paver driveway will be reinstalled using the existing materials and required to generally match the existing brick paver driveway in shape, size, type, and color. Any new brick paver material will be approved by City Representatives prior to installation. All other materials will comply with manufacturer requirements.

Construction Requirements:

The work under this item will comply with manufacturer requirements. The subgrade surface, ABC base, and sand bedding will be installed and compacted per manufacturer requirements, as directed and approved by City Representatives.

A sample of the pavers and layout pattern will be submitted to the City of Chandler for approval at least two weeks before the start of work. Installation of the brick paver driveway will not begin until the submitted samples and layout pattern have been approved by City Representatives.

Additional pavers not used for the reinstallation of the brick paver driveway will be returned to the property owner. The Contractor will be required to obtain the property

owners' sign-off as proof of delivery of the salvaged material.

Measurement and Payment:

Reinstall Paver Driveway will be measured by the square foot and will be paid for at the contract unit price per square foot, which price will be full compensation for the item, compete in place, including samples, preparation of the subgrade, ABC base, sand and design of layout pattern.

The contractor will be responsible for payment of additional pavers if existing pavers are damaged during construction and cannot be salvaged and reused.

ITEM NO. 32 REMOVE AND REPLACE EXISTING CAST IRON MANHOLE FRAME AND COVER WITH COMPOSITE MANHOLE FRAME AND COVER PER COC DTL C-400 AND ADJUST TO GRADE PER COC DTL C-401, TYPE 'B'

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to remove and replace all existing sanitary sewer manhole frames and covers with composite manhole frames and covers and adjust them to match the final surface grade at all locations as specified in the Project Plans. This work will include application of a corrosion-protective coating system per City of Chandler Standard Detail C-401.

The Contractor shall comply with the City of Chandler Specifications for Corrosion-Protective Manholes. The City shall supply composite frame, cover, and grade rings to be installed by the Contractor as well as the construction of a new concrete collar. Training on the composite installation is required by the City prior to obtaining City supplied materials.

Materials:

All materials shall conform to City of Chandler Standard Details C-400 and C-401.

Corrosion-protective coating system materials in accordance with MAG Section 626 and City MAG Supplement Section 626 shall be one of the systems included on the City of Chandler list of approved products.

All composite adjustment ring materials shall comply with City of Chandler Standard Details C-400 and C-401 and the City of Chandler list of approved products.

The City shall supply the composite frame, cover, and grade rings to the Contractor.

Construction Requirements:

The work under this item will comply with City Details C-400 and C-401.

All manholes shall have a corrosion-protective coating system applied to all exposed surfaces, with the application completed in accordance with the manufacturer's specifications and the City of Chandler's specifications.

Measurement and Payment:

Remove & Replace Manhole Frame & Cover and Adjust to Grade will be measured as a unit per each and will be paid for at the contract unit price each, which price shall be full compensation for the work, complete in place.

No payment will be made to furnish manhole cover, to be provided to the Contractor by the City.

ITEM NO. 33 ADJUST VALVE BOX & COVER, MAG DET 391-1, 391-2 AND CITY DET C-307 AND C-317
ITEM NO. 34 ADJUST VALVE BOX & COVER (NON-CITY UTILITY)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to reset frames and covers for existing water and reclaimed water valve boxes and covers at all locations as specified in the Project Plans. This work also includes adjustment of private utility valves as indicated on the Project Plans.

Materials:

All materials will conform to MAG Details 270, 391-1 and 391-2 and City Detail C-307, or as otherwise required by non-City utilities.

Construction Requirements:

Comply with, MAG Details 270, 391-1 and 391-2, and City Details C-307 and C-317, in their entirety, including all City of Chandler supplements except as modified herein, or as otherwise required by non-City utilities.

Measurement and Payment:

Adjust Valve Box & Cover will be measured as a unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place.

ITEM NO. 35 REMOVE PIPE, BACKFILL & COMPACT, VARIOUS TYPES AND

SIZES

Description:

The work under this item will consist of furnishing all materials, labor, and equipment for the removal of abandoned pipes (all types) at locations as specified in the Project Plans or as directed by City Representatives, including, but not limited to, private irrigation pipelines along as specified in the Project Plans.

Construction Requirements:

Removal of abandoned pipes, backfilling, and compaction will comply with MAG Standard Specifications Section 350 in its entirety except as modified herein.

Measurement and Payment:

Remove Pipe, Backfill & Compact will be measured per linear foot and will be paid for at the contract unit price per linear foot, which price will be full compensation for the work, complete in place. No additional payment will be made for cutting, plugging, capping, backfilling, compaction, hauling, proper disposal, or temporary pavement, the cost being considered incidental to this item.

ITEM NO. 36 REMOVE ASPHALTIC CONCRETE PAVEMENT

Description:

The work under these items will consist of furnishing all materials, labor, and equipment for the removal and disposal of existing asphaltic concrete pavement and Portland cement concrete pavement at locations as specified in the Project Plans.

Construction Requirements:

The work under these items will comply with MAG Standard Specifications Section 350 in its entirety.

Measurement and Payment:

Remove Asphaltic Concrete Pavement will be measured per square yard and will be paid for at the contract unit price per square yard, which price will be full compensation for the work, complete in place.

ITEM NO. 37 MILL AND REMOVE BITUMINOUS PAVEMENT, 2 IN

Description:

The work under this item will consist of furnishing all materials, labor, and equipment for milling, removal, and disposal of existing bituminous pavement as well as cleaning, sweeping, and crack seal at locations as specified in the Project Plans.

Construction Requirements:

Mill, removal, and disposal of existing bituminous pavement at a depth of two inches will comply with MAG Standard Specifications Section 317 in its entirety.

The milled surface is to be cleaned to route out appropriate cracks. The surface is then to be cleaned and swept. Crack seal (Deery-Crafco 220 or approved equal) is to be applied to appropriate cracks to prepare for paving.

Contractor shall seal all cracks having an average clear opening ¼" or greater. All cracks with an average clear opening of less than 1/4 inch shall not be sealed unless directed to do so by City Representatives. All cracks between asphalt and curb or gutter shall be sealed regardless of clear opening size unless directed by City Representatives. Contractor shall contact City Representatives for filling of cracks 2" or wider.

Immediately prior to applying the sealant, Contractor shall thoroughly clean cracks and remove any loose particles, grass, grass roots, weeds, dust and other deleterious substances by means of high velocity compressed air or other methods prior approved by City Representatives. The compressor used shall be capable of a sustaining a minimum pressure of 90 psi. The crack cleaning equipment shall be capable of cleaning cracks to a minimum depth of ½" and shall be capable of dust containment (typically by a vacuum apparatus) by filtering particulate matter 10 micrometers or less in diameter with no dust clouds visible to the naked eye as determined by the City Representative. The conventional method of openly blowing out cracks with compressed air with no dust containment shall not be an acceptable crack cleaning method.

Crack cleaning shall be inspected and approved by the City Representative prior to the application of crack sealant.

Contractor shall place sealant so as to completely fill the crack and form a lap of greater than 1" on each side. Immediately after the application, a rubber squeegee or other acceptable means shall be used to level the sealant flush with the existing pavement surface. After cooling, the sealant shall not shrink more than ¼" below the pavement surface.

Sealant shall be heated to between 325°F and 400°F (163°C and 204°C) for at least ½ hour prior to application. Sealant shall only be applied to clean, dry cracks that have been approved by the City Representative from the bottom up to the surface level. Contractor shall provide certificates on all temperature gauges. The dates of the certificates shall be within the previous three (3) month period.

The sealant shall be intended to be placed entirely within the crack. Blotter material may be required to prevent asphalt rubber bleed and/or pickup of sealant by vehicular traffic. Contractor shall install blotter material of a type acceptable to City and at the direction of the City Representative at no additional cost to the City. Typical blotter material shall be made up of sand/silica sand and cannot include powdered cement. Any blotter material must be pre-approved by the City Representative.

Measurement and Payment:

Mill and Remove Bituminous Pavement will be measured per square yard and will be paid for at the contract unit price per square yard, which price will be full compensation for the work, complete in place, including all asphalt milling around structures, removal and disposal of milled materials, cleaning, sweeping, and crack sealing to prepare for paving.

ITEM NO. 38 REMOVE IRRIGATION STRUCTURE

Description:

The work under this item shall consist of removal and disposal of a private irrigation structure necessary for the accomplishment of the improvements shown on the Project Plans.

Construction Requirements:

Comply with MAG Uniform Standard Specifications Section 350 in its entirety, including all City of Chandler supplements except as modified herein.

Measurement and Payment:

Remove Irrigation Structure will be measured as a unit for each and will be paid for at the contract unit price per each which price shall be full compensation for the work, complete in place. No additional payment will be made for excavation, backfilling, compaction, disposal and capping at the utility main, epoxy, coordination of water/reclaimed water shutdowns, the cost being considered included in this item.

ITEM NO. 39 REMOVE CONCRETE CURB AND GUTTER
ITEM NO. 40 REMOVE CONCRETE DITCH AND BACKFILL

Description:

The work under these items will consist of furnishing all materials, labor, and equipment

for the removal and disposal of existing concrete curb & gutter and concrete irrigation ditch at locations as specified in the Project Plans.

Construction Requirements:

Removal and disposal of existing concrete curb & gutter and concrete irrigation ditch will comply with MAG Standard Specifications Section 350 in its entirety, except as modified herein.

The Contractor will be responsible for removing the identified concrete improvements in their entirety. The Contractor will backfill the excavated area per the City's requirements for backfilling and compaction.

Measurement and Payment:

Remove Concrete Curb & Gutter and Remove Concrete Ditch & Backfill will be measured per linear foot and will be paid for at the contract unit price per linear foot, which price will be full compensation for the work, including all removals, disposals, backfilling, and compaction, complete in place.

ITEM NO. 41 REMOVE CONCRETE SIDEWALKS, DRIVEWAYS, AND SLABS
ITEM NO. 42 REMOVE VALLEY GUTTER

Description:

The work under these items will consist of furnishing all materials, labor, and equipment for the removal and disposal of existing concrete sidewalks, driveways, slabs, and valley gutters at locations as specified in the Project Plans.

Construction Requirements:

The work under these items will comply with MAG Standard Specifications Section 350 in its entirety, except as modified herein.

The Contractor will be responsible for removing and disposal of the identified concrete improvements in their entirety. The Contractor will backfill the excavated area per the City's requirements for backfilling and compaction.

Measurement and Payment:

Remove Concrete Sidewalk, Driveway, Slabs, and Valley Gutter will be measured per square foot and will be paid for at the contract unit price per square foot, which price will be full compensation for the work, including all removals, disposals, backfilling, and compaction, complete in place.

ITEM NO. 43 REMOVE AND SALVAGE PAVERS (APN 304-81-221C)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment for the removal and salvage of the existing paver driveway on APN 304-81-221C.

Construction Requirements:

The work under these items will comply with MAG Standard Specifications Section 350 in its entirety, except as modified herein.

The Contractor will be responsible for removing and salvage of the identified pavers in their entirety. The Contractor will backfill the excavated area per the City's requirements for backfilling and compaction.

Measurement and Payment:

Remove and Salvage Existing Pavers will be measured per square foot and will be paid for at the contract unit price per square foot, which price will be full compensation for the work, including all removals, disposals, backfilling, and compaction, complete in place.

ITEM NO. 44 REMOVE DIRECT BURY POLE AND MAST ARM

Description:

The work under this item will include the furnishing of all materials, equipment and labor for removing Streetlight poles and equipment within the project limits.

Construction Requirements:

The Contractor will coordinate all work associated with the streetlight systems (i.e. de-energizing the system, etc.) with SRP Power. The Contractor will be responsible for removing all existing Streetlight poles, luminaires, mast arms, and associated appurtenances within the project limits. All associated street light material and equipment, including poles, will be disposed of by the Contractor at their expense.

The Contractor will backfill the excavated area per MAG Standard Specifications Section 350.

Measurement:

Remove Direct Bury Pole and Mast Arm will be measured as a unit for each light pole removed including luminaires, mast arms, and associated appurtenance.

Payment:

The accepted quantities of Remove Direct Bury Pole and Mast Arm, measured as provided above, will be paid for at the contract unit price per each, which price will be full compensation for the item, complete in place. No additional payment will be paid for the disposal of removed materials, the cost considered being included in this bid item.

ITEM NO. 45 REMOVE EXISTING HPS FIXTURE

Description:

The work under this item will include the furnishing of all materials, equipment and labor for removing and disposing of existing high pressure sodium light fixtures within the project limits.

Construction Requirements:

The Contractor will coordinate all work associated with the streetlight systems (i.e. de-energizing the system, etc.) with SRP Power. The Contractor will be responsible for removing all existing luminaires within the project limits. All associated light material will be disposed of by the Contractor at their expense.

Measurement:

Remove Existing HPS Fixture will be measured as a unit for each light fixture removed.

Payment:

The accepted quantities of Remove Existing HPS Fixture, measured as provided above, will be paid for at the contract unit price per each, which price will be full compensation for the item, complete in place. No additional payment will be paid for the disposal of removed materials, the cost considered being included in this bid item.

ITEM NO. 46 REMOVE AND SALVAGE SIGN ASSEMBLY

Description:

The work under this item consists of furnishing all equipment, labor, and materials necessary to removal and salvage existing signs at locations as specified in the Project Plans or directed by City Representatives.

Construction Requirements:

The Contractor will be responsible for removing, salvaging, storing, and delivering the identified existing signs, and if necessary, removing the existing sign foundation, sign post, hardware and appurtenances and salvaging as required.

At least two week prior to removal of signs, the Contractor will make arrangements for the City Representative to inspect all items to determine which items are salvageable. Any items not salvageable, as determined by the City, will be disposed of by the Contractor at his expense. All salvaged items will be returned to the City of Chandler storage yard at 1800 S/ McQueen Road, Chandler, Arizona. Any items determined to be salvageable prior to removal and then damaged during the removal or delivery will be replaced at no cost to the City.

The work shall include any necessary excavation and backfilling, to remove foundation and to return the existing ground to its former state before removal. The Contractor shall completely backfill and compact the foundation excavation area in accordance with the City requirements and MAG Standard Specifications Section 350.

The Contractor will utilize the existing stop signs and other signing items instead of temporary signing at those locations as much as possible until the existing signing items are no longer determined to be necessary. All items to be removed and which will not be incorporated into the new work, will be removed in a manner which will not produce unnecessary damage or disturbance. The Contractor will not disturb any other signs, sign posts, foundations, or object marks, not specifically indicated on the Projects Plans or in the technical specifications to be removed unless otherwise direction by City Representatives.

Any items which are not identified to be removed but which are damaged as a result of the construction will be replaced at the Contractor’s expense.

Measurement and Payment:

Remove and Salvage Sign will be measured as a unit for each and will be paid for at the contract unit price per each, which price shall be full compensation for the work, complete in place.

No additional payment will be made for hauling, storing, delivery, removal, or disposal offsite of the signs, sign posts, foundations, hardware, backfill and compaction, the cost being considered incidental to this item.

ITEM NO. 47 REMOVE FENCE
ITEM NO. 48 REMOVE WALL

Description:

The work under these items will consist of furnishing all materials, labor, and equipment for the removal and disposal of existing fences, walls and gates at locations as specified in the Project Plans, including all appurtenance, such as, but not limited to foundations, hardware, and termination of electrical.

Construction Requirements:

The work under these items will comply with MAG Standard Specifications Section 350 in its entirety, including all except as modified herein.

The Contractor will remove the fences, walls, and gates, including foundations, hardware, posts, lighting, and backfill, compaction, and disposal.

The Contractor will be required to notify property owners 30 days prior to wall removal and coordinate materials to be salvaged to the property owner including but not limited to existing light fixtures, existing wrought iron, and other existing features. The Contractor will be required to obtain the property owners' sign-off as proof of delivery of salvaged materials.

The Contractor will remove the segment of existing power feed (to wall lighting) that is in conflict with the project improvements and terminate beyond the alignment of the new wall.

The Contractor will not remove existing fences and gates until new fence and gates have been fully erected, except as needed to construct new fence and gate connections to existing fence.

Measurement:

Remove Fence and Remove Wall will be measured per linear foot along the center of the fence or wall.

Remove Gate will be measured as a unit for each, including hardware, posts, foundations, backfill, compaction and disposal.

Payment:

The accepted quantity of Remove Fence and Remove Wall, measured as provided above, will be paid for at the contract unit price per linear foot, which price will be full compensation for the work, complete in place.

No separate payment will be made for the removal, disposal, or salvage of hardware, posts, lighting, hardware, and foundations, backfill and compaction, removal of existing power feed and termination beyond the alignment of the new wall, the cost being considered incidental to this item.

ITEM NO. 49 REMOVE AND SALVAGE EXISTING WROUGHT IRON GATE (APN 304-81-221C)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment for the removal and salvage of the existing entry gate on APN 304-81-022C as specified in the Project Plans, including all appurtenance, such as, but not limited to foundations, hardware, and termination of electrical.

Construction Requirements:

The work under these items will comply with MAG Standard Specifications Section 350 in its entirety, including all except as modified herein.

The Contractor will remove the gate including foundations, hardware, posts, lighting, and backfill, compaction, and disposal.

The Contractor will be required to notify property owners 30 days prior to gate removal and coordinate materials to be salvaged to the property.. The Contractor will be required to obtain the property owners' sign-off as proof of delivery of salvaged materials.

The Contractor will not remove existing gate until new fence and gates have been fully erected, except as needed to construct new fence and gate connections to existing fence.

Measurement:

Remove and Salvage Gate will be measured as a unit for lump sum, including hardware, posts, foundations, backfill, compaction and disposal.

Payment:

The accepted quantity of Remove and Salvage Gate, measured as provided above, will be paid at the contract unit price each, which price will be full compensation for the work, complete in place.

ITEM NO. 50 REMOVE EXISTING DECORATIVE WALL, REMOVE AND SALVAGE EXISTING LIGHT FIXTURE AND CURVED WROUGHT IRON VIEW VENCE (APN 304-81-221C)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment for the removal and disposal of the existing decorative wall and planter area and the removal and salvage of the existing light fixture and curved wrought iron view fence at the entrance of APN 303-81-221C as specified in the Project Plans.

Construction Requirements:

Remove Existing Decorative Wall will comply with MAG Standard Specifications Section 350 in its entirety, except as modified herein.

The Contractor will be responsible for removing and disposing of the identified features in its entirety. The Contractor will backfill the excavated area per MAG Standard Specifications Section 350.

The Contractor will be required to notify property owners 30 days prior to wall removal and coordinate materials to be salvaged to the property including light fixture and curved wrought iron view fence. The Contractor will be required to obtain the property owners' sign-off as proof of delivery of salvaged materials.

Measurement and Payment:

Remove Existing Decorative Wall will be measured as a single complete unit of work and will be paid at the contract lump sum price, which price will be full compensation for the work, complete in place, including all removals, disposals, backfilling, and compaction.

ITEM NO. 51 REMOVE AND SALVAGE TRAFFIC SIGNALS

Description:

The work under this item will consist of furnishing of all materials, labor, and equipment for removing and salvaging traffic signals, including the foundations, poles, luminaires, mast arms, vehicular and pedestrian signal heads, mounting assemblies, video detection, emergency preemption, interconnect cabling, interconnect pull boxes, and incidental traffic signal equipment.

Construction Requirements:

At least two weeks prior to removals, the Contractor and City Representative will inspect all traffic signals and equipment to determine which items are salvageable.

Prior to the delivery of any salvaged material or equipment, the Contractor will make arrangements for the City to inspect all items. Any material or equipment not salvageable, as determined by the City, will be disposed of by the Contractor at his expense. Any items determined to be salvageable prior to removal and then damaged during the removal will be replaced at no cost to the City.

The Contractor will remove the existing interconnect cabling and interconnect pull boxes at locations as specified in the Project Plans.

The Contractor will be responsible for removing all existing traffic signal foundations, poles, luminaires, mast arms, vehicular and pedestrian signal heads, mounting assemblies, video detection, emergency preemption, interconnect cabling, interconnect pull boxes, and incidental traffic signal equipment at locations as specified in the Project Plans. All salvaged luminaires, mast arms, and poles will be returned to the City of Chandler storage yard at 1800 S. McQueen Road, Chandler, Arizona. All remaining traffic signal components, including but not limited to vehicular and pedestrian signal heads, mounting assemblies, video detection, emergency preemption, are to be salvaged and delivered to the Operations Yard at 249 E. Chicago Street, Chandler, Arizona.

Pole foundations will be removed completely. The Contractor will backfill the excavated area per the City's requirements for backfilling and compaction.

Measurement and Payment:

Remove and Salvage Traffic Signals will be measured as a single complete unit of work and paid for at the contract lump sum price, which price will be full compensation for the work, complete in place, including delivery and disposal.

ITEM NO. 52 REMOVE AND RELOCATE MAILBOX

Description:

The work under this item will consist of furnishing all materials, labor, and equipment for relocating mailboxes at locations as specified in the Project Plans or as directed by City Representatives. Foundation removal, if required, will also be included in this work.

Construction Requirements:

Relocate mailboxes will comply with MAG Standard Specifications Section 350 in its entirety.

Prior to the removal of mailboxes, the Contractor will make arrangements for the City to

inspect all items. Any mailboxes deemed not salvageable, as determined by the City, will be disposed of by the Contractor and replaced with a City-approved and property owner-accepted mailbox at the Contractor's expense.

The work under this item will also include the relocation of foundations, backfill, and compaction.

For each mailbox, the Contractor shall protect-in-place the existing mailbox or provide a temporary mailbox during construction as directed by the United States Postal Service (USPS), until the permanent mailbox is installed. If a temporary mailbox is installed, the Contractor shall coordinate with the United States Postal Service (USPS) prior to removal of the existing mailbox to ensure continued mail service throughout construction duration. Temporary mailboxes shall be of a similar size to the existing mailbox.

Measurement:

Remove and Relocate Mailbox will be measured as a unit for each mailbox relocated including foundation, appurtenances, backfill and compaction, and disposal.

Payment:

The accepted quantities of Remove and Relocate Mailboxes, measured as provided above, will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place.

No additional payment will be paid for backfill and compaction and disposal of removed items, the cost being considered incidental to this item.

Any mailboxes deemed not salvageable, as determined by the City that must be disposed of and replaced with a City-approved equal mailbox, no additional payment will be paid for materials or installation, the costs being considered incidental to this item.

No additional payment will be paid for materials or installation of temporary interim mailboxes or USPS coordination, the costs being considered incidental to this item.

ITEM NO. 53 REMOVE AND REINSTALL SIGN

Description:

The work under this item consists of furnishing all equipment, labor, and materials necessary to remove and reinstall existing signs at locations as specified in the Project Plans or directed by City Representatives.

Construction Requirements:

The Contractor will be responsible for removing, storing, and reinstalling the identified existing signs, and if necessary removing the existing sign foundation, sign post,

hardware and appurtenances and reinstalling sign to a new sign post and foundation or light pole with new hardware and appurtenances.

The work under this item will comply with MAG Standard Specifications Section 350 and City of Chandler Standard Detail C-613.

Prior to the removal of signs, the Contractor will make arrangements for the City Representative to inspect all signs all signs to be removed. Any signs deemed not salvageable, as determined by the City Representative, will be disposed of by the Contractor at his expense. Any signs damaged during removal or storage will be replaced at no cost to the City.

Measurement and Payment:

Remove and Reinstall Sign will be measured as a unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place.

No additional payment will be made for new hardware, appurtenances, sign post, foundation, backfill, compaction or disposal, the cost being considered incidental to this item.

ITEM NO. 54 TRAFFIC CONTROL

Description:

Traffic Control is per City's General Conditions and MAG Uniform Standard Details for Public Works Construction, Section 401 "TRAFFIC CONTROL".

Construction Requirements:

Traffic Control is per City's General Conditions and MAG Uniform Standard Details for Public Works Construction, Section 401 "TRAFFIC CONTROL".

Measurement:

Traffic Control is per City's General Conditions and MAG Uniform Standard Details for Public Works Construction, Section 401 "TRAFFIC CONTROL".

Payment:

Traffic Control is per City's General Conditions and MAG Uniform Standard Details for Public Works Construction, Section 401 "TRAFFIC CONTROL".

ITEM NO. 55 UNIFORMED OFF-DUTY LAW ENFORCEMENT OFFICER

Description:

The purpose of this allowance is to provide a funding source for the direct costs associated with utilizing Local Law Enforcement Officers for traffic control purposes as required by the City. The Contractor is encouraged to first utilize City of Chandler officers for off-duty flagging services. Should City of Chandler officers not be available for the time(s) requested by the Contractor, the Contractor may utilize officers from other jurisdictions with prior approval by City Representatives. In all cases, the Contractor will be responsible for obtaining, coordinating, and paying all costs for local enforcement officers and their vehicles.

Contract reimbursement from this allowance (in whole or in part) is not ensured. The Contractor will not anticipate, nor plan, for the allowance dollar amount to be included in the total contract amount as part of this project.

Construction Requirements:

A uniformed off-duty law enforcement officer will not be scheduled to work more than 12 consecutive hours unless an emergency exists which, in the opinion of the City Representative, requires that the officer remains in the capacity of flagger.

Measurement:

Flagging services will be measured for each hour a uniformed off-duty enforcement officer and authorized vehicle is employed directly by the Contractor as a flagger and authorized in advance by the City Representative. Flagging services will be rounded to the nearest hour.

Uniformed off-duty law enforcement officer flagging services used outside the project limits will not be reimbursed under this item. The project limits are defined as the construction work zone as shown on the approved traffic control plan for the specific area under construction.

Payment:

The accepted quantities of Uniformed Off-Duty Law Enforcement Officer, measured as provided above, will be paid for at the contract unit price per hour, which price will be full compensation for the work, complete in place, including vehicle and workman's compensation.

Reimbursement for Uniformed Off-Duty Law Enforcement Officer will be paid at actual police department invoiced amount only (law enforcement officer hourly rate + hourly workers compensation fee + hourly law enforcement vehicle fee). No additional markup (overhead or profit) is allowed or paid for.

ITEM NO. 56 SURVEY MARKER, TYPE A, MAG DET 120

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary install survey markers, of the type indicated, at all locations as specified in the Project Plans.

Materials:

All materials will conform to MAG Detail 120.

Construction Requirements:

The work under this item will comply with MAG Detail 120 in its entirety, including all City of Chandler supplements except as modified herein.

Measurement and Payment:

Survey Marker will be measured as a unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place.

ITEM NO. 57 METAL FENCE (MATCH-IN-KIND) (APN 304-75-013B)

Description:

This work will consist of furnishing all labor, materials, and equipment necessary to construct new metal fence and connect to existing on APN 304-75-013B.

Materials:

All materials will match existing. The Contractor will submit shop drawings to City Representative for approval.

Construction Requirements:

The Contractor will comply with shop drawing submittal approved by City Representative.

Measurement:

Metal Fence (Match-in-Kind) will be measured per linear foot, including excavation, foundations, posts, braces, and hardware.

Payment:

The accepted quantities of Metal Fence (Match-in-Kind), measured as provided above, will be paid for at the contract unit price per linear foot which price will be full compensation for the work, complete in place.

ITEM NO. 58 LANDSCAPE ESTABLISHMENT – NINETY (90) DAYS

Description:

The Construction Phase of the contract will consist of all items under this contract other than items covered under the Landscape Establishment item. When all work is completed under the Construction Phase of the contract and approved by City Representatives, Landscape Establishment of the contract will begin. No work or contract time under the Landscape Establishment phase of the project will begin until all work under the Construction Phase is considered complete by City Representatives.

The water used during Landscape Establishment to properly maintain the plant material will be furnished by the City of Chandler, at designated sources from within the project limits, at no charge to the Contractor. The Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

During the second half of the Landscaping Establishment period, the Contractor will provide, where required, plant replacements as follows:

Original Size	Replacement Size
1 gallon	5 gallon
5 gallon	15 gallon
15 gallon	24-inch box
36-inch box	48-inch box

During the second half of the Landscape Establishment period, the Contractor will

provide plant material replacements for existing plants that die as follows:

Existing Plant Material Sizes	Replacement Size
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

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 of Chandler.

General:

The Prime Contractor will be in direct control of work performed under Landscape Establishment. If work is subcontracted, due to labor shortage, a representative of the Prime 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 the prime if the prime has received approval from City Representatives. The Prime Contractor will submit the required subcontract documentation.

The Landscape Establishment period will be 90 days.

Planted Stock and Seeding Establishment:

Materials and labor required for tree guying will be considered as included in the cost paid for under for the Landscape Establishment item.

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.

The 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 the City, if the City Representative deems additional applications are required to control weed growth.

Application sequence will be approved in advance by the City of Chandler. 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 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.

The pre-emergent herbicide will be applied in accordance with the requirements of Section 803-3.02 of these Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.

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.

The Contractor will supply City of Chandler with a minimum of 250 white colored marking flags for the purpose of conducting the monthly Landscape Establishment inspections per the acceptance of City Representatives.

Measurement and Payment:

Landscape Establishment will be measured as a single complete unit of work and paid for at the contract unit lump sum price, which price will be full compensation for the work, complete in place.

Partial payments may be made for Landscape Establishment. Payment will be based upon the length of the landscaping establishment period as specified in these technical specifications, and the contract lump sum price for this item.

ITEM NO. 59 SHRUB – 1 GAL
ITEM NO. 60 SHRUB – 5 GAL
ITEM NO. 61 TREE – 48 IN BOX, 3 IN CAL MIN

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to plant shrubs, agave, yucca, and trees, of the size and type indicated, at all locations as specified in the Project Plans.

Control stationing, application of rodent repellent by mechanical or chemical means, removal of excess material(s), and general plant care and maintenance will also be completed in accordance with the requirements of Section 430 of MAG Standard Specifications, these Technical Specifications, and as required and approved by City Representatives.

Materials:

Amendments with each cubic yard of soil conditioner will consist of 25 pounds of agricultural gypsum, 1 pound of water soluble or powdered soil sulfur and 9 pounds of slow release Isobutylidene diurea fertilizer 25-4-8. Soil sulfur will be 85-95 percent pure soil sulfur.

Amendments will be inspected separately before adding to soil conditioner to ensure quality control. Pre-packaging of amendments is prohibited.

Within 60 calendar days of the Notice of Award, the Contractor will furnish a complete Plant Availability List of all the plantings needed for this project. The list will include the confirmed nursery source for the planting stock, assuring the availability of each plant material and the size specified herein.

The list will include the species name (botanical, common, and varietal), size and quantity of the plant material, the confirmed source for the plant material as evidenced by an invoice or contract with the confirmed source and the approximate date the plant material will be delivered to the jobsite. This Plant Availability List will be submitted in triplicate to City Representatives.

Approval of the Plant Availability List by City Representatives does not relieve the Contractor of the responsibility for providing plantings that will pass the inspection required elsewhere in the ADOT Standard Specifications or these Technical Specifications.

Prior to planting, the selection of trees will be approved by the City Representatives. The Contractor will meet with the project Landscape Architect at up to three (3) local nurseries or wholesale plant providers to select and tag trees for use in the project. Local nurseries will be defined as those located within the Phoenix Metro Area. Nursery visits will occur

a minimum of three (3) months prior to planting. The selected trees may be purchased and stored at the nursery, under continued care of the nursery, until time of planting. No planting will occur during the months of June through September.

To properly plant maintain and care for the plant material, water used during landscape construction will be furnished by the City of Chandler at the designated water meter sources from within the project limits, at no cost to the City.

Trees will be maintained in a straight vertical position during both the Construction Phase and the Landscape Establishment Phase of the project.

The Contractor will be responsible for the care of the trees and damage caused by improper support of the trees or due to construction activities. If necessary, or if required by City Representatives, all staking and bracing of trees will be completed as detailed on the Project Plans.

Construction Requirements:

Immediately after planting, all plants will be irrigated with the irrigation system until the backfill soil around and below the roots and the root ball itself is brought to 100 percent water holding capacity.

Plant pits and root balls will not be allowed to be flooded and totally saturated. Water will not be used to accomplish soil compaction around the root ball.

The soil for back-filling the planting pits will confirm to Section 430 of MAG Standard Specifications.

All trees will be staked per City of Chandler standard details and are considered incidental to the tree planting.

The Contractor will layout the planting pits in accordance with the Project Plans and control stationing along the curb edge using a starting location, methods, and markings approved by City Representatives. The planting layout will be according to the Project Plans. Triangular spacing shown are minimums only; actual spacing may vary.

The flagging will remain in the center of the planting pit until planting starts.

The Contractor will pay special attention to the infestation of weeds and grasses. If either of these items are found in the planting pits, it could result in immediate removal and disposal of the plant. The planting pit will be excavated and inspected to assure complete eradication of roots or rhizomes which may have grown into the area. This work and associated materials will be the responsibility of the Contractor and will be completed at no additional cost to the City.

All water used during the planting operation phase of the project will be the responsibility

of the Contractor and will be provided at no additional cost to the City.

Measurement and Payment:

Shrubs and trees will be measured as a unit for each item planted and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place.

No payment will be made for shrubs and trees selected for inspection and not planted or for the care and protection of trees, shrubs, agave, yucca, prior to the beginning of the landscaping establishment period, the costs being considered as included in the prices paid for trees accepted and paid for under this bid item.

ITEM NO. 62 DECOMPOSED GRANITE, 1 ¼ IN SCREENED, DESERT GOLD
ITEM NO. 63 DECOMPOSED GRANITE, ¼ IN MINUS, EXPRESS CARMEL
ITEM NO. 64 DECOMPOSED GRANITE (TO MATCH EXISTING)
ITEM NO. 65 DECOMPOSED GRANITE, ½ IN SCREENED, EXPRESS ROSE

Description:

The work under these items consists of the following:

- Eradicating existing grasses and weeds with an approved herbicide and by mechanical methods. Also included will be furnishing and applying herbicide mixed in water.
- Grading surfaces upon which decomposed granite will be placed to ensure proper drainage.
- Furnishing, placing, and compacting and decomposed granite, which will include all excavation and back filling.
- Included in the granite work is maintaining these areas free of weeds and trash/debris during the construction and landscape establishment phases of the project.

All work under this section will be completed in accordance with the details shown on the Project Plans, MAG Standard Specifications Section 430 and 795, and the requirements of these Technical Specifications.

Materials:

Decomposed Granite to be placed at the specified in locations shown on the Project Plans will be approved for color and gradation requirements prior to placement. The color to be used on the project will have the same color range as those listed below and will be

approved by the City of Chandler representative prior to processing or placement.

Desert Gold Color Table

COLOR	GRANITE NAME	SOURCE
Gold	Desert Gold	Red Mountain Mining
Gold	Arizona Gold	Granite Express
Gold	Belmont Gold	Custom Landscape Materials

Express Carmel Color Table

COLOR	GRANITE NAME	SOURCE
Brown	Express Carmel	Rock Pros
Brown	Mountain Vista Brown	Kilauea Crushers
Brown	Desert Vista Brown	Custom Landscape Materials

Express Rose Color Table

COLOR	GRANITE NAME	SOURCE
Rose	Express Rose	Rock Pros
Rose	Desert Mauve	Kilauea Crushers
Rose	Grande Rose	Pioneer Landscape Materials

Granite color will be no lighter in coloration than the lightness of the specified colors above.

Granite will have no more than 10 percent of the lighter color pigments (white and cream color pigmentations) in the decomposed granite mix.

For color verification of the specified color and/or for approval of an alternate color, the Contractor will provide a 10-ton material sample for each color required on the project for review.

Criteria to be used for approval for project granite color will be based on the following:

- Similarity to the granite color sample designated as the desired granite control

color of the project
- Conformance to the material samples maintained by the City of Chandler
- If referenced similar color decomposed granite was used on previous Chandler projects
- The material's appearance after being wet and then dried

Each decomposed granite color approved for construction will be acquired from a single source.

Color and gradation requirements for the Decomposed Granite (To Match Existing) will be submitted by the Contractor to the City Representatives along with a decomposed granite sample for approval prior to ordering and installation. Decomposed Granite (To Match Existing) may vary in size, gradation, and color by location. Each type, regardless of size, gradation, and color, will be included under this item, and each type will be submitted and approved prior to ordering and installation.

Gradation requirements for Decomposed Granite (1 ¼" Screened)(Desert Gold) are as follows:

Decomposed Granite 1 ¼ Inch Screened, Desert Gold	
Sieve Size	Percent Passing
1 ¼ Inch	95-100
1 Inch	20-30
¾ Inch	0-5
½ Inch	0-4
3/8 Inch	0-3
¼ Inch	0-2

Decomposed Granite ¼ Inch Minus, Express Carmel	
Sieve Size	Percent Passing
¼ Inch	100
No. 40	5-25

Decomposed Granite ½ Inch Screened, Express Rose	
Sieve Size	Percent Passing
¾ Inch	100
½ Inch	50-60
3/8 Inch	10-20
¼ Inch	0-10

The salvage and reuse of existing granite material from the project area will not be allowed. All decomposed granite will be new. Each decomposed granite material will come from a single source to ensure uniformity of color.

All samples of decomposed granite will be supplied by the Contractor for approval prior

to ordering and installation. The Contractor will receive approval from the City of Chandler for alternate granite color and/or color changes for decomposed granite prior to installation.

Construction Requirements:

Decomposed Granite to be used on the project and all granite samples prior to placement on the job site must meet the following requirements:

- Copy of the environmental permit for each granite source pit.
- Written acknowledgement from each supplier that they can provide the quantity of Granite Material required to complete the project.
- Written acknowledgement that granite supplier material will be provided within the contract time frame.
- The cost for any approved alternate decomposed granite color will be paid for at the contract bid price.
- The Contractor will provide a 5-gallon bucket sample for each color required on the project and each proposed alternate color
- All samples provided will be cleaned and washed and will be leveled and cover an area of about 10 feet by 10 feet, and will be identified at the jobsite with a sign measuring 1-foot x 1-1/2 feet, with double staking behind the sign, and placed securely into the ground adjacent to the granite mulch color(s) samples(s).
- Labeling of decomposed granite signs will first list on line one the name of the product, and on the second line will appear the name of the supplier. Text for labeling will be waterproof, clearly legible, printed, and 1-inch capitalized text.
- Contractor will utilize one of each of the pre-bid opening colors at the same contract bid price if an alternate color is not approved.
- All granite samples provided after bidding acceptance are to be clean and washed, leveled covering an approximate spread area of 10 feet x 20 feet, and signed identifying the product and source.
- Alternate granite samples will have been cleared by City Representatives prior to color(s) submittal and on-site placement for review and approval.
- Alternate granite samples submitted after award of contract will be submitted a minimum of 30 days prior to granite installation for review and approval.

The granite color review and approval process will be coordinated by the Contractor with City Representatives and requires a 1-week minimum advance notice by the Contractor through the City Representatives. All granite colors and color alternates are as approved by City of Chandler. Granite colors are evaluated by comparison to approved color samples and existing decomposed granite.

The Contractor will remove all non-planted vegetation from all areas designated to receive decomposed granite (by chemical or mechanical means) and maintain the designated areas “vegetation-free” for a minimum period of 40 working days prior to placement of the granite mulch and decomposed granite, or as specified by the City Representative.

Prior to placement of the decomposed granite, designated areas to receive granite mulch and decomposed granite will be completely free of all grass, weeds, or other miscellaneous vegetation growth.

When using herbicides, a pre-emergent herbicide (Gallery, Surflan, Barricade or equivalent) will be applied to all granite material areas in the manner recommended by the manufacturer to prevent germination of noxious weeds. The Contractor will comply with all applicable portions of Subsection 803-3.02 of the ADOT Standard Specifications.

The subgrade upon which the decomposed granite is placed, will be graded and compacted to promote proper drainage, as approved by the City Representative.

The subgrade will be compacted to between 85 to 90 percent of the maximum proctor density, as determined in accordance with the requirements of Arizona Test Methods 230 or 235, depending on the test method used to determine the compaction density (Sand Cone or Nuclear Method).

All vehicles used for spreading, grading and raking the decomposed granite will have one set of wheels with floatation tires having a minimum width of 18 inches to allow equal compaction.

All Decomposed Granite and Decomposed Granite (To Match Existing) will be placed to a depth as indicated on the Project Plans and details. After rough spreading and rough grading of the granite mulch within the designated areas, the decomposed granite will be raked evenly and thoroughly to blend the different gradation sizes.

The use of conveyor belt type of equipment for placing granite mulch and decomposed granite will not relieve the Contractor from the requirements of compacting the granite mulch and decomposed granite with equipment as described herein.

After placement, the granite mulch and decomposed granite will be saturated with water to an optimum moisture level as recommended by the supplier. The City Representatives will approve the amount of water necessary to aid in the compaction of the granite mulch, prior to application.

During the final spreading and final grading operations, all surfaces within the granite mulch and decomposed granite areas will be passed over by the spreading and grading equipment a minimum of two-times.

Equipment operations for spreading, grading, raking, chemical application, water settling, and other operations will be done in a manner that uniformly maximizes the vehicle‘s wheel compaction over the surface area.

The pre-emergent herbicide will be applied in the manner recommended by the manufacturer to prevent germination of noxious weeds.

Pre-emergent herbicide will be applied to the designated granite mulch and decomposed granite areas as specified in the ADOT Standard Specifications: The City of Chandler requires three (3) applications of pre-emergent.

After placing, spreading and grading the granite mulch and decomposed granite, the Contractor will water settle the total thickness of the granite mulch and decomposed granite, to remove the fine material from the surface. The water settling operation, noted above, will be completed by applying water at minimum depth of 1/2 inch over the decomposed granite placed or as approved by the City Representative.

Measurement and Payment:

Decomposed Granite, 1-1/4 Inch Screened, Desert Gold; Decomposed Granite, ¼ Inch Minus, Express Carmel, Decomposed Granite (To Match Existing), and Decomposed Granite, ½ Inch Screened, Express Rose will be measured by the square yard and will be paid for at the contract unit price per square yard, which price will be full compensation for the item, complete in place. Payment will include all required or requested samples, grading, compaction, pre-emergent herbicide, all erosion repair work and other related activities as described and specified herein, and as specified in the Project Plans or as required by City Representatives.

No additional payment will be made for all erosion repair work or compaction of soil, as specified herein, the cost being considered incidental to this item.

Contractor will be responsible for all erosion repairs on project site that may occur during decomposed granite mulch color review and approval process at no additional payment to the Contractor.

ITEM NO. 66 LANDSCAPE / IRRIGATION RESTORATION

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to restore the existing landscape and irrigation in areas that are disturbed by construction. The restoration of the existing trail, including decomposed granite, to match existing, and concrete header, to match existing, is included in this bid item. Contractor will renew and replace the existing decomposed granite to match replaced decomposed granite within these restoration areas. Work in this bid item includes any sprinkler irrigation restoration associated with the disturbed areas.

Materials:

Any disturbed existing irrigation system will require that the Contractor re-construct the irrigation system using the emitters, sprinklers, valves, piping, fittings, controllers, wiring, and other components, of sizes and types to match existing equipment and as called for in the contract documents.

All replacement or repair materials will match the existing materials that have been damaged. Irrigation materials and components will be from the same manufacturer as originally installed. Emitters and sprinklers will have the same volume output as original. PVC pipe may be from a different manufacturer, but the grade will be as originally installed. All mainline fittings will be Schedule 80, all lateral fittings will be Schedule 40.

Turf Restoration area will receive ‘Midiron Hybrid Bermuda’ sod or approved equal and will be inspected and approved by City Representatives at the site upon delivery to conformity to specifications. If installation occurs between October 15th to April 15th, turf restoration areas will receive ‘Premium Rye Grass’ seed. Sod will be nursery grown, strongly rotted, 2 years old, and free of weeds, undesirable plants and other material which will be detrimental or will hinder the proper development of the sod.

Landscape materials and decomposed granite will be replaced to match existing conditions. Contractor will walk site with City Representatives to inspect Landscape and Irrigation Restoration areas prior to construction activities.

Construction Requirements:

Contractor will verify exact limits of disturbance with City Representatives in areas specified in on the Project Plans as Landscape and Irrigation Restoration Areas. All work will be in accordance with these Technical Specifications and MAG Standard Specifications.

Contractor will identify and coordinate limits of disturbance areas where appropriate with City Representatives prior to beginning of construction activities. Contractor will contact City Representatives for review and approval of all Landscape and Irrigation Restoration materials prior to installation.

The work will also consist of reconstructing, rerouting, modifying, or repairing the existing irrigation system in areas specified in on the Project Plans. The Contractor will be required to repair and/or replace all disturbed or damaged irrigation components, returning their operation to 100 percent within 24 hours following initial disturbance of the irrigation components. The existing irrigation that will be impacted includes the drip irrigation system for the trees, shrubs and ground covers, as well as the sprinkler irrigation system for the turf areas. The work will include furnishing and installing the various irrigation sleeves, piping, drip emitters, gate valves, electric control valves, wiring, and valve boxes, including required excavation and backfill at the specified in locations shown on the Project Plans or as directed by the City Representatives.

All work will be in accordance with the details shown on the Project Plans, or as directed by the City Representatives and the requirements of these Technical Specifications. The existing irrigation components will be protected and maintained in their current condition where feasible or repaired, replaced, extended and reconnected in areas including, but not limited to, those areas that are disturbed during the construction, areas shown on the Project Plans or as directed by City Representatives. The Contractor will be required to maintain water to all existing plant materials throughout the duration of the contract using repairs, reconnections, replacements or rerouting of the system as approved by City Representatives. The Contractor will ensure that the entire existing and new irrigation systems within the project limits are operational and functional and will test and receive approval from City Representatives prior to proceeding with other related work. The City Representatives will inspect and give approval prior to backfilling.

The system will be constructed to grades and conform to areas and locations as shown on the drawings.

Protection of Existing Vegetation: The work will include the protection of all existing plant material. Contractor will take great care to protect in place all existing plant material. Contractor will replace in like kind and size existing plant material removed, damaged, or destroyed at no cost to the City and to the satisfaction of City Representatives. The Contractor will identify, and the City Representatives will review existing plant materials within the disturbance areas. Salvage and relocate or replace all plant material in conflict with the construction as designated in Landscape and Irrigation Restoration Areas in like kind and size per the direction of City Representatives.

Identify, protect, and maintain existing vegetation within the protected areas indicated on the Contract Drawings during the Contract from the Notice-To-Proceed to Final Acceptance. Perform the Work of this Section in accordance with the standards of the Tree Care Industry Association (TCIA). Do not perform work within the protected areas unless approved by City Representatives. Do not store materials within the protected areas. Do not permit vehicle parking, foot traffic, or other activity not approved in writing by City Representatives within the protected areas. Provide labor and new and undamaged materials that constitute “Best Practice” to meet the letter and intent of this Contract. Follow the safety requirements of ANSI Z133.1.

Verification of Conditions: Prior to the start of construction, Contractor will conduct

onsite inspections of plants and vegetation with the City of Chandler Representative and identify and inventory the plants and vegetation that are to remain in place during this area tour. Field measure and stake Project improvements as needed for establishing the location and limits of disturbance.

Construction within Protected Areas:

Demolition and Construction Activities: Contractor will perform demolition and construction activities within protected areas in a manner that minimizes damage to tree roots and branches. Use hand tools where necessary. Make minimal use of construction equipment within the protected areas. Use such equipment within the protected area only when approved by City Representatives. Tree pruning will be performed by a Certified Arborist. Notify the City Representatives 72 hours prior to the use of the equipment within the protected areas.

Provide bridging materials, such as protective planking, in protected areas where construction equipment operates. When utilities must be installed within protected areas, bore under the protected areas whenever possible instead of digging open trenches through them.

Excavating around Trees and Shrubs: Contractor will excavate around trees and shrubs within protected areas only where indicated on the Project Plans. When work that may impact protected plants occurs, plan the work to assure minimal disturbance to the plants, follow good horticultural practices, and direct pruning and wound treatment in accordance with this Section.

Protecting Root Systems: Contractor will protect root systems from damage due to runoff or spillage of noxious materials in solution during storage or construction activities. Protect root systems from flooding or soil erosion. Provide a minimum of two layers of untreated burlap as a covering over exposed root face areas. Do not disturb or excavate protected root zone areas unless specifically authorized to do so by City Representatives. Where trenching for utilities is required within protected areas, excavate under or over roots by hand digging under the authority of City Representatives. If large roots are encountered, or if a condition potentially fatal to the plant is observed, notify City Representatives prior to continuing or commencing work. Do not cut main lateral roots or taproots, those 2-1/2 inches in diameter or greater; however, smaller roots that interfere with the installation of new work may be cut. Cut smaller roots with sharp pruning instruments, but do not break or chop roots. Excavate root systems by hand in areas where new construction is required within protected areas. Use a narrow-tine spading fork to expose roots. Cut exposed roots back from the new construction. Do not permit exposed roots to dry out before permanent backfills is placed. Provide temporary earth cover, or pack the roots with peat moss, and wrap the roots with burlap. Water and maintain the roots in a moist condition, and temporarily support and protect them from damage until they are permanently relocated and covered with backfill. Provide imported topsoil backfill to cover exposed roots in soil cuts. Do not overload root zones by placing backfill above the existing grade.

Protecting, Restoring, or Modifying Irrigation System: The work under this item will consist of testing, reconstructing, or modifying the existing irrigation systems that are damaged by the construction or as specified in on the Project Plans for modification. Prior to construction activities, the Contractor will stake areas that are designated to be disturbed. The Contractor, along with City Representatives, will meet with the maintenance representative, owner, owner representative, for each area within the project that is designated to be disturbed to determine where the existing and functioning irrigation system is located and how it is operated. The Contractor will be required to repair and or replace all disturbed or damaged irrigation components to 100 percent operational. Contractor will ensure that all reconnections (water and power) have been tested and approved by City Representatives prior to back filling. Prior to final acceptance and during the maintenance period specified, the contractor and the City Representatives will meet again with the designated representative to engage each and every irrigation system that has been disturbed or that is adjacent to this project. The Contractor will ensure that each system has been returned to a fully operational and functional system and that all deficiencies have been corrected. All work will comply with these plans and Technical Specifications.

The underground location of the irrigation facilities is unknown. The Contractor will take care to minimize disturbance to these areas.

All construction will be coordinated to ensure that the existing irrigation system and its associated electrical controls are fully functional within 24 hours of modifications. Work activities that require more than 24 hours of outage will be coordinated with City Representatives for approval and alternate irrigation methods such as truck watering or temporary “rain or rent” systems will be required as directed by City Representatives. The cost of alternate irrigation methods necessary due to extended irrigation system outages will be at the Contractor’s expense, at no cost to the Department.

All work will be in accordance with the details shown on the Project Plans, or as directed by City Representatives and the requirements of these Specifications. All work will be inspected and approved by City Representatives prior to backfilling and will comply with all the requirements of Section 808 Water Distribution as specified in the most recent edition of the ADOT Standard Specifications for Road and Bridge Construction.

Repair/Restoration: Contractor will restore all landscape areas and other surface improvements that were to remain in place, but that have been damaged by the Contractor’s actions or omissions. Restore landscape areas as nearly as possible to the original condition.

Repairing Damaged Plants: Where damage to vegetation has occurred, Contractor will prune plants in accordance with Tree Care Industry Association (TCIA) standards to remove branches from the work area, and where needed to maintain the health of the plant. Remove material in a manner that yields minimal impact and is approved by City Representatives.

Replacing Damaged Plants: Contractor will remove plants that were identified by City Representatives to remain in place, but that are damaged during the course of the work to an extent that they cannot be repaired; and replace the damaged plants with new plants of the same type and value. Remove and replace damaged plants as directed by the City Representatives. Base the value of plants that are to be replaced on the criteria found in the Council of Tree and Landscape Appraisers' "Guide for Plant Appraisal", as evaluated by City Representatives. Contractor will remove and replace damaged plants at no additional cost to the City. Plants will be replaced at the following sizes or as directed by City Representatives:

Existing Plant Material Size	Replacement Size
Trees:	
2" Caliper	24" Box
4" Caliper	36" Box
6" Caliper	54" Box
All Existing Shrubs	5 Gallon

Clean up the ground areas under plants remaining in place as directed by City Representatives. Wash off foliage that becomes soiled, or when directed to do so by City Representatives. Remove materials that fall or flow into protected areas. Provide protective barriers as needed or as directed by City Representatives to prevent materials from falling or flowing into protected areas.

Waste Management: Contractor will gather and dispose of spoils and vegetative waste, including dead and damaged plants and the trimmings accumulated from the operations to clear and remove existing vegetation. Dispose of spoils and vegetative waste off-site in conformance with the regulations imposed by the local authorities, and in an area approved for such disposal by the local authorities.

Maintenance of Vegetation: Contractor will care for and maintain existing vegetation within protected areas as indicated on the Project Plans. Provide water and labor as needed for plant health, growth, and for washing down soiled foliage. Provide fertilizer, deep root fertilization, pesticides, anti-desiccants, and other materials and labor as needed to maintain the existing plants in a healthy and growing condition. Provide plant maintenance for the duration of the Contract, until Final Acceptance.

Record Drawings: The Contractor will keep and maintain separate record drawings ("field redlined record drawings"), corrected shop drawings, or other drawings necessary for the Engineer to show the landscape and irrigation work as constructed. These field redlined record drawings will be kept on the worksite and they will be maintained clear, accurate and current as changes occur that may differ with the bid set construction documents and addenda. All landscape and irrigation related elements buried or backfilled will be recorded in the "field redlined record drawings" prior to burial and backfilling occurs. The Contractor will submit the updated field redlined record drawings with monthly pay estimates to City Representatives. Complete field redlined record

drawings that the Contractor maintains will be submitted to City Representatives in a format that will allow City Representatives to create the formal record drawings. The Contractor will submit the field redlined record drawings to City Representatives prior to the end of each construction phase. No extra measurement or direct payment will be made for this work; the cost being considered included in the price of the contract items.

Measurement and Payment:

Landscape / Irrigation Restoration Areas will be measured per square yard and will be paid for at the contract unit price per square yard, which will be full compensation for the work, complete in place, including all costs, materials, equipment, labor, and operations necessary for the furnishing and full restoration of all plant materials, decomposed granite, turf grass, drip and sprinkler irrigation, and other miscellaneous items to the satisfaction of City Representatives.

ITEM NO. 67 SCH. 40 PVC IRRIGATION PIPE SLEEVE 2 IN

Description:

The work under these items will consist of furnishing all materials, labor and equipment necessary to install 2-inch pipe sleeves as specified in the Project Plans, or at locations determined on site at the time of installation in accordance with the requirements of ADOT Standard Specifications, these Technical Specifications, and approved by the City Representative.

Materials:

Irrigation pipe sleeves will be PVC Schedule 40, belled ends, solvent weld. Pipe and fittings will conform to the requirements of Subsection 808-2.01 (I) (1) of the ADOT Standard Specifications.

Construction Requirements:

All sleeve installation will conform to the plan detail when crossing paved roadways and 18 inches minimum when placed beneath a sidewalk.

Sleeves will be installed through the use of open trench.

The Contractor will locate all existing utilities prior to the installation of the sleeves.

The Contractor will repair any existing utilities damaged during the sleeve installation at no cost to the City.

Measurement and Payment:

Irrigation Pipe Sleeves will be measured per linear foot of pipe furnished and installed and will be paid for at the contract unit price per linear foot, which price will be full compensation for the item, complete in place, as described herein and/or on the Project Plans including pipe, and all trenching, bedding, backfill, compaction, trench shoring, potholing, utility locating and incidentals as specified herein and as shown on the Project Plans.

No additional payment will be made for trench shoring, supplying the sand bedding material or in coordinating the efforts with City Representatives in verifying all sleeve locations, the cost being considered incidental to this item.

ITEM NO. 68 CLASS 200 PVC IRRIGATION PIPE ¾ IN
ITEM NO. 69 CLASS 200 PVC IRRIGATION PIPE 1 IN
ITEM NO. 70 SCH. 40 PVC IRRIGATION PIPE 2 IN

Description:

The work under these items consists of furnishing all materials, labor, and equipment necessary to install polyvinyl chloride (PVC) pipe and fittings of the various sizes complete, including excavation and backfilling at the locations as specified in the Project Plans, Details, and these Technical Specifications.

Materials:

Pipe and fittings will be polyvinyl chloride, hereinafter PVC, conforming to the requirements of Subsection 808-2.01 (I) (1) of the ADOT Standard Specifications.

All materials and fittings will be new and of the manufacturer’s most current design. Plastic pipe and fittings will be installed in accordance with the requirements specified herein and the manufacturer's recommendations.

Bedding and Cover Material:

Bedding and cover material for PVC piping, flexible emitter hose and 24-volt wiring will conform to the following gradation requirements when tested in accordance with Arizona Test Method 201:

Sieve Size	Percent Passing
No. 4	100
No. 16	30 - 80
No. 50	0 - 30
No. 100	0 - 25
No. 200	0 - 20.0

Construction Requirements:

Installation of PVC pipe and fittings will conform to the requirements of Subsection 808-3.03 of the ADOT Standard Specifications.

All piping will be installed as detailed on the Project Plans and will have a minimum cover as shown.

The Contractor will furnish to City Representatives, prior to pipe installation, all installation instructions as published by the plastic pipe and fitting manufacturers. Installation of PVC piping and fittings will be in accordance with the published instructions, the project documents and as directed by City Representatives.

Sub-main and lateral pipe sections downstream of control valves with hydraulic flows of less than 0.5 gallons per minute as shown on the Project Plans will be thoroughly flushed and have the remote control valve's flow control stem properly adjusted, all to the satisfaction and approval of City Representatives. The cost for this work will be included in the cost of contract items.

No emitter laterals or piping will be installed through or beneath plant pits. Minimum distance between plant pit perimeter and piping will be 18 inches. The maximum distance between the plant pit and piping will be governed by maximum emitter supply tubing lengths as specified on the Project Plans.

All trenches excavated for the irrigation systems will be backfilled within five working days from the day they are excavated. Barricades will be placed by excavated ditches located within 30 feet of the traveled way in a manner acceptable to the Project Manager. Open ditches beyond 30 feet from the traveled way will be delineated in a manner acceptable to City Representatives.

Flush end caps will be installed as shown on the Project Plans or as directed by City Representatives to promote good flushing of the entire irrigation system.

The emitter lateral end cap assembly will be installed at the locations indicated on the Project Plans and in accordance with the requirements of the Technical Specifications.

The end plug unit with resilient sealed, unscrewing cap will be of the socket, solvent-weld type, constructed of glass-filled polypropylene. The PVC lateral-to-riser fitting will be a socket, solvent-weld, Schedule 40, 90-degree elbow fitting. The flexible PVC hose will be manufactured from 100 percent virgin polyvinyl chloride resin and will have the following physical characteristics:

O.D.	0.840 inch
I.D.	0.546 inch (min.)
Wall	0.147 inch (min.)

Measurement and Payment:

Irrigation Pipe will be measured on a per linear foot basis and will be paid for by the linear foot, which price will be full compensation for the work, complete in place, as specified herein and on the Project Plans.

ITEM NO. 71 WATER METER (1 IN LANDSCAPE IRRIGATION SERVICE)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to install new potable water service with meter, connections, corporation stop, curb stop, appurtenant fittings, water meter box and cover, copper service pipe (type K) and pavement replacement as required at the location shown on the Project Plans or as directed by City Representatives. The Contractor will perform all required operations to install the new water service, including coordination, inspections, permitting, account establishment, and any fees, with the City of Chandler.

Materials:

All materials will conform to City of Chandler Standards unless otherwise as specified in the Project Plans or in these Technical Specifications.

Construction Requirements:

Potable water service construction will conform to City of Chandler Standards and the details in the Project Plans.

The Contractor will measure the static water pressure on site at each point of connection as soon as practical and report the results in writing to City Representatives.

The Contractor will coordinate the installation of the water service, including completing any applications and obtaining any necessary permits for the water service installations. The accounts for the new meters to serve medians will be established in the name of:

City of Chandler Streets Department

The Contractor will be responsible to secure from the City of Chandler all permits, pay all fees and deposits. The City will directly pay for all development and impact fees normally associated with the meter installation in medians. Once installed, the City will pay for all water delivered.

Measurement:

Water Meter (1 In Landscape Irrigation Service) will be measured as a unit for each. No separate measurement will be made for copper service line.

Payment:

The Contractor will be reimbursed for the exact amounts paid to the City of Chandler for each water service with meter installed. The Contractor will provide the City of Chandler receipts for each meter installed. The Contractor may include a nominal fee for the required coordination with the City.

Water meters, where indicated, will be installed by the City of Chandler. The City of Chandler has agreed to waive water system and resource development fees. Contractor will pay City of Chandler for required meter installation cost and required permits.

ITEM NO. 72 1 IN BACKFLOW PREVENTION UNIT (REDUCED PRESSURE)

Description:

The work under this item consists of furnishing and installing the backflow prevention unit assemblies for landscape irrigation, to include all grading, excavation and backfill, the backflow preventer unit, required pipe and fittings, concrete slab, an enclosure, and the removal and disposal of all excess materials off-site. Separate enclosures as described in these Technical Specifications are required at all locations.

The work will also include the provision and installation of pipe and fittings from the two-inch water meter to the backflow prevention unit, and all other miscellaneous labor, equipment and materials required to construct the backflow prevention assembly as detailed in the plans, and according to the requirements of these Technical Specifications.

Materials:

The backflow preventer will conform to the requirements of Subsection 808-2.01(A)(3) of the Standard Specifications.

The copper pipe and fittings in the bid items will be as detailed and in accordance with the following:

1. The copper pipe will be Type “K” conforming to the requirements of ASTM B-88 for backflow prevention assemblies.

2. The copper or cast bronze fittings will conform to the requirements of ANSI STD B 16.22 and ANSI STD B 16.18.

The concrete pad will be as shown on the plans and concrete will be 2,500-psi at 28 days and will conform to the requirements of Section 922, Utility Concrete for Miscellaneous Construction, of the Standard Specifications. Reinforcing steel will conform to the requirements of Section 1003, Reinforcing Steel of the Standard Specifications.

The steel enclosure for the backflow prevention unit will be pre-manufactured. A commercial grade lock with two keys, compatible with the City of Chandler Maintenance Department locking system and approved by City Representatives, will be provided for each enclosure. The pre-manufactured enclosure will meet the following material requirements:

- The enclosure will be welded to the pipe and angle frame at 4-inch-on center and will be coated with heat applied powder-coated finish color, Desert Tan.

- The enclosure will be hinged on one end in order to allow access. The enclosure will be secured to the concrete slab with eyebolts, brackets and lock hasps provided by the manufacturer.

- The enclosure will be secured to the concrete slab on the other end by an eyebolt staple and a steel strap designed to fit over the eyebolt.

- The enclosure will be constructed of bent 1-¼ inch Schedule 40 pipe, 1 x 1 x 1/8 inch angle steel bottom rail and ½ -inch-13 gauge rolled, expanded steel.

- The enclosure will be the size recommended by the enclosure manufacturer for the City of Chandler model of backflow preventer used and will be a minimum of 10 inches wide, 24 inches high and 20 inches long and large enough to accommodate the controller and backflow preventer as detailed.

- A lock shield will be provided to protect the lock from vandalism. The lock shield will be constructed of 3/16-inch-thick steel and will measure approximately 2 inches by 4 inches. The lock shield will be an integral part of the enclosure.

Construction Requirements:

All backflow prevention reinforcing, anchor bolts and other embedded items will be in place and inspected by City Representatives prior to placing the concrete slab.

The concrete slab will be constructed at the locations and in accordance with the details shown on the project plans, these Technical Specifications and will be approved by City Representatives.

The contractor will excavate and grade the area of the enclosure as shown on project

plans and as directed by City Representatives.

The surfaces upon which the enclosure slab is to be placed will be fine graded and compacted to a density of not less than 95 percent of the maximum density in accordance with the requirements of the Material Testing Manual of the Materials Section.

Concrete work will conform to the applicable requirements of Section 601 of the Standard Specifications. Unless otherwise detailed or specified all exposed concrete slabs will have a light, broom finish.

The enclosure will be installed according to the manufacturer's installation recommendations which describe how to set the enclosure on a partially hardened slab, while still embedding the eyebolt in the slab using slab pour voids and a wetter, more plastic concrete. Eyebolts, with nuts attached near the end of the threads will be wrapped in multiple layers using electrician's vinyl tape. Tamper-proof bolts provided by the manufacturer will be used to prohibit removal of brackets.

No penetrations will be located within eight inches of the edge of the concrete slab.

The Contractor will provide the conduit and stub-ups through the enclosure concrete slab at the locations shown for in coming and out-going supply lines.

Maximum length of copper pipe run from the water meter to the backflow preventer will not exceed 36 inches, or as approved by the water provider and City Representatives.

The Contractor is responsible for obtaining all permits necessary for the backflow preventer installation and the performance of all required testing and certification. The tester will be State Certified to perform the required tests.

The Contractor will measure the incoming water pressure at each new backflow prevention unit and report the results in writing to City Representatives, within (5) five working days from activation of the backflow preventer.

Measurement:

The 1 In Backflow Prevention Unit (Reduced Pressure) will be measured as a unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place, as specified herein and in the project plans, including any coordination required with City and furnishing and placing steel enclosure and concrete pad.

No additional payment will be made for backflow prevention testing, the cost being considered incidental to this item.

ITEM NO. 73 1 IN MASTER VALVE

Description:

The work under this item consists of furnishing and installing master valves complete, including all necessary pipe and fittings, pressure regulator riser, wye filter, union, ball valve, ID tag, valve box and appurtenances, excavation, and backfilling as required at the locations as specified in the Project Plans, Details, and these Technical Specifications.

Materials:

The valve will be a normally closed, electronically-actuated, diaphragm-operated, remote-control valve. The valve will be capable of operating between 20 and 150 PSI with a flow range of between 20 and 150 GPM.

The valve will be available in either a globe or angle configuration in the 1-inch models with the 1-1/2- and 2-inch models having combination globe/angle body styles. All valve models will have Female National Pipe Thread (FNPT) inlets and outlets. When specified, the valve will be configured with British Standard Pipe threads. An optional Male National Pipe Thread (MNPT) inlet and outlet model and a MNPT inlet by Poly Barb outlet model will be available in the 1" globe style body. Both the 1-inch globe and angle valve models will be available with an optional, non-rising stem-type, flow control mechanism. This mechanism will be operable with a slotted screwdriver or with a removable flow control handle.

The body and bonnet will be molded of non-corrodible PVC, rated to 150 PSI. The bonnet bolts will be serviceable with a slotted screwdriver, Phillips screwdriver, or a hex wrench, and will be held captive in the bonnet when the bonnet is removed from the valve body. The diaphragm assembly will be of molded construction and will have a Santoprene seating material. The valve will be equipped with an internal filter as well as a self-cleaning metering rod, so only clean water can enter the solenoid chamber.

The valve will be available with an optional adjustable pressure-regulating device with a calibrated dial for setting of the outlet pressure. (The regulator will be capable of adjusting the outlet pressure from between 20 and 100 PSI when inlet pressure is 15 PSI or greater than regulated outlet pressure.) The regulated downstream pressure will remain constant regardless of variations in upstream pressure. The regulation will be maintained when valve is manually operated with use of internal bleed valve.

The standard solenoid will be a 24 VAC unit with a 350 mA inrush current and 190 mA holding current at 60 cycles and a 370 mA inrush current and 210 mA holding current at 50 cycles. When specified, the unit will be equipped with a DC latching solenoid for use with 12-volt battery-operated controllers. The solenoid will be an encapsulated, one-piece unit with captive plunger. It will be equipped with manual internal bleed capability to release the upper chamber water to the downstream piping, allowing the valve to open. The valve will have a manual bleed screw that provides an additional method for

manual operation of the valve.

Construction Requirements:

The Contractor will install the master valve at the locations as specified in the Project Plans Details.

Construction requirements will conform to the requirements of Section 808 Water Distribution of the ADOT Standard Specifications.

The Contractor will install the required conduit and conductors between the master valve and the automatic controller as detailed on the Project Plans and make necessary wire connections as required and directed by the manufacturer.

The master valve will serve as a shut-off safety valve when the pressure drops below a set pressure sensed by a pressure transducer.

Each master valve will be installed as detailed on the plans and per manufacturer's recommendations.

Measurement and Payment:

1 Inch Master Valve will be measured as a unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place, including master valve and all necessary items as specified herein and in the Project Plans.

ITEM NO. 74 CONTROLLER, AUTOMATIC (6 STA)

Description:

The work under this item consists of furnishing all labor, materials, equipment for installing a battery-operated irrigation controller, complete in place, including steel enclosure, conduit, DC latching control, common and spare wires, pull boxes, excavation and backfilling at the locations specified in on the Project Plans, Details, and in accordance with these Technical Specifications.

Materials:

The irrigation system controllers (6 Sta) will be pre-assembled commercial grade 6 station battery-operated controllers with knockouts for field wires and optional AC power. The enclosure shall be stainless steel for outdoor use, mounted on metal pole sweep attached to a mounting adapter secured in concrete, as specified and detailed on the Project Plans.

Controller display shall be high resolution digital LCD. The control panel shall have buttons to select values, a dial to selection functions, a hard-reset feature returning existing settings to factory conditions, a removable panel to shield and allow access to the wiring terminals, and a sensor switch to bypass or activate a wired sensor.

The controller shall be powered by 6 AA (1.5V) alkaline batteries. Each station output shall supply .05 mA 11 VDC per station current for solenoid activation. Any valves attached to the controller shall have only DC-latching solenoids of matching manufacturer.

The controller shall have a Metal Oxide Varistors (MOV) on the power input portion to help protect the micro-circuitry from power surges.

The controller shall have 6- station metal screw and washer terminals.

The controller shall have 1 sensor terminal input for a soil moisture sensor, freeze sensor or rain sensor that prevents the controller from irrigating when rainfall, freeze or moisture exceeds a pre-selected amount. The controller shall provide power from the controller to the wired sensor. The controller shall work with normally-closed wired sensors. The controller shall have 1 built-in pump/master valve (P/MV) terminal output.

The controller shall have 3 independent programs with unique day schedules, start times, and station run times. The controller shall have 4 start times per program per day. The controller shall operate 1 program at a time.

The controller shall have a weekly 7-day schedule that allows user to choose day(s) of week for desired watering. Interval watering shall be between 1 and 31 days. It shall also have a 365-day calendar clock to accommodate true odd and even watering. Operation shall be available in automatic, semi-automatic and manual modes. All programming shall be accomplished by use of a programming dial and selection buttons with user feedback provided by a LCD display. Watering times shall be available from 0 minutes to 4 hours in 1-minute increments per station. The controller shall provide the option to turn off specific watering days Monday through Sunday to comply with any state and local regulations. The controller shall have a programmable rain delay that turns off the controller for a predetermined period from 1 to 7 days. The controller shall be equipped with a sensor bypass switch that allows the user to override a wired sensor that has suspended watering. The controller shall store and restore program data for easy retrieval

The controller shall have seasonal adjust allowing for station run time adjustment from 10% to 150% in 10% increments to compensate for weather changes. The controller shall provide total irrigation run times for each station. The controller shall have test programming to verify each station running successfully.

The DC-latching control and common wire for operation of remote control valves will conform to the requirements of Subsection 808-2.01 (F) of the ADOT Standard Specifications. All control ("hot") wire will be of a contrasting color to white common or ground wire. Black wire will not be acceptable for use on a DC-latching control circuit. Control wires to shrub valves will be different color than those to tree valves. Wire color will be as approved by City Representatives.

Two spare wires, sized to match the common wires for the controller and colored different that the control and common wires used, will be run from the controller to the furthest valve on each wire segment. Loop the spare wires through each valve box on the segment

coiling a 15-foot coil within each valve box.

Pull boxes will match the valve box as specified under the 1" Remote Control Valve, Electric item.

Control and common wire sizes will be of sizes indicated on the Project Plans. Individual control wires will be installed to each remote control valve. Common wire installation will be as detailed on the irrigation system plans (wiring schedules). Common wires within wire segments will carry the entire distance to the controller. Each wire segment will have at least one separate common wire.

Construction Requirements:

The controller enclosure will be installed per manufacturer's recommendations.

Wire connections at remote control valves and at field splices will be made with epoxy resin filled type wire connectors installed as recommended by the manufacturer. Necessary splices will be made at remote control valve boxes, or separate splice boxes. Valve or junction boxes will be of type specified in the 1" Remote Control Valve, Electric item.

Control and common wire placed through pipe sleeves will be encased in 1-inch (minimum) schedule 40 PVC electrical sleeves for full length of the pipe sleeves. Conduit will be increased in size as may be necessary for additional wires or required by the NEC.

All wire will be installed as detailed on the Project Plans and will have a minimum cover as shown.

Control and common wire throughout the project will be neatly bundled and taped with plastic electrical tape at 10-foot intervals between splices or connections and as directed by City Representatives.

Contractor will prepare and implement a 12-month irrigation schedule, based on seasonal changes, with a minimum of three adjustments to the system within the year. The City Representatives will approve the schedule prior to implementation. The controller will be programmed based on time and flow. The monthly projected hours of irrigation as well as gallons to be delivered, by valve group, according to the 12-month irrigation schedule will be provided to City Representatives within 30 days following the start of the Phase II establishment period.

A wiring schematic will be placed in each controller cabinet. The schematic will show all wire connections including the wire connections at the controllers and field splices in pull or junction boxes, such as those not occurring in scheduled and planned valve boxes.

The work will also include that the Contractor supply a copy of the controller program for approval by City Representatives.

No separate payment will be made for wire, installation, splice boxes, and conduit.

A test of the irrigation system in whole will be accomplished prior to landscape

installation, at close of the landscaping construction phase, and monthly during Landscape Establishment.

Testing of the system mainline, sub-mains, and remote control valves will be performed at a hydrostatic pressure of 150-pounds per square inch (psi) for a minimum of 2- hours.

City Representatives will advise the Contractor when additional flushing of the irrigation system is required in addition to those specified, in order to ensure proper operation of system components.

At the completion of the landscaping construction period, the Contractor will deliver the following to City Representatives: two copies of the Operations & Maintenance manual, and one copy of the controller irrigation schedule.

Measurement and Payment:

The Automatic Controller (6 Sta) will be measured as a unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place, as described and specified herein and in the Project Plans.

No additional payment will be made for automatic controller and enclosure installation, the cost being considered incidental to this item.

ITEM NO. 75 1 IN REMOTE CONTROL VALVE, ELECTRIC

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing the remote control valves complete, including all necessary pipe and fittings, pressure regulator riser, wye filter, union, ball valve, ID tag, valve box and appurtenances, excavation, and backfilling as required at the locations specified in the Project Plans, Details, and these Technical Specifications.

Materials:

Each remote control valve will conform to the requirements of Subsection 808-2.01 (D) (1) of the ADOT Standard Specifications with the following exceptions:

The remote control valve will have a self-cleaning stainless steel screen that cleans itself continuously during flow/operation, as provided by ordering the optional automatic filter system. The remote control valve body will be constructed of glass filled nylon and will have a working pressure rating of 220 PSI and an operational flow range of 0.1 to 40 gallons per minute. The solenoid plunger and the bonnet bolts will be captive.

All remote control valves and automatic controllers will be compatible and fully functional in all modes.

All valves will include a plastic scrubber to clean the stainless steel screen of grit and other debris.

Valve ID tag will be made of Polyurethane Behr Desopan material, tan color, and 3" x 4" size will be installed on valve control wires with permanent printed black color 'controller letter – valve (station) number' on one side and bilingual "Warning Recycled Water Do Not Drink" message on other side.

Each regulator will meet the following minimum requirements:

Each regulator will have a flow range from 0.1 GPM to 8 GPM with a regulated nominal outlet pressure of 30 PSI with an inlet pressure range of 0 to 150 PSI.

Inlet fittings will be ¾ inch Female Pipe Threaded (FPT) inlet and outlet for installation, as detailed on the Project Plans.

The pressure regulator will be of the non-adjustable pre-set type consisting of a two-piece, sonic welded body molded from acrylonitrile butadiene styrene containing a valve housing of acetyl plastic and a rolling diaphragm of ethylene propylene (EPDM) material. The internal spring will be stainless steel.

The wye filter will be ¾" inch brass body with ¾" Male Pipe Thread (MPT) inlet and outlet. The filter will be accessed by unscrewing the cap from the body. The cap to body seal will be made with an "O" ring. The filter screen will be 100 mesh stainless steel. The pressure rating of the filter will be a minimum of 150 PSI.

A schedule 80 PVC union with minimum rating of 150 PSI will be installed after pressure regulator and filter to facilitate removal of all items within valve box if necessary.

The Contractor will provide an in-line, full port, single union, brass ball valve type shutoff valve with the following characteristics:

Pressure rating	220 PSI
O-rings	EPDM
Seat	EPDM or PTFE
Connections	FIPT threaded socket

The valve box, cover and necessary extensions will be as shown on the Project Plans and will be manufactured of molded, virgin plastic materials conforming to the following physical characteristics:

PROPERTY	**ASTM TEST METHOD**	**REQUIREMENT**
Tensile Strength	D-638	3400 PSI (minimum)
Deflection Temp @ 66 PSI Stress	D-648	170 degrees Fahrenheit

The valve box will be rectangular in configuration, measuring approximately 25 1/4 inches x 15 3/4 inches on the bottom by 15 inches in height and will be integrally colored tan. Box extensions will be of the top extension type with integral locking clips, and when

installed will provide minimum 6-inch height extension. Valve box lids will be integrally colored tan.

Valve boxes will receive 1" height heat branding labeling of the box indicating the 'controller letter – valve (station) number'.

Geotextile fabric will be as indicated on the Project Plans details and conform to the following minimum material requirements:

Manufacturing process:	Spunbound
Material:	Polypropylene
Bonding process:	Thermal
Weight:	3.0 ounce minimum
Puncture resistance:	30 lbs. minimum
Mullen burst:	140 pounds per square inch
Trapezoidal tear	40 pounds minimum
Permeability-vertical water flow	85 feet per minute per square foot

Gravel for sumps will be rounded washed pea gravel conforming to AASHTO M-43 #8.

The control valve, pressure regulator, wye filter, ball valve, union, and ID tag will be completely exposed and accessible within the valve box. Box extensions will be installed as necessary to expose valves and appurtenances as required.

Measurement and Payment:

1 Inch Remote Control Valve, Electric will be measured as unit per each and will be paid for at the contract unit price, per each, which price will be full compensation for the work, complete in place, including all necessary pipe and fittings, pressure regulator, wye filter, union, ball valve, ID tag, valve box, and appurtenances, excavation, and backfilling as described and specified herein and as shown on the Project Plans.

No additional payment will be made for the gravel sump or geotextile fabric, the cost being considered incidental to this item.

ITEM NO. 76 FLUSH END ASSEMBLY (DRIP)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing lateral flush valve assemblies at all locations as specified in Project Plans, Details, and these Technical Specifications.

The required Flush Device Assembly (Drip) components include ball valve, necessary pipe, fittings, valve box, and all excavation and backfilling. Any removal and salvage after testing will be incidental to this item with no additional cost to the City.

Materials:

The lateral flush valve assembly ball valve will be constructed of PVC with ¾" female hose thread swivel inlet and ¾" male hose thread outlet.

Flex pipe will be ¾" schedule 40 I.P.S.

The valve boxes for lateral flush valves will be a round, one-piece 7" inch diameter at the top with a depth of 10 ¼ inches and with bolt down T-style cover.

Valve boxes will receive 1" height heat branding labeling of the box indicating "FC" for Flush Cap. Gravel sump and filter fabric will conform to Item 8080168 above. Valve box will be tan in decomposed granite areas if using potable water, and green in turf if using potable water.

Install the Valve Flush Device Assembly (Drip) with female hose swivel as inlet connected to Schedule 40 male adaptor and Schedule 40 flex pipe per the plan details.

Measurement Payment:

Flush Device Assembly (Drip) will be measured as a unit for each and will be paid for at the contract unit price per each, which price will be full compensation for the work, complete in place, as specified herein and on the Project Plans.

ITEM NO. 77 MULTI OUTLET EMITTER ASSEMBLY

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing the emitter assemblies, multi-outlet, including excavating and backfilling, at the locations specified in the Project Plans, Details, and these Technical Specifications.

Materials:

The emitter case will be made of durable black, heat resistant acetyl plastic material. It will be resistant to temperature variation, ultraviolet radiation, smog, (ozone), and common liquid fertilizer and weed spray. The case will completely encompass the silicone diaphragm, protecting it from potentially harmful environmental factors.

The emitters will be of the non-compensating, continuous flushing type, based on the pressure cascade principal using a series of flexible orifices.

The emitter will be capable of continuous, clog free operation with 30 mesh (minimum) filtration. The emitter will be capable of being installed in all positions and maintain its given flow characteristics. The emitter will be non-adjustable and the flow regime will be maintained by flexible orifice silicone diaphragms.

The emitter will function with a system pressure range of 15 PSI minimum to 30 PSI maximum. The emitter flow variation of the 1 GPH emitter will not exceed 1.06 GPH at 120 degrees F. or 1.07 GPH at 150 degrees F. Emitter manufacturing variability will not exceed 0.05 GPH.

The multi-outlet emitter will be capable of delivering one of the following quantities from each of the six outlets of the emitter regardless of the number of outlets open:

G.P.H.	**at**	**P.S.I.**
0.60		20
0.71		25
0.80		30
	or	
1.00		20
1.15		25
1.34		30
	or	
2.00		20
2.30		25
2.68		30

The flexible polyethylene supply tubing will be for pressure application, manufactured from 100 percent Union Carbide G-Resin 7510 Natural 7 virgin resin with minimum two percent carbon black content and with the following physical characteristics:

I.D. 0.250-inches
O.D. 0.350-inches
Wall Thickness 0.050-inches

The flexible distribution tube for use with multi-outlet emitter will be a black vinyl blend suitable for use as emitter outlet tubing with the following physical characteristics:

I.D. 0.160-inches
O.D. 0.220-inches
Wall Thickness 0.030-inches

The distribution tube will be capable of being bent around a 7/8 inch mandrel without kinking.

The tube stake required to position the distribution tube will be manufactured of 20 percent glass-filled polypropylene, minimum 6-inch overall length with slotted top to retain the distribution tube as detailed at the location(s) shown on the Project Plans.

Multi-outlet emitters will consist of the emitter unit, the ½" PVC lateral pipe, the ½" flex PVC nipple riser, flexible vinyl distribution tubing, emitter valve box, geotextile filter fabric, pea gravel sump and PVC fittings necessary to connect the emitter to the ¾" PVC supply lateral pipe.

The emitter valve box will be constructed of tan colored HDPE (high-density polyethylene) in a round conical shape with a 6 1/8" top diameter, 8" bottom diameter and an overall height of 8 ¾". The cover will be T-style fastened to box by twist and lock method.

The geotextile fabric for use beneath the pea gravel sump will conform to ADOT Standard Specification section 1014-4.02 Moderate Survivability Fabric (B) Woven.

The supply pipe from the ¾" PVC lateral to multi-outlet emitters will be ½ inch Class 315 PVC with Schedule 40 PVC 90-degree elbows.

Construction Requirements:

The multi-outlet emitter will be placed in an emitter valve box below grade with the distribution tube extending to the plants as detailed on the Project Plans.

The supply tubing for City of Chandler emitters will extend from the ¾" PVC lateral to the emitter and enable the emitter to be located so that the distribution tubing from the emitter to the plant does not exceed 15-foot in length.

The supply pipe for emitters will be ½" Class 315 PVC. The ½" PVC will enable placement of the emitter so that the distribution tubing can be placed per the Irrigation Emitter Layout detail included in the Project Plans. The supply pipe will be placed at 12" depth.

The number of emitters per riser circuit, as shown on the Project Plans, is approximate. The Contractor will add no more than two multi-outlet emitters per circuit, as detailed. Any additional emitters required and exceeding the above indicated amount must be approved by City Representatives prior to installation.

The Contractor will maintain a set of record data for all irrigation lines and equipment coordinating with the City of Chandler's GIS requirements. All GIS data collection of irrigation equipment to complete the record drawings that are tied to City coordinates will remain the responsibility of the Contractor at no cost to the City.

Measurement and Payment:

Multi Outlet Emitter Assembly will be measured as unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place, as specified herein and on the Project Plans.

No additional payment will be made for supply tubing, ½" PVC supply pipe, emitter valve box, geotextile fabric, pea gravel sump, distribution tube, or hose stake the cost being considered incidental to this item.

No additional payment will be made for deep water drip stakes, the cost being considered incidental to this item.

No additional payment will be made for GIS data collection and for producing the required record drawings, the cost being considered incidental to this item.

ITEM NO. 78 REMOVE PAINT STRIPE

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to remove existing striping at the locations as specified in the Project Plans.

Construction Requirements:

For obliteration elements, the Contractor will not be allowed to utilize portable grinders that destroy the surface of the pavement. The Contractor will use water blasting for stripe removal and will not damage the existing pavement.

Measurement and Payment:

Remove Paint Stripe will be measured per linear foot and will be paid for at the contract unit price per linear foot, which price will be full compensation for the item, complete in place.

ITEM NO. 79 4 IN WHITE TRAFFIC PAINT STRIPE
ITEM NO. 80 4 IN YELLOW TRAFFIC PAINT STRIPE

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to install traffic paint stripes at the locations as specified in the Project Plans.

Materials:

The work under these items will conform to the current editions of the City of Chandler Standard Details C-614, C-620 and C-623 and ADOT Standard Specifications Section 708.

Construction Requirements:

The work under these items will conform to the layouts in the Project Plans and City Detail C-614, unless otherwise revised by the City Representative.

Measurement:

4 Inch White Traffic Paint Stripe and 4 Inch Yellow Traffic Paint Stripe will be measured per linear foot. No measurement will be made for the number of linear feet of gaps in dashed lines.

Payment:

The accepted quantities of 4 Inch White Traffic Paint Stripe and 4 Inch Yellow Traffic Paint Stripe, measured as provided above, will be paid for at the contract unit price per linear foot, which price will be full compensation for the item, complete in place.

ITEM NO. 81 PAINT MEDIAN NOSE

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to paint median noses at the locations as specified in the Project Plans.

Materials:

The materials under this item will conform to City Detail C-617.

Construction Requirements:

The work under this item will be completed per City Detail C-617.

Measurement:

Paint Median Nose will be measured as a unit for each bull nose painted and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place.

ITEM NO. 82 4 IN WHITE THERMOPLASTIC TRAFFIC STRIPE
ITEM NO. 83 THERMOPLASTIC/PREFORMED SYMBOL BIKE LANE MARKING SET
ITEM NO. 84 THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW
ITEM NO. 85 THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW

Description:

The work under these items consists of furnishing all labor, equipment and materials, and equipment necessary for the installation of thermoplastic striping and symbols at the locations as specified in the Project Plans.

Materials:

The work under these items will conform to the current editions of the City Details C-614, C-620 and C-623, and ADOT Standard Specifications Section 704.

Construction Requirements:

The work under these items will conform to the layouts in the Project Plans and in accordance with City Detail C-614, unless otherwise adjusted by the City Representative.

Measurement:

4 Inch White Thermoplastic Traffic Stripe will be measured per linear foot. No measurement will be made for the number of linear feet for gaps in dashed lines.

Thermoplastic/Preformed Symbols for Bike Lane Marking Set, Left Turn Arrow, and Right Turn Arrow be measured as a unit for each pavement symbol installed.

Payment:

The accepted quantities of 4 Inch White Thermoplastic Traffic Stripe, measured as provided above, will be paid for at the contract unit price per linear foot, which price will be full compensation for the item, complete in place.

The accepted quantities of Thermoplastic/Preformed Symbols for Bike Lane Marking Set, Left Turn Arrow, and Right Turn Arrow, measured as provided above, will be paid for at the contract unit price per each, which price will be full compensation for the item, complete in place.

ITEM NO. 86 REFLECTORIZED RAISED PAVEMENT MARKER (TYPE G, CLEAR, 1-WAY)
ITEM NO. 87 REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)
ITEM NO. 88 REFLECTORIZED RAISED PAVEMENT MARKER (TYPE H, YELLOW, 1-WAY)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to install type G, type D, and type H reflectorized raised pavement markers at the locations as specified in the Project Plans.

Materials:

The reflectorized raised pavement markers and adhesives will conform to City Detail C-622.

Construction Requirements:

The work under these items will conform to the City Details C-614, C-620 C-622, and C-623, City of Chandler Engineering & Design Standards Manual, Chapter 4 – Street Design

and Access Control, and as specified in the Project Plans.

Measurement and Payment:

Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way), Reflectorized Raised Pavement Marker (Type D, Yellow, 2-Way), and Reflectorized Raised Pavement Marker (Type H, Yellow, 1-Way) will be measured as a unit for each pavement marker installed and will be paid for at the contract unit price, which price will be full compensation for the item, complete in place. No additional payment will be made for adhesive, the cost being considered incidental to this item.

ITEM NO. 89 PERFORATED SIGN POST

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to install perforated sign posts at the locations as specified in the Project Plans.

Materials:

The Perforated Sign Post will conform to City Detail C-613.

Construction Requirements:

The work under this item will conform to City Detail C-613.

Measurement and Payment:

Perforated Sign Post will be measured per linear foot of sign post installed and will be paid for at the contract unit price per linear foot, which price will be full compensation for the item, complete in place.

ITEM NO. 90 PERFORATED SIGN POST FOUNDATION

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to install concrete perforated sign foundations, including anchor, sleeve, and associated hardware to attach post to foundation at the locations as specified in the Project Plans.

Materials:

All materials required to install concrete perforated sign foundations and attachment of

post will conform to City Detail C-613.

Construction Requirements:

The work under this item will conform to City Detail C-613 and as specified in the Project Plans.

Measurement and Payment:

Perforated Sign Post Foundation will be measured as a unit for each foundation installed and will be paid for at the contract unit price per each, which price will be full compensation for the item, complete in place. No additional payment will be made for anchor, sign post sleeves, and associated hardware to attach post to foundation, the cost be considered incidental to this item.

ITEM NO. 91 FLAT SHEET ALUMINUM SIGN PANEL, HIGH INTENSITY GRADE

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to install the sign panels at locations as specified in the Project Plans.

Materials:

Sign Panels will meet the requirements of the ADOT Specifications Section 608 and will conform to all applicable current editions of the City Details.

Construction Requirements:

The Sign Panels will be installed per ADOT Standard Specifications Section 608 and will conform to all applicable current editions of the City Details.

Measurement:

Flat Sheet Aluminum Sign Panel will be measured per square foot for each panel furnished and installed.

Payment:

The accepted quantities of Flat Sheet Aluminum Sign Panel, measured as provided above, will be paid for at the contract unit price per square foot, which price will be full compensation for the item, complete in place, including hardware and appurtenances require to install sign.

ITEM NO. 92 NO. 7 PULL BOX
ITEM NO. 93 NO. 7 PULL BOX W/ EXTENSION
ITEM NO. 94 NO. 9 PULL BOX
ITEM NO. 95 SPLIT NO. 9 PULL BOX

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary for the installation of new pull boxes and pull boxes with extensions, including, excavation, backfill, compaction, and appurtenances at locations as specified in the Project Plans.

Materials:

All Pull Boxes, extensions and lids will be polymer concrete material and conform to the details in the Project Plans If pull boxes details are not contained in the Project Plans, the Contractor will conform the applicable City Details and ADOT Specifications Section 732. Contractor to coordinate with City Representatives for markings on pull box. Markings will be clearly defined and uniform in depth and will be placed parallel to the long side of the lid. Letters will be nominally one inch high.

Pull boxes lids will be rated for traffic loads in locations where subject to vehicular traffic. Each lid will be furnished with two lock-down bolts.

Concrete Pull Boxes and lids will not be used.

Construction Requirements:

All construction will be performed in accordance with the details in the Project Plans. And ADOT Specifications Section 732-3.

New Pull Boxes will be located out of sidewalks, but within the City of Chandler right of way, approximately as shown on the plans. Adjustments in pull box locations are allowed, but are subject to Inspector approval.

Pull Boxes will be installed at finished grade. The pull box will be backfilled with select excavated material and thoroughly compacted to within two inches of original grade. The compaction around the box will not cause the sides to deflect or any part of the box or lid to crack. The Contractor will replace any cracked, broken, chipped, or damaged pull boxes or lids at no additional cost to the City.

All pull boxes will be left in clean conditions, free of dirt and debris upon completion of work.

Measurement:

Pull Box and Pull Box with Extension will be measured as unit for each pull box installed including pick up, excavation, installation backfill, extension, lid, fittings, elbows, caps,

solvent, and all applicable appurtenances.

Payment:

Accepted quantities of Pull Boxes and Pull Box with Extension, measured as provided above, will be paid for at the contract unit price each, which price will be full compensation for the item, complete in place, including pick up, excavation, installation backfill, extension, lid, fittings, elbows, caps, solvent, all applicable appurtenances, and disposing of surplus or unsuitable material.

ITEM NO. 96 PULL BOX, SRP LIGHTING (CONTRACTOR SUPPLIED AND INSTALLED)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the installation of SRP approved lighting pull boxes for the streetlight system in accordance with the details and requirements as specified in the Project Plans.

Materials:

SRP Lighting Pull Boxes are to be furnished by the Contractor. Material specifications will be per SRP standards and as shown in City Details C-757-1 and C-757-3. This item will include the ground rod required in each new streetlight pull box and associated conductor clamps.

Construction Requirements:

The Contractor will furnish and install the lighting pull boxes in accordance with City Details C-757-1 and C-757-3 at the approximate locations as specified in the Project Plans. All pull boxes will be placed within proximity of the streetlight pole as shown in City Detail C-757-1 and should be located in the public utility easement where available. The pull boxes will be installed at finish grade.

Measurement:

SRP Lighting Pull Box (Contractor Supplied and Installed) will be measured as unit for each pull box installed, including pick up, and installation, materials, excavation, backfilling, conductor clamps, ground rod, fittings, elbows, caps, and solvent.

Payment:

Accepted quantities of SRP Lighting Pull Box (Contractor Supplied and Installed), measured as provided above, will be paid for at the contract unit price each, which price will be full compensation for the item, complete in place. No additional payment will be

made for pick up, and installation, materials, excavation, backfilling, conductor clamps, ground rod, fittings, elbows, caps, and solvent, the cost being considered incidental to this item.

ITEM NO. 97 SCH. 40 PVC ELECTRICAL CONDUIT, 1 IN
ITEM NO. 98 SCH. 40 PVC ELECTRICAL CONDUIT, 2 IN
ITEM NO. 99 SCH. 40 PVC ELECTRICAL CONDUIT, 2 ½ IN (STREETLIGHTING PER SRP PLANS)
ITEM NO. 100 SCH. 40 PVC ELECTRICAL CONDUIT, 3 IN
ITEM NO. 101 SCH. 40 PVC ELECTRICAL CONDUIT, 4 IN
ITEM NO. 102 4 – 2 IN PVC INTERCONNECT CONDUIT
ITEM NO. 103 4 – 2 IN HDPE INTERCONNECT CONDUIT (DIRECTIONAL DRILL)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary for the installation of PVC conduit with pull rope installed in accordance with the details shown on the utility company plans.

Materials:

All conduits will meet the requirements of Section 732-2 of the ADOT Standard Specifications for Schedule 40 PVC.

The materials for the Sch. 40 PVC Electrical Conduit, 2 1/2" (Streetlighting Per SRP Plans) item will include 2.5-inch diameter schedule 40 PVC, 2500lb pull tape, trench, and all other materials incidental to this item of work, conforming to SRP specifications.

HDPE conduit will have a minimum rating of SDR 11. It will have a cell classification of PE334470C (for black conduit) and PE334470E (for colored conduit) per ASTM 3350: Standard Specification for Polyethylene Pipe and Fittings Materials.

The polyethylene base resin will meet the density requirement and melt index properties described herein. The density will not be less than 0.940 and not more than 0.955 g/CM^3 in accordance with ASTM D 1505: Standard Test Method for Density of Plastics by the Density-Gradient Technique. The range for the melt index will be between 0.05 to 0.5g/10 minutes in accordance with ASTM D 1238: Standard Test Method for Melt Flow Rates of Thermoplastics by Extrusion Plastometer. The HDPE conduit will have a minimum Flexural Modulus, of 80,000 psi, per ASTM D 790 and a minimum tensile strength at yield of 3,000 psi, per ASTM D-638.

Additives to the base resin will be included to provide heat stabilization, oxidation prevention and ultraviolet (UV) protection. It will utilize carbon black in the range of 2 to 3 percent for long term protection against UV degradation. The minimum protection period will be one year from date of manufacture in unprotected, outdoor storage in accordance with ASTM D 1603: Standard Test Method for Carbon Black in Olefin Plastics.

HDPE conduit and fittings will comply with ASTM D 2241 and ASTM-F2160-01.

The Contractor will provide City Representatives with manufacturer's certification of analysis and compliance showing that HDPE conduit meets these specifications.

Should the Contractor choose to substitute HDPE conduit in place of the installation of direct buried PVC conduit, direct buried HDPE conduit will be paid at the unit bid price of direct buried PVC conduit.

Unless otherwise shown on the Plans; bends, conduit fittings, expansion joints, 36-inch sweeps and other conduit accessories not specifically mentioned will be manufactured from a material similar to the connecting conduit.

Conduit elbows used for fiber optic cable installations (including future installations) will be a minimum of 36-inches and for bends of 90 degrees or greater will be encased in 1-sack slurry or concrete for at least 12" beyond each bend or coupling joint, whichever is greater. All other conduit elbows will be a minimum of 24-inches.

Construction Requirements:

All construction will be performed in accordance with the Project Plans. Where not included in these Technical Specifications or other referenced specifications, the work under this item will be installed per Section 732-3 of the ADOT Standard Specifications.

The Contractor will trench and install the 2.5-inch diameter conduit at the approximate locations indicated on the Project Plans. The conduit will be installed at a depth as shown on the Project Plans from finished grade to the top of conduit. Each conduit will terminate in a pull box. Elbows will be the same size as the conduit with minimum 18-inch radius at the junction box and 24 inches at all other locations.

Interconnect conduit will be comprised of four 2-inch conduits, one conduit black in color and the three other conduits gray in color. All unused conduits will have 2500-pound detectable mule tape installed, with detectable members spliced across junction boxes to form a continuously detectable conduit run. All conduits will enter junction boxes using 45-degree sweeps with no less than a 36-inch radius. (unless otherwise specified).

All conduit will have a continuous 2500 lb pull tape installed within and the ends sealed in a NEC approved manner to keep all moisture and foreign matter out of the conduit. Tying two sections of pull tape together is not allowed and will result in replacement by the contractor. A #12 AWG copper conductor tracer wire will be installed within each conduit or one tracer wire will be installed externally of the conduits, but alongside the conduits within the same bore or trench. Tracer wire must be electrically continuous. Any direct buried copper splice of the tracer wire must meet NEC requirements for direct buried electrical splices.

Measurement:

Electrical Conduit and Interconnect Conduit will be measured by the linear foot from center to center of pull boxes or from end to end of conduit when no pull boxes are used.

Payment:

The accepted quantities for Electrical Conduit and Interconnect Conduit, measured as provided above, will be paid for at the contract unit price per linear foot, which price will be full compensation for the work, complete in place, including excavation, drilling, slurry, fittings, mule tape, tracer wire, backfill necessary to complete the work.

No additional payment will be made for conduit bends or rigid non-metallic conduit bends at pull boxes, expansion fittings coupling fittings, the cost being considered incidental to this item.

No additional payment will be made for saw cutting, boring, trenching, pavement removal, disposal and pavement replacement done as part of conduit installation, the cost being considered incidental to this item.

ITEM NO. 104 SRP UNDERGROUND CONVERSION

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to trench and install conduit, including grading for SRP equipment pads and associated coordination that will be provided by the Contractor for the underground conversion per Project Plans. This work includes the underground relocation of the distribution line for both the underground conversion and underground relocation work.

Construction Requirements:

Work will consist of providing trench (or other means and methods as required) and conduit to construct SRP underground power conduit per the SRP plans. Work will need to be closely coordinated with SRP work. SRP will pull conductor through Contractor supplied and installed conduit and pull boxes. SRP will also be installing pad-mounted equipment. Contractor will provide graded areas at the equipment pad locations as shown on the plans.

This work will include trenching, jacking, drilling, excavating, grading for SRP concrete pads, placing and compacting backfill material in accordance with the locations shown on the Project Plans, including SRP plans, the requirements of these specifications, and SRP

requirements and details as shown on the SRP plans.

Materials:

Electrical Conduit and conduit fittings will be listed by UL, conform to NEC standards, and adhere to SRP requirements and standards.

Excavating and compacting backfill material will be in accordance with SRP Standards.

SRP Pull Boxes will be listed by UL, conform to NEC standards, and adhere to SRP requirements and standards.

Measurement:

SRP Underground Conversion furnished and installed will be measured by linear foot of trench. All labor and materials for installing a complete conduit system, including, but not limited to conduit, pull boxes, excavating, compacted backfill material, trenchless installation methods, coordination with SRP, grading for SRP concrete pads, and restoration of effected area to original condition will be included as part of the unit of measurement.

Payment:

SRP Underground Conversion, measured as provided above, will be paid for at the contract unit price per linear foot, which price will be full compensation for the work described herein, including all incidentals necessary to complete the work, delivery, storage and handling of the materials.

No additional payment will be made for various types of means and methods as may be required for installation, such as horizontal directional drilling, in order to protect existing improvements, the cost being considered incidental to this item.

ITEM NO. 105 POLE FOUNDATION, TYPE A
ITEM NO. 106 POLE FOUNDATION, TYPE RC

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to install traffic signal pole foundations at the locations and elevations as specified in the Project Plans.

Materials:

The work under these items will conform to the City of Chandler (COC) Standard Details C-710, C-713, C-714, and C-718, the current editions of the ADOT “Traffic Signals & Lighting” Standard Drawings T-SL 4.01, T-SL4.27, and T-SL4.28, Subsection 731 of the

ADOT Standard Specifications and City of Chandler's Approved Product List.

Construction Requirements:

The work under these items will conform to the COC Standard Detail C-710, C-713, C-714, and C-718, the current editions of the ADOT Standard Drawings T-SL 4.01, T-SL 4.27, and T-SL 4.28, and Subsection 731 of the ADOT Standard Specifications.

Contractor shall refer to the ADOT Standard Drawing T-SL 4.28 for further information regarding, anchor bolt details, the bold projection above foundation and the spacing between the top of foundation and the bottom of the pole base plate. The top of pole foundation shall match the elevation as specified in the project plans.

Measurement:

The pole foundations will be measured as a unit for each foundation furnished and installed, including excavation and backfill.

Payment:

The accepted quantities of pole foundations, measured as provided above, will be paid for at the contract unit price each, for the type of foundation designated in the bidding schedule, which price will be full compensation for the work, complete in place.

No additional payment will be made for all hardware, anchor bolts, wire, excavation, backfill and incidentals, the cost being considered incidental to this item.

ITEM NO. 107 VIDEO DETECTION SYSTEM (CAMERA)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing a 4-camera video detection system at the intersections as specified in the Project Plans.

Materials:

The video detection equipment will be FLIR – TrafiSense Dual 2 (645) (one per approach).

Video detection equipment will include the following items:

- TI BPL2 Edge BIU&SIU Interfaces (Two per Traffic Signal Cabinet)
- SDR-240-48 Mean Well Power Supply, and Cables (One Power Supply per Four Sensors Max)
- One (1) 10" Steel Din Rail and Two Unistrut Clips with Screws (per Power Supply)

- Phoenix Contact Ground Terminal Block MFR #3044092 (One per Camera)
- Phoenix Contact White Terminal Block MFR #3045075 (One per Camera)
- Phoenix Contact Black Terminal Block MFR #3045088 (One per Camera)
- Altech Corp Fuse Block MFR #CF4U (One per Power Supply)
- Little Fuse SLOW BLOW 3.15A 5X20MM Glass Cartridge 250VAC MFR 02183.15HXP (One per Fuse Block)
- Pelco Astro-Brac Product #AG-0169-74-96-PNC (One per approach and to mount on the signal arm)
- BELDEN 1036A 18-1T STR BC PVC O/A FOIL SHD PVC JKT 105C 300V BLK/WHT/RED UL PLTC OR ITC

Placement of detection zones will be by means of a notebook computer (PC) operating the software suite provided under this item. The VGA mode monitor, integral to the notebook computer (computer screen), will be able to show the detection zones superimposed on images of traffic scenes.

The video detection system will optimally detect vehicle passage and presence when the MVP sensor is mounted 30 feet, or higher, above the roadway when the image sensor is adjacent to the desired coverage area, and when the distance to the farthest detection zone locations are not greater than 10 times the mounting height of the camera.

Warranty, Support and Service:

The Contractor shall provide a minimum of one-year warranty for the video detection cameras. Ongoing software support by the Contractor shall include software updates of the camera sensor, modular cabinet interface unit and computer applications. These updates will be provided free of charge during the one-year warranty period. The Contractor shall maintain a program for technical support and software updates following expiration of the warranty period. **Construction Requirements:**

A member of the City of Chandler Traffic Signal Group or their representative will supervise the installation and testing of the video detection system.

The video detection camera shall be installed and optimized by an authorized FLIR representative per manufacturer's specifications using the PELCO Astra-Brac camera mount between outside signal heads on the level part of signal arm for optimal detection. The Contractor shall install a drip loop at each camera mount. The final mounting location shall be approved by City of Chandler Traffic Engineering.

The video detection cable will be installed from the new video detection camera and be terminated on the existing traffic signal cabinet. Work within the existing traffic signal cabinet will be done by City staff.

The City TMC will inspect and approve the installation of the camera prior to acceptance.

Measurement:

The Video Detection System (Camera) will be measured per each video detection system furnished and installed including sensors, cabling, mounting brackets, and interface panels.

Payment:

The accepted quantity of Video Detection System (Camera), measured as provided above, will be paid for each video detection system, which will be full compensation for the item complete in place, including sensors, cabling, mounting brackets, and interface panels as specified in the Project Plans and described herein.

ITEM NO. 108 TYPE A SIGNAL POLE
ITEM NO. 109 TYPE RC SIGNAL POLE

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to install traffic signal poles at the locations as specified in the Project Plans.

Materials:

The work under these items will conform to the City of Chandler Standard Detail C-710, C-713, C-714 and C-717, and the current editions of the ADOT “Traffic Signals & Lighting” Standard Drawing T-SL 4.27, and Subsection 731-2.02 of the ADOT Standard Specifications for Road and Bridge Construction.

Construction Requirements:

The work under these items will conform to the City of Chandler Standard Detail C-710 and C-714 and Subsection 731-2.02 of the ADOT Standard Specifications for Road and Bridge Construction.

Measurement:

The traffic signal poles will be measured as a unit for each type of pole furnished and installed.

Payment:

The accepted quantities of traffic signal poles, measured as provided above, will be paid for at the contract unit price each, for the type of pole designated in the bidding schedule,

which price will be full compensation for the work complete in place as described and specified herein and on the Project Plans, including all hardware, wire, and incidentals necessary to complete the work.

ITEM NO. 110 AUDIBLE PEDESTRIAN PUSH BUTTON WITH SIGN

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing audible pedestrian push buttons with signs at the locations as specified in the Project Plans.

Materials:

The work under this item will conform to the current editions of the ADOT “Traffic Signals & Lighting” Standard Drawings and the City of Chandler Approved Product’s List.

Construction Requirements:

The work under this item will conform to Section 735-2.02 of the ADOT Standard Specifications.

Measurement:

The Audible Pedestrian Push Button will be measured as a unit for each audible pedestrian push button furnished and installed.

Payment:

The Audible Pedestrian Push Button, measured as provided above, will be paid for at the contract unit price each, which price will be full compensation for the work complete in place, as specified herein and on the Project Plans.

ITEM NO. 111 20 FT MAST ARM (TAPERED)
ITEM NO. 112 45 FT MAST ARM (TAPERED)
ITEM NO. 113 55 FT MAST ARM (TAPERED)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to install traffic signal mast arms at the locations as specified in the Project Plans.

Materials:

The work under these items will conform to the City of Chandler Standard Detail C-710, C-713, C-714 and C-717, and the current editions of the ADOT "Traffic Signals & Lighting" Standard Drawings, and Subsection 731-2.02 of the ADOT Standard Specifications for Road and Bridge Construction.

Construction Requirements:

The work under these items will conform to the City of Chandler Standard Detail C-710 and C-714 and Subsection 731-2.02 of the ADOT Standard Specifications for Road and Bridge Construction.

Measurement:

The traffic signal mast arms will be measured as a unit for each type of mast arm furnished and installed.

Payment:

The accepted quantities of traffic signal mast arms, measured as provided above, will be paid for at the contract unit price each, for the type of mast arm designated in the bidding schedule, which price will be full compensation for the work complete in place and as specified herein and on the Project Plans, including all hardware, wire, and incidentals necessary to complete the work.

ITEM NO. 114 CONTROL CABINET
ITEM NO. 115 CONTROL CABINET FOUNDATION

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to install traffic signal control cabinet, controller, and foundation at the location as specified in the Project Plans.

Materials:

(A) Control Cabinet:

The control cabinet will be a Mobotrex TS2 Type 1 cabinet per COC Approved Products List and will conform to the current editions of the ADOT Traffic Signals & Lighting Standard Drawings and ADOT Standard Specifications Section 734.

(B) Controller:

The traffic signal controller will be a McCain ATC EX2 NEMA Controller, or

approved equivalent, and will conform to the current editions of the ADOT "Traffic Signals & Lighting" Standard Drawings and Section 734 of the ADOT Standard Specifications.

(C) Control Cabinet Foundation:

The control cabinet foundation will be 4,000 psi Class S concrete and will conform to the current editions of the ADOT "Traffic Signals & Lighting" Standard Drawings and Section 734 of the ADOT Standard Specifications.

Construction Requirements:

The work under these items will conform to the City of Chandler's Standard Detail C-723 and Section 734-3 of the ADOT Standard Specifications for Road and Bridge Construction.

Measurement:

The traffic signal cabinets and foundations will be measured as a unit for each cabinet or foundation furnished and installed.

Payment:

The accepted quantities of traffic signal control cabinets and foundations, measured as provided above, will be paid for at the contract unit price each, for the type of mounting assembly designated in the bidding schedule, which price will be full compensation for the work, complete in place, as specified herein and on the Project Plans, including service terminal boxes, cabinet mounted service enclosures, meter sockets, breaker panels, foundations, conduit, elbows, anchor bolts, clearance pad, auxiliary signal controls, external logic modules and all other components necessary to provide a complete functional assembly for controlling the operation and timing of traffic control signals.

ITEM NO. 116 OPTICOM PRE-EMPTION UNIT

Description:

The work under this item will consist of furnishing all labor, materials, and equipment to install emergency vehicle sensors and phase selector cards as specified in the Project Plans.

Materials:

The pre-emption equipment will be Opticom Model No. 721. The pre-emption equipment will include the following equipment:

- Opticom 721 (One per Approach)

- 762 Phase Selector (Two per Traffic Signal Cabinet)
- Opticom 138 Detector Cable

Construction Requirements:

The emergency vehicle pre-emption system sensors will be mounted on the specified poles and for specified directions as indicated on the Project Plans. Sensors will be attached to the mast arm of the specified poles in a rigid and waterproof manner, with cables routed inside the mast arm and pole shaft.

Sensors will be aimed by the Contractor for maximum distance sensing.

The Contractor is responsible for installing all components, making all connections and adjusting sensors for the emergency pre-emption system.

Phase selectors will be placed in the appropriate input file slots in the traffic signal controller cabinet by the Contractor.

Preemption cables will run unspliced from the sensors to the existing controller cabinet and will be furnished and installed and terminated in the cabinet by the Contractor, under this item.

Preemption cables will be clearly tagged and marked in the controller cabinet and each pull box they pass through, designating the direction, phase or corner served. The Contractor is responsible for ensuring the emergency pre-emption system is properly aimed and ready for activation prior to the date of turn-on. The Contractor will make any adjustments to sensor aiming or cabling, as requested by City Representatives.

The pre-emption system will be tested by the Contractor to insure proper operation.

Measurement:

Opticom Pre-emption Unit will be measured as a unit for each pre-emption unit installed and tested complete in place.

Payment:

Opticom Pre-emption Unit, measured as above, will be paid for at the contract unit price per each, which will be in full compensation for the work, complete in place, including pre-emption sensors and testing as specified herein and specified in Project Plans.

ITEM NO. 117 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)
ITEM NO. 118 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)
ITEM NO. 119 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)
ITEM NO. 120 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to install traffic signal mounting assemblies at the locations as specified in the Project Plans.

Materials:

The work under these items shall conform to the current editions of the ADOT “Traffic Signals & Lighting” Standard Drawings and Section 733 of the ADOT Standard Specifications.

Construction Requirements:

The work under these items shall conform to Section 733-3 of the ADOT Standard Specifications.

Measurement:

The traffic signal mounting assemblies will be measured as a unit for each type of mounting assembly furnished and installed.

Payment:

The accepted quantities of traffic signal mounting assemblies, measured as provided above, will be paid for at the contract unit price each, for the type of mounting assembly designated in the bidding schedule, which price shall be full compensation for the work, complete in place, as specified herein and on the Project Plans, including visors, backplates, and incidentals necessary to complete the work.

ITEM NO. 121 SIGN ASSEMBLY (IISNS)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary for developing shop drawings and mounting details and installing the Internally Illuminated Street Name Signs (IISNS) as specified in the Project Plans.

Materials:

The work under this item will conform to the City Details C-606 and C-607.

Construction Requirements:

The work under this item will conform to City Details C-606, C-607, and C-608.

IISNS cabling will run unspliced from the traffic signal control cabinet to the IISNS.

Measurement and Payment:

Sign Assembly (IISNS) will be measured as a unit for each IISNS and will be paid for at the contract unit price each, for the IISNS designated in the bidding schedule, which price will be full compensation for the work, complete in place described and specified herein and on the Project Plans, including IISNS cabling, mounting brackets, and incidentals necessary to complete the work.

ITEM NO. 122 TRAFFIC SIGNAL (FLASHING YELLOW ARROW FACE) (LED)
ITEM NO. 123 TRAFFIC SIGNAL FACE (TYPE F) (LED)
ITEM NO. 124 TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND) (LED)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to install traffic signal indications and pedestrian signal indications at the locations as specified in the Project Plans.

Materials:

The work under these items will conform to the current editions of the ADOT Traffic Signals & Lighting Standard Drawings and ADOT Standard Specifications Section 733.

All traffic signal indications will be Light Emitting Diode (LED) modules.

Vehicle type LED modules will fit in all standard, incandescent vehicle traffic signal housings. Each module will be complete, consisting of:

- A lens
- LED circuit board inclusive of all of the LEDs and required circuit components
- 36 inch 16 AWG wire leads with strain relief and quick connect terminals
- A rigid housing for protection in shipping, handling and installation
- A one-piece neoprene gasket.

Pedestrian Signal Module:

The pedestrian LED traffic signal module will fit the message of a 16 inch by 18 inch

pedestrian signal housing built to the PTCSI Standard. The “HAND” and “MAN” symbol will be 12 inches in height, and conform to PTCSI Standards.

Pedestrian LED signal modules will be designed so, that when operated over the specified ambient temperature and voltage range, the signal will attract the attention of, and be readable to, a viewer (both night and day) at all distances from 9.8 feet to 196.9 feet (3 meters to 60 meters). The measured chromaticity coordinates of the LED pedestrian signal module will conform to the chromaticity requirements of Section 5.3 and Figure C of the PTCSI standard.

The LED pedestrian signal module will be man/hand overlay with fill-in figures for both the man and the hand. Outline and/or side-by-side modules will not be used.

The LED pedestrian signal module will conform to all other specifications in this document, where applicable.

The LED signal module will be rated for use in the ambient operating temperature range, measured at the exposed rear of the module, of -40°F to +165°F (–40°C to +74°C).

The LED signal module will be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991, Section 4.7.2.l and 4.7.3.2, for Type 4 enclosures to protect all internal LED, electronic, and electronic components.

The LED signal module lens will be UV stabilized and scratch resistant.

The external lens surface for all vehicle signals will be smooth, with no raised features, so as to minimize the collection of dirt, diesel smoke, and other particulate contaminates, and to facilitate periodic cleaning. External lens facets are not allowed. The LED signal module lens will be UV stabilized and scratch resistant.

The LEDs will be mounted and soldered to a printed circuit board. The LED signal module will be watertight when properly mounted in an installed traffic signal housing. The LED signal module will utilize the same mounting hardware used to secure the incandescent lens and gasket assembly and only require a screwdriver or standard installation tool to complete the mounting into an existing traffic signal housing built to the VTCSH Standard. Unit will connect to existing electrical wiring utilizing quick connect terminal.

The LED signal module will be a single, self-contained device, not requiring on-site assembly for installation into an existing traffic signal housing. The power supply for the LED signal module will be an integral part of the module. The LED signal module assembly will weigh less than 5 pounds.

The assembly and manufacturing process for the LED signal module will be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

When necessary, modules will have a prominent and permanent vertical indexing indicator, i.e., UP ARROW or the word UP or TOP, for correct indexing and orientation inside signal housing.

Each individual LED signal module will be identified for Warranty purposes and clearly marked with:

- Manufacturer's name
- Date of manufacture.
- Unit serial number.
- Nominal operating voltage
- Power consumption in Watts

Environmental:

The LED signal module will operate over the temperature range of -40°F to +165°F (–40°C to +74°C). The LED signal module will be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991, Section 4.7.2.l and 4.7.3.2, for Type 4 enclosures to protect all internal LED, electronic, and electronic components.

Electrical – Input:

LED signal modules will operate from a 60 +/- 3 cycle AC line power over a voltage range from 80 VAC RMS to 135 VAC RMS. The control circuitry will prevent current flow through the LEDs in the off state to avoid any false indication as may be perceived by the human eye. The LED traffic signal module will be operationally compatible with NEMA TS - 1 and NEMA TS - 2 *conflict monitoring* parameters.

Green LED signals will not illuminate for input voltages below 35 VAC RMS and will illuminate for all input voltages higher than 45 VAC RMS (voltage will be regulated above 80 VAC RMS). This requirement is so that a green indication will not illuminate due to a "floating" or high-impedance neutral connection.

All wiring and terminal blocks will meet the requirements of Section 13.02 of the VTCSH standard. Two secured, color coded, 36 inch (914 mm) long 600 V, 20 AWG minimum, jacketed wires, conforming to the National Electrical Code, rated for service at +221°F (+105°C), are to be provided for electrical connection.

The signal module on-board circuitry will include voltage surge protection to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.6, NEMA Standard TS-2, 1992.

The individual LED light sources will be wired so that a catastrophic failure of one LED light source will result in the loss of not more than 5 percent of the signal module light output. One LED failure in an LED Signal Module will not affect any other LEDs. In case of a failure of one LED, only one LED will be lost and not an entire string or module.

Power factor will be 90% or greater, at nominal rated voltage, at 77°F (25°C), after 60 minutes of operation.

Total harmonic distortion induced into an AC power line by an LED signal module, operated at nominal operating voltage, with a power consumption equal to or greater than

15 watts at 77^0F (25^0C) will not exceed 20 percent. Total harmonic distortion induced into an AC power line by an LED signal module, operated at nominal operating voltage, with a power consumption less than 15 watts at 77°F' (25^9C) will not exceed 40 percent.

The LED signal and associated on-board circuitry must meet Federal Communications Commission (FCC) Title 47, subpart B, Section 15 regulations concerning the emission of electronic noise.

Optical – Output:

The light intensity and distribution from LED signal modules will as a minimum, meet the current ITE and CAL TRANS standards and measurement criteria for vehicle traffic control, even after a 30 minute warm up of continuous operation.

Test data to verify the performance as meeting the ITE intensity requirements at +165°F (+74°C) will be supplied from either of the following (or another certified independent test lab):

Lighting Sciences
7630 East Evans Road
Scottsdale, AZ 85260

ETL Testing Laboratories
3933 US Route 11
Cortland, NY 13045-0950

The light output of all LED vehicle signal modules will also meet *ITE* specifications for chromaticity.

Fluctuations in line voltage over the range of 80 VAC to l35 VAC will not affect luminous intensity by more than +/- 10 percent.

LED traffic signals will be temperature compensated so as to maintain intensity at elevated temperatures. LED traffic signal will be tested and documented by CAL TRANS as being in compliance with CAL TRANS intensity standards at elevated temperatures.

The LEDs will not exhibit degradation of more than 30% of their initial light intensity following accelerated life testing (operating at +185°F (+85°C) and 85% humidity, for 1000 hours). AlGaAs technology is not acceptable.

Warranty:

All LED traffic signal modules supplied will be warranted for five years against manufacturing defects.

LED traffic signal modules will be performance warranted to be in compliance with ITE and CAL TRANS minimum intensity standards, at +165°F (+74°C), after a period of three years, measured at 117 volts AC.

Failures due to acts of God, abuse, and accidents are excluded from warranty coverage.

The manufacturer expressly warrants that all goods furnished will conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. The manufacturer warrants that all such goods will conform to any statements made on the containers or labels or advertisements for such goods and that any goods will be adequately contained, packaged, marked and labeled. The manufacturer warrants that all goods furnished will be merchantable, and will be safe and appropriate for the purpose for which goods of that kind are normally used. If the manufacturer knows or has reason to know the particular purpose for which the City intends to use the goods, the manufacturer warrants that such goods will be fit for such particular purpose. The manufacturer's warranty will run to the City, its successors, and assigns. The manufacturer agrees to replace or correct defects of any goods not conforming to the foregoing warranty promptly, without expense to the City, when notified of such nonconformity by the City, provided the City elects to provide the manufacturer with the opportunity to do so. In the event of failure of the manufacturer to correct defects in or replace nonconforming goods promptly, City, after reasonable notice to the manufacturer, may make such corrections or replace such goods and charge the manufacturer for the cost incurred by the City in doing so.

Construction Requirements:

The work under these items will conform to ADOT Standard Specifications Section 733.3.

Measurement:

The traffic signal indications and pedestrian signal indications will be measured as a unit for each type of signal face furnished and installed.

Payment:

The accepted quantities of traffic signal indications and pedestrian indications, measured as provided above, will be paid for at the contract unit price each, for the type of signal face designated in the bidding schedule, complete in place, which price will be full compensation for the work as specified herein and on the Project Plans, including visors, backplates, lamps and incidentals necessary to complete the work.

ITEM NO. 125 STREET LIGHT POLE FOUNDATION, FOR SL-1 POLE
ITEM NO. 126 STREET LIGHT POLE, SL-1 WITH SINGLE DAVIT ARM

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to install the streetlight pole, including signal davit arm, pole foundation, and appurtenances at the locations as specified in the Project Plans.

Materials:

The streetlight pole, foundation and single davit arm will conform to the current edition of the City Details C-751-1, C-751-2, and C-751-3 (Streetlight Detail SL-1).

Construction Requirements:

The pole will be installed plumb and straight. The base of the pole will be oriented so that the hand hole is located away from the sidewalk and street.

The Contractor will furnish and install the (2) #12 AWG conductors and (1) #8 AWG Ground wire from the luminaire to the junction box. The Contractor will install fuse holders and fuses for all current carrying conductors within the handhole of pole.

The streetlight pole foundation will be installed as directed in the current edition of the City Streetlight Detail SL-1.

Measurement:

Pole Foundation, for SL-1 Pole will be measured as a unit for each foundation installed.

Payment:

The accepted quantities of Pole Foundation and SL-1 Pole, measured as provided above, will be paid for at the contract unit price per each, which price will be full compensation for the item, complete in place.

No additional payment will be made for conductors to be installed from the junction box to the luminaire or fuses/fuse holders, the cost being considered incidental to this item.

ITEM NO. 127 LED STREETLIGHT LUMINAIRE, TYPE II
ITEM NO. 128 LED LUMINAIRE (TRAFFIC SIGNAL)

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary for furnishing and installing luminaires at locations as specified in the Project Plans.

Materials:

LED Luminaires will be in accordance with Streetlight Technical Design Manual Section 2.2, LED Luminaires. The luminaire model will be as indicated on the Project Plans. House side shields will be installed on the luminaires where indicated on the Project

Plans.

Construction Requirements:

Installation and type of luminaire will meet SRP and City of Chandler standards. LED Streetlight Luminaires will be compatible with and meet mounting requirements per ADOT "Traffic Signals and Lighting" Standard Drawings and Section 731-2.02 of the ADOT Standard Specifications.

The existing LED luminaires, and any associated equipment, will be removed and relocated to a new traffic signal pole light mast arm as specified in the Plans.

Prior to removing the assembly, the Contractor will disconnect the luminaire power conductors. The contractor will install new cabling as required to provide a fully functional relocated LED luminaire.

(A) Initial Documentation

Prior to removing each LED luminaire assembly, the contractor will document the physical condition of each piece of equipment via photography. This documentation will constitute as the baseline for the physical condition of each LED luminaire assembly.

(B) Installation

Prior to installing the existing LED luminaire on the new traffic signal pole light mast arm, the physical condition of each piece of equipment will be inspected and compared to the photographs taken after the luminaire was initially removed from the existing light pole. The Contractor will repair any damaged physical features per the direction of the Engineer at no additional cost to the City.

Measurement:

LED Streetlight Luminaire will be measured as a unit for each installed in accordance with the contract plans and these Technical Specifications.

Payment:

The LED Streetlight Luminaire, measured as provided above, will be paid for at the contract unit price each, which will be full compensation for the work, complete in place, including storing, transporting, disconnecting, and installing the LED Luminaire on a new or existing light mast arm and any associated equipment required in the traffic signal cabinet.

ITEM NO. 129 CONDUCTORS (SIGNALS AND SIGNAL LIGHTING)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to install traffic signal and signal lighting conductors in conduits at the locations as specified in the Project Plans.

Materials:

The material under this item will conform to the current editions of the ADOT Traffic Signals & Lighting Standard Drawings and ADOT Standard Specification Section 732-2.01

Construction Requirements:

The work under this item will conform to Section 732-3 of the ADOT Standard Specifications.

Measurement:

Conductors (Signals and Signal Lighting) will be measured as a single complete unit of work. This method of measurement will be used for signal and lighting conductors shown in the signal conductor schedule on the Project Plans.

Payment:

Conductors (Signals and Signal Lighting), measured as provided above, will be paid for at the contract lump sum price, which price will be full compensation for the work, complete in place.

ITEM NO. 130 FIBER OPTIC CABLE (SINGLE MODE 12)
ITEM NO. 131 FIBER OPTIC CABLE (SINGLE MODE 144)
ITEM NO. 132 UNDERGROUND FIBER OPTIC SPLICE CLOSURE

Description:

The Contractor will furnish all labor, material, and equipment necessary to install Single Mode Fiber Optic (SMFO) communication cables in conduit as shown on the Project Plans.

The SMFO Communication subsystem will be completed with the use of two types of SMFO cable installations. These are (1) 144-fiber trunk or branch cables used for the main communication system backbone, and (2) 12-fiber service cable used for connecting the main trunk or branch cables to the field devices, as shown on the Project Plans. The traffic service cables will be factory terminated to a “Gator Patch” patch panel or approved

equal (non-factory terminated poly-mod systems are not an approved equal product), unless otherwise directed by the designated City Representative.

The trunkline cable will have all fibers sealed from moisture and dust particles in a new or existing splice enclosure in No. 9 splice vaults, or as directed by the designated City Representative.

The Contractor will furnish all labor, material, and equipment necessary to install fiber optic splice closures at locations shown in the Project Plans or approved splicing diagrams, and at the cut end of a cable run, or as directed by the designated City Representative. These splice closures will be used to house and protect the splices.

Due to the ever changing nature of the City fiber network, the approved fiber splicing diagrams will be provided by the City only after the fiber conduit infrastructure installation has passed inspection and prior to the fiber optic cable installation. Should a discrepancy exist between the Project Plans and the approved fiber splicing diagrams in regards to splice locations, the fiber splicing diagrams take priority, unless otherwise directed by the designated City Representative.

Materials:

General Requirements:

(A) Documentation:

The Contractor will provide certification that the cables furnished and installed are in conformance with the appropriate specifications. This certification will be in two parts:

(1) The Contractor will secure a certification from the cable manufacturer that the cable is in conformance with the Rural Electrification Administration (REA) Bulletin 1753F-601 (where applicable) and these Technical Specifications.

(2) The Contractor will certify that the installation of the communication cable subsystem is in accordance with the cable and splice manufacturer's recommendations and these Technical Specifications.

(B) Warranty:

Each item of the communication cable subsystem will be warranted by the Contractor against all defects in material and workmanship in accordance with Subsection 106.13.

(C) Technical Requirements:

The 144 fiber SMFO will be a continuous cable of sufficient length to permit the associated runs shown on the Project Plans to be made without full cable splices between specified splice locations. Full cable splices will be submitted to City Representatives for approval. The cable will be wound on the reel in such a manner

as to provide access to both ends of the cable to enable testing to be performed while the cable is on the reel. Fiber optic cable cuts, splices or cable sheath cuts must only be created as indicated on splicing diagrams, unless otherwise directed by the designated City Representative. If the Contractor violates these cut requirements, the entire length of cable from the previous splice point will be removed from the project and a new cable will be pulled at no additional cost to the project. The City will provide the approved fiber cable diagrams for those splice locations along with the approved splicing diagrams for those locations.

Where cable is pulled through an intermediate pull box, the Contractor will ensure that the cable is protected from sharp edges and excessive bends. The Contractor will not cause the cable to violate the minimum bending radius for which the cable was designed. If the Contractor violates the bending radius, the entire length of cable from the previous splice point will be removed from the project and a new cable will be pulled at no additional cost to the project.

Cables will be pulled in the conduit with a split mesh cable grip designed to provide a firm hold on the exterior covering of the cable. Cable will not drag on the ground or pavement during installation. The Contractor will ensure that the tensile load on the cable does not exceed the allowed maximum by using a system that includes a means of alerting the installer when the pulling tension approaches the limit and displays the actual tension on the cable. The Contractor may supplement this procedure with a breakaway tension limiter set below the recommended tensile limit of the cable being pulled.

During pulling, the cable will be lubricated at each pull box. The Contractor will use a prelubrication or continuous lubrication method. The lubricant used will be compatible with the cable jacket as recommended by the cable manufacturer. Liquid detergent will not be used. The Contractor will supply documentation identifying either the manufacturer recommendation or a published standard recommending the maximum pulling tension and speeds and these values will not be exceeded. The Contractor will have this documentation on site during each pull. If the Contractor fails to continuously lubricate the cable, the work will be stopped until the terms of this specification are being met to the satisfaction of City Representatives. No compensation for the work stoppage will be given.

Where cables are to be installed in conduit with existing cables or wires that will remain, the Contractor will not damage the existing cables or wires. The Contractor will disconnect, remove, reinstall, and reconnect the existing cables and wires as necessary to facilitate the installation of the new cable, only after prior authorization of the designated City Representative, as critical data is often transmitted over these cables. Prior notification of a minimum of two weeks in advance will be necessary. The Contractor will be responsible for any damage to the existing cables or wires caused by this operation. New and existing conductors will be terminated and labeling reconciled. No additional payment will be made as this work will be considered incidental to the associated items. A police officer will be required if the traffic signal is turned off to pull wire.

Cable will not be installed in any conduit until the associated pull boxes are installed prior to cable installation.

(D) Technical Specifications:

The SMFO cable furnished and installed by the Contractor will be designed for underground, in-conduit, and building installation applications and will meet the following requirements:

Fibers per cable: 144 for main trunkline or branch cables
48 for building entrance cables
12 for traffic signal service cables
Cladding diameter: 125.0 microns
Core diameter: 8.3 microns nominal
Core eccentricity: < 1.0 micron (0.3 typical)
Temperature range: -34ºC to +74ºC.
Coating thickness: 50 ±15 microns
Cable construction: Loose tube
Outer jacket: Polyethylene
Bending radius: 20 x Dia. minimum
Tensile strength: 600 pounds
Strength member: Dielectric
Mode field diameter: 9.3 ±0.5 microns
Zero dispersion wavelength: 1300 to 1320 nm
Zero dispersion slope: < 0.092 picosec/nm^2-km
Cutoff wavelength: 1260 nm
Point discontinuities at 1300 nm: < 0.1 dB

The 12-fiber service cable will be installed with the “Gator Patch” patch on the floor of the traffic signal controller cabinet. Jumper cables utilizing ST connectors will be installed from the “Gator Patch” to the required equipment. The cost of the jumper cables will be incidental to the service cable. The Contractor is required to seal the unused connectors and fibers from moisture and dust particles. The “Gator Patch” patch will not be pulled through conduit at any time.

Attenuation will be less than 0.35 dB per km at 1300 nm. The Contractor will not exceed the fiber optic cable manufacturer's guidelines for receiving signal input level. The Contractor will be responsible for all damages caused by an excessive input signal level. A violation of the power limit may damage equipment.

(E) Installation Procedure:

Fiber optic cable installation will be allowed to begin only after the fiber conduit infrastructure installation has passed inspection and the approved fiber splicing diagrams have been provided to the Contractor by the designated City Representative.

Each City of Chandler No. 9 pull box will have 100 feet of slack cable and 50 feet

of slack cable in a No. 7E pull box loosely looped.

All fiber optic cable will be pulled in innerduct except as specified on the Project Plans. Care will be exercised during cable pulls through conduit bends, poles and cabinets, and looping in junction boxes. In the event the minimum fiber optic radius cannot be maintained during the installation, the Contractor will submit alternative resolutions to City Representatives for review.

To reduce the possibility of damage to the outer jacket of the fiber optic cable, protective measures will be used when the cable is installed. The requirements, herein, will be followed but do not limit the installation to only those identified. The purpose of the installation specifications is to ensure protection of the fiber optic cable when it is installed. Other protective measures, not specified herein, may be taken during installation if it will ensure protection of the cable.

Repair of cable jacket will not be permitted. Jacket damage will require a new cable run.

A cable feeder guide will be used between the cable reel and the face of the duct and conduit to protect the cable and guide it off the reel and into the duct. The cable will be carefully inspected for jacket defects as it is removed from the reel. If defects are noticed, the pulling operation will be stopped immediately and City Representatives notified.

Precautions will be taken during installation to prevent the cable from being kinked or crushed.

A pulling eye will be attached to the cable end and be used to pull the cable through the duct and conduit system.

As the cable is pulled off the reel and into the cable feeder guide, it will be sufficiently lubricated with a lubricant that will be of the water-based type and approved by the cable manufacturer.

Dynamometers or break away pulling swings will be used to ensure the pulling-line tension does not exceed the installation tension values specified by the cable manufacturer. The mechanical stress placed upon the cable during installation will not be such that the cable is twisted and stretched.

The pulling of the cable will be hand-assisted at each pull box or splice vault. The cable will not be crushed, kinked or forced around sharp corners.

At each pull box and at each cabinet the cable will be visibly marked as follows:

“CAUTION - FIBER OPTIC CABLE”

The markings will be affixed with nylon ties and will be a warning label that will never fade or rub off.

The length of cable being pulled will not exceed the maximum cable tension as

specified by the cable manufacturer.

The supplier of the fiber optic cable will provide assistance and/or supervision in the installation process unless the installing company meets the requirements of the supplier.

Where applicable each cable should be labeled and attached to the cable racks with Ty-Raps immediately upon entering the box. Cables should be looped independently of one another. Ty-Raps will contain the cable loops of one cable. Ty-Raps should be tightened so that they prevent cable slippage but do not deform or damage the cable sheath. Ty-Raps will be used as necessary to neatly and independently rack the cables.

Splicing of the SMFO cable will be done only at splice vaults as shown on the Project Plans or approved fiber splicing diagrams by fusion splicing technique. Should a discrepancy exist between the Project Plans and the approved fiber splicing diagrams in regards to splice locations, the approved fiber splicing diagrams take priority, unless otherwise directed by the designated City Representative. The City will provide fiber cable diagrams for those splice locations along with the approved splicing diagrams for those locations. All splices and connectors will be prepared in accordance with the cable manufacturer's, splice manufacturer's, or connector manufacturer’s recommendations. Splices will introduce less than 0.2 dB attenuation and connectors will introduce less than 0.5 dB attenuation. Contractor will submit to City Representatives, all full cable splice locations for approval.

Cable Marking:

The completed (trunk, branch and service) cables will have sequential length markers in a contrasting color to the cable jacket, at regular intervals of three (3’) feet, (in English units) along the outside of the jacket. Printed on the jacket will be the cable code to identify the number and type of fibers, the manufacturer’s name, manufacture’s part number, the year of manufacture and the sequential length markings. The marking will be readable and proportionate in height to the cable and must be permanent and weatherproof.

Colors:

The color of the outer jacket will be black, and the cable must be outdoor rated. The single mode trunk cable “buffer tube” outer jackets and fiber jackets will be colored in accordance with EIA-598 and designated as shown on the table below.

Subcable (Buffer Tube) Jacket Cover Assignments for Trunk Cables:

Fiber Buffer Tube	System Corridor Application
Blue	As directed by designated City Representative
Orange	As directed by designated City Representative
Green	As directed by designated City Representative
Brown	As directed by designated City Representative
Slate	As directed by designated City Representative
White	As directed by designated City Representative
Red	As directed by designated City Representative
Black	As directed by designated City Representative
Yellow	As directed by designated City Representative
Violet	As directed by designated City Representative
Rose	As directed by designated City Representative
Aqua	As directed by designated City Representative

Typical Fiber Color Assignments:

Fiber	Fiber color	System Application	Mode	Fiber
1	Blue	Traffic Signal Data	SM	9/125*u*m
2	Orange	Traffic Signal Data	SM	9/125*u*m
3	Green	Future T.S., CCTV, VMS	SM	9/125*u*m
4	Brown	Future T.S., CCTV, VMS	SM	9/125*u*m
5	Slate	Future T.S., CCTV, VMS	SM	9/125*u*m
6	White	Future T.S., CCTV, VMS	SM	9/125*u*m

Each fiber optic cable will be coiled at a minimum radius of 20 times the outer diameter of the fiber cable in pull boxes. For example, if the cable has a diameter of .5 inches, the minimum radius will be no less than 10 inches. At no time will any fiber optic cable be direct buried throughout the project limits.

(F) Splice Closure:

Fiber optic splice closures will be either shell design or cylindrical, butt-end style corrosion resistant, watertight, and meet the requirements of GR-771-CORE. Underground splice closures will seal, bond, anchor, and provide efficient routing, storage, organization, and protection for fiber optic cable and splices. The splice closure will provide an internal configuration and end cap with a minimum of two express ports for entry and exit of backbone cable and a minimum of three additional ports for additional fiber cables.

Splice closures will be designed to accommodate heat-shrink fusion splice trays in sufficient quantities to perform the required number of splices. At a minimum, the splice closure will accommodate 144 splices. Each splice closure will be supplied with at least one spare heat shrink fusion splice tray and the hardware to terminate

at least one additional 12-fiber service cable.

Splice closures will have a reliable dual seal design with both the cable jackets and core tubes sealed, without the use of water-blocking material. The splice closures will be capable of being opened and completely resealed without loss of performance. Splice closures will be of a type that allows for existing fiber cables to be removed without having to cut the fibers to allow for future replacement of the splice enclosure without a loss of service.

The splice closure minimum dimensions will be at least 29 inches long by 11 inches wide, unless otherwise directed by the designated City Representative.

Construction Requirements:

General Requirements:

Installation and testing of all equipment will be accomplished by the Contractor in conformance with these technical specifications.

Test Requirements for Fiber Optic Cable:

The SMFO cable will be tested after installation to verify the integrity of the fiber optic cable plant and its performance. The Contractor will test all terminated fibers of each SMFO cable using an Optical Time Domain Reflectometer (OTDR) in accordance with EIA/TIA-455. Splices testing -0.1 dB or greater or connectors testing -0.5dB or greater will be remade. If any fibers are out of specification, the entire SMFO cable run will be replaced at no additional cost. Records of all fiber installation attenuation measurements will be logged and supplied to the City prior to final acceptance. These records will be used as a future reference.

Splicing:

At the locations shown in the Project Plans or in the fiber splicing diagrams, the Contractor will perform all required fusion splicing. Should a discrepancy exist between the Project Plans and the fiber splicing diagrams in regards to splice locations, the approved fiber splicing diagrams take priority, unless otherwise directed by the designated City Representative. The Contractor will install the splice closure in a manner proposed to and approved by the designated City Representative, such that the trunk cable entries are on the same side of the end cap so if additional fiber optic cables are installed at a later date, the two existing seals remain undisturbed.

All splices will be prepared in accordance with the manufacturer’s recommendations. Each splice between two new fibers will introduce less than 0.1 dB attenuation. For splices between one new and one existing, or reconnection of two existing fibers, the maximum allowable attenuation will be 0.3 dB.

Measurement:

The communication cable will be measured by the linear foot for each size cable furnished and installed; it will be measured horizontally along the route between center of pull boxes and center of pull box to center of cabinet.

No payment will be made for cable that is below ground in vertical conduit stub-ups or for slack cable in pull boxes, or field equipment cabinets. No measurement will be made for splicing and terminating cables, testing, tracer wire, pull tape, or for lubricant. All materials required to complete the system will be incidental to the cable.

No measurement or payment will be made for removal or installation of existing cable as required by the Project plans, specification, or direction by City Representatives.

Fiber optic splice closures will be measured as a unit for each splice closure unit furnished, and installed, complete in place, including the fusion splicing of the fibers in new splice closures.

Payment:

The communication cables will be paid as measured per linear foot. Contract unit price will be full compensation for the cable described and specified herein and on the Plans, complete in place and tested. Use of equipment required to remove or install cable, including equipment to limit pull-tension and speed, and racks and hooks for pre-existing pull boxes will be incidental to these items and will not be measured or paid. This installation equipment will remain the property of the Contractor.

The accepted quantities of fiber optic splice closures, measured as provided above, will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place and as specified herein and on plans.

ITEM NO. 133 FIBER OPTIC PATCH PANEL (12 PORT)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing and testing Fiber Optic Patch Panel (12-Port), including but not limited to, termination panel, cabling, and miscellaneous materials required to provide a complete and operational fiber connection.

Materials:

Termination panels (a.k.a. patch panels) shall be furnished and installed per the plans and these special provisions. Termination panels for branch fiber provided shall support 12 strands of fiber and SC connections. Termination panels shall be incorporated on a

mounting plate with other CCTV cabinet equipment (if applicable) and mounted on the side of the cabinet.

Construction Requirements:

All splices and connectors shall be prepared in accordance with the cable manufacturer's, splice manufacturer's, and connector manufacturer's recommendations. Each splice shall introduce less than 0.1 dB attenuation except where new cable is spliced to existing the maximum attenuation is 0.3 dB, and each connector shall introduce less than 0.5 dB attenuation. All splicing shall be done in a splice van or enclosure to protect fibers from excess dust. No open air splicing is allowed.

All connectors for termination shall be factory assembled. No hot melt or mechanical connectors will be accepted.

Measurement:

The Fiber Optic Patch Panel (12-Port) will be measured as a unit for each item, furnished and installed, complete in place.

Payment:

The accepted quantity of Fiber Optic Patch Panel (12-Port), measured as provided above, will be paid for at the contract unit price each, complete in place and successfully tested.

ITEM NO. 134 CCTV CAMERA AND FIELD EQUIPMENT

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing and testing CCTV cameras and associated equipment including, but not limited to, cameras, camera housings, pan/tilt/zoom assemblies, mounting hardware, power/communications/video cabling and miscellaneous materials required to provide a complete and operational CCTV system.

Materials:

The CCTV cameras will be the following:

Manufacturer	Model Number
Axis Communications Camera: Midspan POE: Pole Mount:	 P5655-E T8134 60W T91L61

Cable:	Belden 7929A CAT5E

Refer to the Project Plans for specific CCTV requirements. All materials provided will be from new un-depreciated stock. Refurbished materials are not acceptable. All materials provided will be currently supported by the manufacturer and not scheduled for end-of-life.

The Contractor will furnish mounting arms and required mounting hardware to install the CCTV assembly on the poles as shown on the Project Plans. The Contractor will supply all grommets, connectors, cabling, nipples, and incidental hardware required to install the power and network cabling from the CCTV cabinet to the CCTV Assembly.

The Contractor will coordinate with the City to obtain IP addressing, and program IP and other communications parameters into the CCTV camera.

Construction Requirements:

The Contractor will mount the CCTV assembly which includes the camera mount, camera housing, camera, zoom lens, tilt/pan drive, and receiver/driver on traffic signal poles per the requirements of the CCTV camera supplier.

No wire, cables, or conductors will be exposed from the base of the tilt/pan drive to the ground. All conductors will be routed inside the support structure.

The surge suppression rack will be installed in the traffic signal cabinet and all surge suppressors connected per the supplier/manufacturer's instructions. All surge protector leads will be as straight and short as possible. The mounting bolts for the chassis and terminal strips will not protrude from the outside of the enclosure. All cabling, connectors, and hardware required to interconnect the various CCTV field and fiber optic communications equipment will be furnished and installed by the Contractor.

(A) Test Requirements

(1) General:

All CCTV components will be subject to testing and monitoring to determine conformance with all applicable specifications and to ensure proper operation of the equipment and system.

(2) Stand-Alone Tests:

The test will exercise all stand-alone (non-network) functional operations of the CCTV. The tests will verify the following:

- Control of focus, zoom, digital zoom, white balance, iris, tilt/pan, and power on/off
- Response to automatic preset positioning commands
- Display of Camera ID information and directional indicators
- Video "blacked out" when in a privacy zone

- Presence and quality of video signal during bright sunlight and night conditions
- Retention of non-volatile RAM data (i.e., sector text, preset positions)

Measurement:

The CCTV Camera and Field Equipment will be measured as a unit for each item, furnished and installed, complete in place.

Payment:

The accepted quantity of CCTV Camera and Field Equipment, measured as provided above, will be paid for at the contract unit price each, complete in place and successfully tested.

ITEM NO. 135 FIELD HARDENED ETHERNET SWITCH

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to install Field Hardened Ethernet Switches, capable of providing 8-port managed Ethernet communications and network-managed Layer 2 functionality.

Materials:

The supplied Ethernet Switches will be EtherWAN, Model No. EX78934E-0VB. The ethernet switch will include the following:

- One (1) Power Supply – Model No. EPOW-54-600 600W
- SFP Transceivers – Model No. EX-1250TSP-MB5L-AS (Four per Traffic Signal Cabinet)
- Four foot CAT6 Cables (Seven per Traffic Signal Cabinet)

General Requirements:

The Ethernet switch will provide a minimum of four 1000Base-Tx and four gigabit combo ports. The four combo ports are 10/100/1000Mbps configurable for single mode optical fiber by the use of Comnet compatible SFP modules. One SFP module will be provided for each combo port (3 total) and will have a maximum path length of 10km at 1310nm Wavelength. Fiber optic jumper cables will be duplex LC (on SFP end) and ST (on termination panel end).The Contractor will provide a complete and operational communication system.

(A) Documentation:

Submittals and documentation will conform to Subsection 103 Submittal Requirements as amended by these Technical Specifications.

(B) Warranties:

All work will be guaranteed for a minimum of one year, after City Representatives and the City of Chandler have issued final system acceptance.

(C) Physical:

The Ethernet switch will conform to standard mounting shelf mounting provisions within the controller cabinet. No printed circuit board (PCB) will be openly exposed in the construction of the Ethernet modem. All connectors, indicators, and replaceable components will be permanently marked and traceable to the supplied documentation, including schematics and parts lists. The Ethernet switch's external markings will include the product name, model number, part number, serial number, manufacturer's name, and manufacturer's address.

(D) Environmental:

The Ethernet switch will be designed to operate in –20 to +70 degrees Celsius with no cooling air flow required.

(E) Maintenance Interface:

The Ethernet switch will include at least the following visual signal indicators:

- Transmit Data for each port or channel
- Receive Data for each port or channel
- Optic signal status
- Power (PWR)

(F) Electrical:

(1) Power:

The power supply will operate from 115 VAC ±15%, 60 Hz ±10%, single phase power. The power supply will include at least a 6' power cable with a male power connector compatible with standard UL requirements.

(2) Grounding Provisions:

Provisions to prevent damage to Ethernet Switch's electronics from lightning via any metallic cable interconnect with the transceiver will be included in the design.

(G) Communications Interface:

(1) Electrical Data Interface:

The Ethernet switch will connect to the Serial Server by a CAT-5e cable via RJ-

45 ports.

(2) Optical Interface:

The optical interface to the Ethernet switch's will be single mode fiber, via ST connectors. Mode fields of either depressed cladding or matched cladding will be accommodated by the connector. Female connectors will be provided on the Fiber Optic Transceiver's as follows:

- Transmit
- Receive

Construction Requirements:

Installation Requirements:

The Ethernet switch will be free of sharp edges. Power input requirements (i.e., voltage and current) will be marked on the case. All power connections will be protected against inadvertent contact by maintenance personnel.

Testing Requirements:

The Contractor will verify proper operation of the communications between each of the traffic signal controllers and the City's traffic signal control system in the TMC.

Measurement:

Field Hardened Ethernet Switch installation will be measured as a unit for each Ethernet switch, complete in place, to include, but not limited to power supply, CAT6 cabling, jumper cabling, SFP modules, and port connections, in accordance with the Project Plans and these Technical Specifications.

Payment:

The accepted quantity of Field Hardened Ethernet Switch, measured as provided above, will be paid for at the contract unit price per each, which will be compensation for the work, complete in place, as specified in the Project Plans and herein.

ITEM NO. 136 CONCRETE SCUPPER, CITY DET C-500, W=8 FT

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to construct scuppers, of the widths indicated, at all locations as specified in the Project Plans. Each scupper will include a storm drain inlet marker per the City Detail C-508.

Materials:

All materials will conform to City Detail C-500 and MAG Detail 203 in their entirety.

Construction Requirements:

The work under these items will comply with City Detail C-500 and MAG Detail 203 in their entirety.

Measurement:

Concrete Scupper will be measured as a unit for each including storm drain inlet marker and painting of exposed angle iron.

Payment:

The accepted quantities of Concrete Scupper, measured as provided above, will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place, including inlet marker and painting of exposed angle iron.

ITEM NO. 137 CONCRETE SPILLWAY, CITY DET C-500, W=8.5 FT

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to construct concrete spillways of the widths indicated, at all locations as specified in the Project Plans.

Materials:

All materials for spillway will conform to City Detail C-500 in its entirety.

Construction Requirements:

The work under these items will comply with City Detail C-500 in its entirety.

At locations where a new spillway abuts an existing spillway shown on the Project Plans, the Contractor will provide dowels space no more than 12 inches on center in the center of the existing spillway. Dowels will be 12 inches long of #4 rebar with minimum embed of 4.5 inches. Drill and epoxy dowels with Hilti Hit-Hy 200 adhesive or approved equal. The existing spillway slab will be roughened to +/-1/4 inch amplitude prior to pouring new spillway.

Measurement:

Concrete Spillways will be measured as a unit for each linear foot of spillway constructed.

Payment:

The accepted quantities of spillway, measured as provided above, will be paid for at the contract unit price per linear foot, which price will be full compensation for the work, complete in place, including drilling, dowels, and epoxy.

ITEM NO. 138 CATCH BASIN, MAG DET 533-1, TYPE D, ONE 3 FT WING
ITEM NO. 139 CATCH BASIN, MAG DET 533-1, TYPE D, TWO 3 FT WINGS

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary for installing catch basins at locations as specified in the Project Plans and in conformance to MAG Details 532 and 533-1.

Material:

All materials will conform to MAG Details 532 and 533-1, in their entirety.

Construction Requirements:

The work under these items will conform to MAG Details 532 and 533-1, in their entirety.

Each catch basin will include an inlet marker per City Detail C-508.

Measurement and Payment:

All catch basins will be measured as a unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place. No additional payment will be made for trash racks, removal of obstructions, excavation, bedding, backfilling, compacting, inlet markers and joint materials, the cost being considered incidental to this item.

ITEM NO. 140 CONCRETE MASONRY WALL (FULL WALL)
ITEM NO. 141 CONCRETE MASONRY WALL (PARTIAL WALL VIEW FENCE)
ITEM NO. 142 CONCRETE MASONRY WALL (FULL WALL WITH DOOLEY FOUNDATION)

Description:

The work under this item will include furnishing of all materials, personnel, and equipment necessary to construct concrete masonry walls on private property in accordance with the details shown on sheet DTL01 and DTL02 of the Project Plans and at locations designated on the Project Plans.

Materials:

All materials will comply with MAG Uniform Standard Specifications Sections 775 in its entirety. Mortar and grout will conform to MAG Uniform Standard Specifications Section 776. Reinforcing steel will conform to MAG Uniform Standard Specifications Section 727. Portland cement concrete will conform to MAG Uniform Standard Specifications Section 725. Concrete for the CMU wall footings and drilled piers shall be MAG Class A concrete and as specified in the Project Plans.

Construction Requirements:

Comply with MAG Uniform Standard Specifications Section 510 in its entirety, including all City of Chandler supplements except as modified herein and as shown on the Project Plans.

The drilled pier foundations for the Dooley Wall will conform to Sections 609-1 through 609-3 of the ADOT Standard Specifications unless otherwise noted in these specifications. A Confirmation Shaft (609-3.02) and Integrity Testing (609-3.05) will not be required. Concrete will be placed, finished and cured in accordance with MAG Uniform Standard Specifications Section 505.

The Contractor will construct a new pull box to connect to the private power feed (terminated near new wall alignment under REMOVE WALL item) and furnish and install new 1” conduit with pull string and flush mounted light fixture mounting box in the entrance pilasters as shown on DT01 of the Project Plans to provide for future entry lighting.

Ornamental steel fence on the Partial Wall View Fence will be Ameristar Fence “Montage Plus Majestic”, black finish or approved equal and conform to the details on DTL01 of the Project Plans. The Contractor will submit shop drawings for approval by City Representative. The Contractor will follow manufacturer requirements.

Measurement:

Concrete Masonry Wall will be measured by the linear foot measured at the center of the wall.

Payment:

The accepted quantities of Concrete Masonry Wall measured as provided above, will be paid for at the contract unit price per linear foot, which price will be full compensation for the item, complete in place as shown on the Project Plans.

No additional payment will be made for work to reconnect the existing power feed to the new entry pilasters, the cost being considered incidental to this item.

ITEM NO. 143 RE-INSTALL EXISTING WROUGHT IRON SWINGING GATE (APN 304-81-221C)

Description:

The work under this item will include furnishing of all materials, personnel, and equipment necessary to re-install the existing gate at the entry of APN 304-81-221C.

Materials:

All materials will comply with MAG Uniform Standard Specifications Sections 775 in its entirety. Mortar and grout will conform to MAG Uniform Standard Specifications Section 776. Reinforcing steel will conform to MAG Uniform Standard Specifications Section 727. Portland cement concrete will conform to MAG Uniform Standard Specifications Section 725. Concrete for the CMU wall footings shall be MAG Class A concrete and as specified in the Project Plans.

Construction Requirements:

Comply with MAG Uniform Standard Specifications Section 510 in its entirety, including all City of Chandler supplements except as modified herein and as shown on the Project Plans.

Measurement:

Re-install Gate will be measured by lump sum and will include all work necessary to restore the entry in-kind with the existing condition.

Payment:

The accepted quantities of Re-install Existing Wrought Iron Swinging Gate measured as provided above, will be paid for at the contract unit price per lump sum, which price will be full compensation for the item, complete in place as shown on the Project Plans.

No additional payment will be made for re-installing detection equipment for automatic gate opening function, the cost being considered incidental to this item.

ITEM NO. 144 RECONSTRUCT DECORATIVE WALL, MATCH IN-KIND (APN 304-81-221C)

Description:

The work under this item will include furnishing of all materials, personnel, and equipment necessary to construct concrete masonry wall at the entry of APN 304-81-221C to match in-kind.

Materials:
All materials will comply with MAG Uniform Standard Specifications Sections 775 in its entirety. Mortar and grout will conform to MAG Uniform Standard Specifications Section 776. Reinforcing steel will conform to MAG Uniform Standard Specifications Section 727. Portland cement concrete will conform to MAG Uniform Standard Specifications Section 725. Concrete for the CMU wall footings shall be MAG Class A concrete and as specified in the Project Plans.

Construction Requirements:

Comply with MAG Uniform Standard Specifications Section 510 in its entirety, including all City of Chandler supplements except as modified herein and as shown on the Project Plans.

Measurement:

Reconstruct Decorative Wall will be measured by lump sum and will include all work necessary to restore the entry in-kind with the existing condition.

Payment:

The accepted quantities of Reconstruct Decorative Wall measured as provided above, will be paid for at the contract unit price per lump sum, which price will be full compensation for the item, complete in place as shown on the Project Plans.

ITEM NO. 145 CONCRETE LINED (IRRIGATION) DITCH WITH 1 FT BOTTOM

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing concrete ditches at locations as specified in the Project Plans.

Materials:

Concrete is to be Class B per MAG Spec Section 725 and as specified in the Project

Plans.

Construction Requirements:

Concrete ditches including ditch pads and ditch bends will be constructed in compliance with the detail on drawing PI01 of the Project Plans. Ditch bends will meet the same thickness requirements as the ditch, and will include jointing materials capable of creating a water-tight joint between ditch sections.

Measurement and Payment:

Concrete Lined Ditch will be measured per linear foot of ditch and will be paid for at the contract unit price per linear foot, which price will be full compensation for the item, complete in place. No additional payment will be made for ditch pads, radius corners, connections to headwalls, materials, removal of obstructions, excavation, bedding, backfilling, compacting, and joint materials, the cost being considered incidental to this item.

ITEM NO. 146 SAWCUT DITCH AT TIE-IN
ITEM NO. 147 CONCRETE DITCH TERMINATION (HAND PLACED)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing ditch tie-ins and hand placed concrete ditch terminations.

Materials:

Concrete is to be Class B per MAG Spec Section 725 and as specified in the Project Plans.

Construction Requirements:

The work under this item will comply with the details in the Project Plans. Ditch terminations will meet the same thickness requirements as the ditch, and will include jointing materials capable of creating a water-tight joint between it and adjoining ditch sections.

Measurement and Payment:

Sawcut Ditch at Tie-in will be measured as a unit for each tie-in and Concrete Ditch Termination (Hand Placed) will be measured as a unit for each termination and both will be paid for at the contract unit price each, which price will be full compensation for the item, complete in place. No additional payment will be made for removal of obstructions, excavation, bedding, backfilling, compacting, and joint materials, the cost being

considered incidental to this item.

ITEM NO. 148 IRRIGATION VALVE, 12 IN WITH CONCRETE SCOURING BASIN PER MAG DET 506

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing irrigation valves, the tee on the irrigation line and riser pipe to the valve at locations and to dimensions shown on the Project Plans and in accordance to MAG Detail 506.

Materials and Construction Requirements:

Irrigation valves will be constructed in compliance with MAG Detail 506, and all referenced specifications therein in their entirety.

Measurement and Payment:

Irrigation Valve, 12 In (MAG Det 506) will be measured as a unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place. No additional payment will be made for removal of obstructions, excavation, bedding, backfilling, compacting, and joint materials, the cost being considered incidental to this item.

ITEM NO. 149 HEADWALL, MAG DET 502-1 (PRIVATE IRRIGATION)

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to install irrigation headwalls, including the trash racks at the locations as specified in the Project Plans.

Materials and Construction Requirements:

The work under this item will comply with MAG Detail 502-1.

Measurement and Payment:

Headwalls, including trash racks, will be measured as unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place.

ITEM NO. 150 STEEL CASING PIPE SLEEVE, 54 IN DIA.

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the trenchless operation to install a steel casing under RWCD facilities using horizontal earth auger boring (jack and bore) as shown in the Project Plans.

Materials:

Materials shall comply with MAG Standard Specifications Section 602.

Construction Requirements:

Contractor will conform to RWCD construction requirements and coordination requirements. For other requirements not covered by RWCD, the Contractor will comply with MAG Standard Specifications Section 602 as shown in the Project Plans.

Measurement and Payment:

Steel Casing will be measured per the number of horizontal linear feet from the end of the steel casing at the bore pit to the end of the steel casing in the reception pit as shown on the Project Plans. Steel Casing will be paid for at the contract unit price per linear foot, which will be full compensation for the work, complete in place, including but not limited to excavation, trenchless installation, bulkheads, grout, rails, skids, straps, and backfill. Payment for steel casing does not include payment for the carrier pipe which will be paid for separately at the contract unit price for the carrier pipe.

ITEM NO. 151 6 IN DUCTILE IRON PIPE WATERLINE WITH FITTINGS

Description:

The work under these items will include the furnishing of all materials, personnel, and equipment necessary to install potable waterlines of the sizes, materials, and locations shown on the Project Plans. Work includes extending several existing potable water stubs and providing new stubs for future development as shown on the Project Plans.

Construction Requirements:

All work and materials will comply with the appropriate MAG Specification Sections and appropriate City of Chandler Supplement to MAG.

No field cuts of restrained pipe are permitted without prior approval of City Representatives.

Restrained joints for fittings will be mechanical joint fittings with wedge-type mechanical pipe-grippers or flange. The wedges will be ductile iron heat treated to a minimum hardness of 370 BHN. The mechanical joint restraint will have a working pressure of 350 psi.

All pipe and fittings will be wrapped in a polyethylene sleeve.

Water pipe bedding will be per City of Chandler Detail C-308.

Trench replacement will be “T-Top” per MAG Detail 200-1 and 200-2.

Measurement:

Potable water pipelines, of the sizes shown on the Project Plans will be measured by linear foot. There will be no measurement for fittings, thrust blocks, adaptors, couplings, polywrap, testing, trench replacement, removal of caps, or other materials and labor needed to construct the potable waterlines unless otherwise quantified in the bid schedule, the cost of these items will be considered included in this item.

There will be no measurement for additional valves, fittings, or any other improvements not specifically included in the project plans that may be needed for testing, isolating, or other reason to construct the waterlines.

Payment:

The accepted quantities of potable water pipelines, measured as provided above, will be paid for at the contract unit price as indicated above, which price will be full compensation for the item, complete in place. There will be no additional payment for restrained joints, fittings, thrust blocks, adaptors, couplings, horizontal realignment, temporary paving, trench replacement, removal of caps, or other materials and labor needed to relocate the waterlines as shown on the Project Plans, the cost of these items will be considered included in other bid items for which they are necessary.

No payment will be made for additional valves, fittings, or any other improvements not specifically included in the Project Plans that may be needed for testing, isolating, or other reason to construct the waterlines as shown on the Project Plans. These will be included in the cost of this item and will be at no additional cost to the City.

Even if not specifically shown on the boring logs, the Contractor may encounter large cobbles, boulders, caliche, conglomerate, hard rock, sand, perched groundwater, historic or prehistoric cultural resources, or other differing site conditions on this project. There will be no additional compensation made for any differing site condition that may be encountered. Additional work items, such as trench boxes, laying back trenches, soil pumping mitigation, etc., associated with unforeseen soil conditions will be considered incidental to this item.

ITEM NO. 152 REMOVE FIRE HYDRANT
ITEM NO. 153 REMOVE EXISTING FLUSHING PIPE AND METER BOX
ITEM NO. 154 INSTALL FIRE HYDRANT PER GIL-320

Description:

The work under these items will include the furnishing of all materials, personnel, and equipment necessary to remove fire hydrants and flushing pipes with meter box and install fire hydrants at locations shown on the Project Plans.

Construction Requirements:

Removal of existing fire hydrants and meter boxes will comply with MAG Standard Specifications Section 350 in its entirety.

All work and materials for installing fire hydrants will comply with Town of Gilbert Detail GIL-320.

Measurement:

Remove Fire Hydrant, Meter Box and Install Fire Hydrant will be measured by unit each. No additional measurement will be made for pipe, fittings, or valves, the measurement of these items will be considered included in other bid items.

Payment:

The accepted quantities of Remove Fire Hydrant, Remove Meter Box, and Install Fire Hydrant as provided above, will be paid for at the contract unit price as indicated above, which price will be full compensation for the item, complete in place. There will be no additional payment for restrained joints, fittings, thrust blocks, adaptors, couplings, horizontal realignment, temporary paving, trench repair, or other materials and labor needed to construct fire hydrants as shown on the Project Plans, the cost of these items will be considered included in other bid items for which they are necessary.

No payment will be made for additional valves, fittings, or any other improvements not specifically included in the Project Plans that may be needed for testing, isolating, or other reason in order to construct fire hydrants as shown on the Project Plans.

ITEM NO. 155 8 IN AWWA C-900, CLASS 150 WATERLINE WITH FITTINGS

Description:

The work under these items will include the furnishing of all materials, personnel, and equipment necessary to install 8 inch waterlines at locations shown on the Project Plans.

Work includes extending existing water stubs that are part of the Town of Gilbert's system beyond the proposed roadway widening.

Construction Requirements:

All work and materials will comply with the appropriate MAG Specification Sections and Town of Gilbert Standards.

No field cuts of restrained pipe are permitted without prior approval of City Representatives.

Restrained joints for fittings will be mechanical joint fittings with wedge-type mechanical pipe-grippers or flange. The wedges will be ductile iron heat treated to a minimum hardness of 370 BHN. The mechanical joint restraint will have a working pressure of 350 psi.

Resilient wedge gate valves will be used on all water lines, unless otherwise noted and approved through the plan review process.

All pipe and fittings will be wrapped in a polyethylene sleeve.

Trench replacement will be "T-Top" per MAG Detail 200-1 and 200-2.

Measurement:

Water pipelines, of the sizes shown on the Project Plans will be measured per linear foot. There will be no measurement for fittings, thrust blocks, adaptors, couplings, polywrap, testing, removal of caps, or other materials and labor needed to construct the reclaimed waterlines, unless otherwise quantified in the bid schedule, the cost of these items will be considered included in other bid items for which they are necessary.

Additional valves, fittings, or any other improvements not specifically included in the project plans that may be needed for testing, isolating, or other reason in order to construct the reclaimed waterlines will be included in the cost for which such work is necessary and will be at no additional cost to the City.

Payment:

The accepted quantities of waterline items, measured as provided above, will be paid for at the contract unit price as indicated above, which price will be full compensation for the item, complete in place. There will be no additional payment for restrained joints, fittings, thrust blocks, adaptors, couplings, horizontal realignment, temporary paving, removal of caps, or other materials and labor needed to relocate the waterlines as shown on the Project Plans, the cost of these items will be considered included in other bid items for which they are necessary.

No payment will be made for additional valves, fittings, or any other improvements not specifically included in the Project Plans that may be needed for testing, isolating, or other reason in order to construct the waterlines as shown on the Project Plans.

Even if not specifically shown on the boring logs, the Contractor may encounter large cobbles, boulders, caliche, conglomerate, hard rock, sand, perched groundwater, historic or prehistoric cultural resources, or other differing site conditions on this project. There will be no additional compensation made for any differing site condition that may be encountered. Additional work items, such as trench boxes, laying back trenches, soil pumping mitigation, etc., associated with unforeseen soil conditions will be considered incidental to this item.

ITEM NO. 156 6 IN GATE VALVE WITH BOX AND COVER, MAG DET 391-1, TYPE C

ITEM NO. 157 GATE VALVE BOX AND COVER PER MAG DET 340 AND STAINLESS-STEEL TAPPING SLEEVE

Description:

The work under this item consists of installing gate valves, including valve box, gravel, geotextile fabric, concrete support block, excavation and backfilling for both waterline replacement applications and landscape irrigation applications at the locations designated and in accordance with the details shown on the Project Plans and in accordance with the requirements of these Technical Specifications.

Materials:

All materials will conform to City of Chandler Standards unless otherwise specified on the Project Plans or in these Technical Specifications

Construction Requirements:

All work will comply with the appropriate MAG and City Specification Sections.

Valve boxes that will be located within proposed gutters will have a debris cap per MAG Detail 392. Contractor will be responsible for making this determination. Any valve boxes installed within proposed gutters without a debris cap will be required to be fitted with a debris cap at the Contractor’s expense.

Resilient wedge gate valves will be used on all water lines, unless otherwise noted and approved through the plan review process.

Measurement:

Gate Valves will be measured on a per each basis.

Payment:

The accepted quantities of Gate Valves, measured as provided above, will be paid for at the contract unit price each, which price will be full compensation for the work complete in place, as described and specified herein and on the Project Plans.

No payment or direct payment will be made for the gravel sump, geotextile fabric, or 5-foot-long operating handles, the cost considered included in the item.

ITEM NO. 158 MAINTENANCE OF PLANT OPERATION (MOPO)

Description:

Work will include preparation of a maintenance of plant operation (MOPO) to keep waterlines functioning during construction of the new waterline throughout the project limits. The work under this item will consist of furnishing all materials, labor, equipment, and coordination required to meet the requirements of the approved MOPO.

Construction Requirements:

Contractor will prepare a MOPO that provides sufficient detail on the required sequencing to ensure the continuous operation of the existing waterlines and the numerous services that are fed from the existing waterlines along the project limits. These include individual water services, fire hydrants, pipeline feeds, and fire department connections. The Contractor is hereby advised that the long term shut downs of the existing waterline will not be permitted.

The MOPO will at the minimum include the following:

- Timing and method for each waterline tie in.
- Method of keeping existing line functioning prior to connecting water services, fire hydrants, pipeline feeds, and fire department connections to the new waterline. This may include temporary tie-ins, temporary valving, and temporary thrust restraint.
- Detailed schedule for overall installation of the waterline and abandonment of existing waterline, including the preparation of a construction sequencing plan. The schedule for the waterline construction and abandonment work will align with the sequencing plans or a revised sequencing plan approved by City Representatives.
- Timing and method of removal of temporary improvements necessary for providing continuous water service such as temporary tie-ins, temporary valving, and

temporary thrust restraint. Detail will be provided as to the material used including, but not limited to size and material of pipe and valves, size of thrust blocks, and size and manufacturer of adaptor couplings.

Contractor will submit MOPO to City Representatives for review and approval prior to starting waterline construction.

Work under this item will also include work necessary to meet the requirements of the approved MOPO including temporary tie-ins, temporary valving, insertion valves such as Inserta Valve, and temporary thrust restraint. Improvements are anticipated to include at a minimum piping, valves, thrust blocks, trenching, excavation, temporary pavement, traffic control, coordination with property owners, and coordination with City staff.

Measurement and Payment:

Maintenance of Plant Operation (MOPO) will be measured as a single complete unit of work and paid at the contract lump sum price, which price will be full compensation for the work, complete in place, including all required labor, material, and coordination required to prepare a detailed MOPO and the associated work to meet the requirements of approved MOPO. No separate measurement will be made for temporary thrust blocks, temporary valves, insertion valves such as Inserta Valve, temporary pipe installation, development of a MOPO plan, implementation of the MOPO plan, coordination, labor, and materials as required to maintain constant services to all existing water users within the projects limits.

ITEM NO. 159 CONCRETE PIPE COLLAR FOR 18 IN PIPE, MAG DET 505
ITEM NO. 160 CONCRETE PIPE COLLAR FOR 24 IN PIPE, MAG DET 505

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary to construct pipe plugs and pipe collar at all locations as specified in the Project Plans.

Materials:

Pipe plugs will conform to MAG Detail 427. Concrete Pipe Collars will conform to MAG Detail 505.

Construction Requirements:

Pipe plugs will conform to MAG Detail 427. Concrete Pipe Collars will conform to MAG Detail 505.

Measurement and Payment:

Pipe Plug and Concrete Pipe Collar will be measured as unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place.

Any temporary pavement needs will be considered included in this bid item.

ITEM NO. 161 12 IN RGRCP, CLASS IV
ITEM NO. 162 18 IN RGRCP, CLASS IV
ITEM NO. 163 24 IN RGRCP CLASS III
ITEM NO. 164 24 IN RGRCP, CLASS IV
ITEM NO. 165 24 IN RGRCP, CLASS V

Description:

The work under these items will consist of furnishing all materials, labor, and equipment necessary for installing RGRCP as specified in the Project Plans.

Materials:

RGRCP will be in conformance with MAG Uniform Standard Specifications Section 618.2 and 735.

Construction Requirements:

This work also includes the installation of prefabricated tees for the connection to existing irrigation systems. All storm drain and reinforced concrete pipe construction will be constructed in compliance with MAG Standard Specifications Section 618 in its entirety.

Comply with MAG Standard Detail 505 in its entirety.

Trench replacement will be “T-Top” per MAG Detail 200-1 and 200-2.

Measurement and Payment:

All RGRCP will be measured per linear foot of pipe and will be paid for at the contract unit price per linear foot, which price will be full compensation for the item, complete in place, including the pipe, connections to existing facilities/pipelines, removal of obstructions, excavation, bedding, backfilling, compacting, testing, temporary pavement and joint materials.

No additional payment will be made for slurry of pipe segments as determined by the City, the cost being considered incidental to this item.

Even if not specifically shown on the boring logs, the Contractor may encounter large cobbles, boulders, caliche, conglomerate, hard rock, sand, perched groundwater, historic

or prehistoric cultural resources, or other differing site conditions on this project. There will be no additional compensation made for any differing site condition that may be encountered. Additional work items, such as trench boxes, laying back trenches, soil pumping mitigation, etc., associated with unforeseen soil conditions will be considered incidental to this item.

ITEM NO. 166 STORM DRAIN MANHOLE, MAG DTL 520 & 522, CITY DET C-400

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to construct storm drain manholes at locations as specified in the Project Plans.

Materials and Construction Requirements:

Storm Drain Manholes will comply with per MAG Details 520 and 522 and City Detail C-400 in their entirety.

Measurement and Payment:

Storm Drain Manholes will be measured as unit for each and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place.

ITEM NO. 167 DRYWELL, CITY DET C-501

Description:

The work under this item will consist of furnishing all labor, materials and equipment necessary to construct drywells in locations shown on the Project Plans.

Materials:

The drywell will conform City Detail 501 in its entirety.

Construction Requirements:

Infiltration results in proximity to proposed drywell location will be taken by the drywell manufacturer and will be provided to the City Representatives and Contractor as soon as possible. The Contractor will not construct any drywell systems without direction and approval by City Representatives.

The drywells will be constructed per the Project Plans, City Detail 501, and in accordance with Engineering & Design Standards Manual, Chapter 3 – Storm Drainage System Design. All drywells must be registered with ADEQ and constructed by an ADEQ licensed

contractor. Approved registration materials and map identifying drywell locations(s) must be provided to City Representatives.

Measurement and Payment:

Drywalls will be measured as unit for each and will be made at the contract unit price each for each accepted drywell installed in place and fully operational with post-construction performance testing accepted by City Representatives.

ITEM NO. 168 BUBBLE-UP STRUCTURE, COC DET C-507

Description:

The work under this item will consist of furnishing all labor, materials and equipment necessary to construct bubble-up structures in places shown on the Project Plans.

Construction Requirements:

The bubble-up structures will be constructed per the detail in the Project Plans and City of Chandler Detail C-507.

Materials:

All concrete for the bubble-up structure construction will conform to MAG Uniform Standard Specifications section 725.

Bubble-up frame and cover will be constructed per City of Chandler Detail C-507.

Measurement:

Bubble-up Structure will be measured as a unit for each structure furnished and installed.

Payment:

Payment will be made at the contract unit price for each accepted Bubble-up Structure installed in place and fully operational with post-construction performance testing accepted by City Representatives.

ITEM NO. 169 IRRIGATION JUNCTION BOX, PER DETAIL SHEET PI01

Description:

The work under this item will consist of furnishing all materials, labor and equipment

necessary for installing irrigation junction boxes at locations and to dimensions shown on the Project Plans.

Construction Requirements:

Junction Boxes shall be constructed in compliance with the detail on sheet PI01 of the Project Plans, and all referenced specifications therein in their entirety. The junction box shall be monolithic cast-in-place concrete with 8” thick walls.

Measurement and Payment:

Irrigation Junction Box will be measured as a unit for each junction box and will be paid for at the contract unit price per each unit, which price shall be full compensation for the item, complete in place. Compensation shall include furnishing and installing the junction boxes, materials, removal of obstructions, excavation, bedding, backfilling, compacting and joint materials.

ITEM NO. 170 IRRIGATION CONTROL GATE, 24 IN WATERMAN C-10

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing irrigation control gates at locations and to dimensions shown on the Project Plans.

Construction Requirements:

Irrigation gates shall be constructed in compliance with the manufacturer’s requirements, and all referenced specifications therein in their entirety,

Measurement and Payment:

Irrigation Control Gate will be measured as a unit for each gate and will be paid for at the contract unit price per each unit, which price shall be full compensation for the item, complete in place. Compensation shall include furnishing and installing the irrigation control gate, materials, removal of obstructions, excavation, bedding, backfilling,

compacting and joint materials.

ITEM NO. 171 ALLOWANCE: ROADWAY AND CONCRETE FLATWORK

Description:

The purpose of this allowance is to provide a funding source for any additional roadway and concrete flatwork work as approved by City Representatives. The Contractor will be reimbursed for the associated costs of additional roadway work and concrete flatwork.

Any costs, fees, or charges necessary to open asphalt batch plant during off hours (i.e. weekend or week night) will be reimbursed from this allowance.

Contract reimbursement from this allowance (in whole or in part) is not ensured. Contractor will not anticipate, nor plan, for the amount from this allowance to be included in the total contract amount as part of this project.

Construction Requirements:

Additional roadway and concrete flatwork work will be completed as approved and directed by City Representatives.

Measurement and Payment:

Payment for Allowance: Roadway and Concrete Flatwork will be made on an incremental basis in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

ITEM NO. 172 ALLOWANCE: LANDSCAPING

Description:

The purpose of the allowance is to create a funding source for any additional landscaping work as approved by City Representatives. The Contractor will be reimbursed for the associated costs of additional landscaping work.

Contract reimbursement from this allowance (in whole or in part) is not ensured.

Contractor will not anticipate, nor plan, for the amount from this allowance to be included in the total contract amount as part of this project.

Construction Requirements:

Additional landscaping work will be completed as approved and directed by City Representatives.

Measurement and Payment:

Payment for Allowance: Landscaping will be made on an incremental basis in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

ITEM NO. 173 ALLOWANCE: TRAFFIC SIGNAL AND COMMUNICATIONS FACILITIES

Description:

The purpose of this allowance is to provide a funding source for any additional traffic signal and communication facilities work as approved by City Representatives. The Contractor will be reimbursed for the associated costs of additional traffic signal and communications facilities work.

Contract reimbursement from this allowance (in whole or in part) is not ensured. Contractor will not anticipate, nor plan, for the amount from this allowance to be included in the total contract amount as part of this project.

Construction Requirements:

Additional traffic signal and communications facilities work will be completed as approved and directed by City Representatives.

Measurement and Payment:

Payment for Allowance: Traffic Signal and Communications Facilities will be made on an incremental basis from allowance in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

ITEM NO. 174 ALLOWANCE: SRP ELECTRICAL

Description:

The purpose of this allowance is to provide a funding source for coordination and paying all necessary fees for permit and hook up to SRP to install a complete functioning electrical service to power the irrigation controllers and streetlighting. This item will include providing all permits, connection fees, foundations, junction boxes, conduit risers, conduit sweeps, coordination, and required protection when working near overhead lines required by SRP to provide the electrical connection from the SRP transformer to the proposed service meter pedestal.

Construction Requirements:

All work will conform to the requirements of SRP. The Contractor will contact the SRP to coordinate power service and construction requirements.

The Contractor will secure the necessary utility company permits, pay the related fee(s) for said permit including utility company connection fees, and coordinate the installation of the required power services.

The meter will be energized and have the account established in the name of the City of Chandler.

Measurement and Payment:

Payment for Allowance: SRP Electrical will be made on an incremental basis in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

ITEM NO. 175 ALLOWANCE: FURNISH AND INSTALL TEMPORARY FENCING

Description:

The purpose of this allowance is to provide a funding source for furnishing and installing any temporary fencing and gates as approved by City Representatives. The Contractor will be reimbursed for the associated costs of furnishing and installing temporary fencing and gates.

Contract reimbursement from this allowance (in whole or in part) is not ensured. Contractor will not anticipate, nor plan, for the amount from this allowance to be included in the total contract amount as part of this project.

Construction Requirements:

See items Fence (Replace In Kind), Remove and Reconstruct Fence, Chain Link Fence Gate, 24' Double Swing, MAG DET 160, and Fence Gate (Size Per Plans) of these technical specifications and comply with MAG Uniform Standard Specifications Section 420 in its entirety, including all City of Chandler supplements except as modified herein, for construction requirements.

Measurement and Payment:

Payment for Allowance: Furnish and Install Temporary Fencing will be made on an incremental basis from allowance in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

ITEM NO. 176 ALLOWANCE: WET UTILITIES

Description:

The purpose of the allowance is to create a funding source for any additional wet utility (water, sanitary sewer, reclaimed water) work as approved by City Representatives. The Contractor will be reimbursed for the associated costs of additional wet utility work.

Contract reimbursement from this allowance (in whole or in part) is not ensured.

Contractor will not anticipate, nor plan, for the amount from this allowance to be included in the total contract amount as part of this project.

Construction Requirements:

Additional wet utility work will be completed as approved and directed by City Representatives.

Measurement and Payment:

Payment for Allowance: Wet Utilities will be made on an incremental basis from allowance in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

ITEM NO. 177 ALLOWANCE: DRY UTILITIES

Description:

The purpose of the allowance is to create a funding source for any additional dry utility work as approved by City Representatives. The Contractor will be reimbursed for the associated costs of additional dry utility work.

Contract reimbursement from this allowance (in whole or in part) is not ensured.

Contractor will not anticipate, nor plan, for the amount from this allowance to be included in the total contract amount as part of this project.

Construction Requirements:

Additional dry utility work will be completed as approved and directed by City Representatives.

Measurement and Payment:

Payment for Allowance: Dry Utilities will be made on an incremental basis from allowance in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

ITEM NO. 178 ALLOWANCE: STORM DRAINAGE

Description:

The purpose of the allowance is to create a funding source for any additional storm drain work as approved by City Representatives. The Contractor will be reimbursed for the associated costs of additional storm drain work.

Contract reimbursement from this allowance (in whole or in part) is not ensured.

Contractor will not anticipate, nor plan, for the amount from this allowance to be included in the total contract amount as part of this project.

Construction Requirements:

Additional storm drain work will be completed as approved and directed by City Representatives.

Measurement and Payment:

Payment for Allowance: Storm Drain will be made on an incremental basis from allowance in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

ITEM NO. 179 ALLOWANCE: REMOVALS

Description:

The purpose of the allowance is to create a funding source for any additional removal work as approved by City Representatives. The Contractor will be reimbursed for the associated costs of additional roadway work.

Contract reimbursement from this allowance (in whole or in part) is not ensured.

Contractor will not anticipate, nor plan, for the amount from this allowance to be included in the total contract amount as part of this project.

Construction Requirements:

Additional removal work will be completed as approved and directed by City Representatives.

Measurement and Payment:

Payment for Allowance: Removals will be made on an incremental basis from allowance in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

ITEM NO. 180 ALLOWANCE: RWCD & PRIVATE IRRIGATION

Description:

The purpose of the allowance is to create a funding source for any additional RWCD and private irrigation work as approved by City Representatives. The Contractor will be reimbursed for the associated costs of additional RWCD and private irrigation work.

Contract reimbursement from this allowance (in whole or in part) is not ensured.

Contractor will not anticipate, nor plan, for the amount from this allowance to be included in the total contract amount as part of this project.

Construction Requirements:

Additional RWCD and private irrigation work will be completed as approved and directed by City Representatives.

Measurement and Payment:

Payment for Allowance: RWCD and Private Irrigation will be made on an incremental basis from allowance in accordance with the requirements of City of Chandler General Conditions Section 9.

No payment in excess of 100% of the contract lump sum price will be made, unless authorized by City Representatives as a result of extra work authorized in accordance with City of Chandler General Conditions Section 9.

SOILS INFORMATION

The material boring logs shown in the Geotechnical Report are provided in Appendix D. It is not intended to imply that the character of materials shown in the logs is representative throughout the project. The soil borings are indicative of the soil characteristics only at the locations and to the depths of each of the borings**.**
Even if not specifically shown on the boring logs, the Contractor may encounter large cobbles, boulders, caliche, conglomerate, hard rock, sand, perched groundwater, historic or prehistoric cultural resources, or other differing site conditions on this project. There will be no additional compensation made for any differing site condition that may be encountered. It is the Contractor's responsibility to include the cost of any additional work items, such as trench boxes, laying back trenches, soil pumping mitigation, etc., associated with unforeseen soil conditions in all contract bid items requiring earthwork and will be considered incidental.

ENVIRONMENTAL MITIGATION MEASURES

Full Environmental Report available upon request.

The Contractor will comply with the following environmental mitigation measures. The cost of complying with the environmental mitigation measures will be considered incidental to other project bid, including, but not limited to burrowing owls and other migratory birds. Note that references to Engineer in the below mitigation measures implies City Representatives.

The project mitigation measures are not subject to change without written approval

from the Federal Highway Administration.

Contractor Responsibilities:

1. If clearing, grubbing, or tree/limb removal will occur between March 1 and August 31, the contractor shall employ a qualified biologist to conduct a migratory bird nest search of all vegetation within the 10 (ten) days prior to removal. Vegetation may be removed if it has been surveyed and no active bird nests are present. If active nests cannot be avoided, the contractor shall notify the Engineer to evaluate the situation. During the non-breeding season (September 1 – February 28), vegetation removal is not subject to this restriction.

2. Prior to construction, all personnel who will be on-site, including, but not limited to, contractors, contractors' employees, supervisors, inspectors, and subcontractors shall review the attached Arizona Department of Transportation Environmental Planning "Western Burrowing Owl Awareness" flyer. See Appendix E.

3. If any burrowing owls or active burrows are identified the contractor shall notify the Engineer immediately. No construction activities shall take place within 100 feet of any active burrow.

4. If the Engineer in cooperation with the Environmental Planning Biologist determines that burrowing owls cannot be avoided, the contractor shall employ a qualified biologist holding a permit from the US Fish & Wildlife Service to relocate burrowing owls from the project area, as appropriate.

5. To prevent the introduction of invasive species seeds, all earthmoving and hauling equipment shall be washed prior to entering the construction site and the contractor shall inspect all construction equipment and remove all attached debris, including plant parts, soil and mud, prior to the equipment entering the construction site.

6. To prevent invasive species seeds from leaving the site, the contractor shall inspect all construction and hauling equipment and remove all debris, including plant parts, soil and mud, prior to leaving the construction site.

7. The contractor shall develop a Noxious and Invasive Plant Species Treatment and Control Plan in accordance with the requirements in the contract documents. Plants to be controlled shall include those listed in the State and Federal Noxious Weed and the State Invasive Species list in accordance with State and Federal Laws and Executive Orders. The plan and associated treatments shall include all areas within the project right of way and easements as shown on the project plans. The treatment and control plan shall be submitted to the Engineer for the City of Chandler Landscape Architect for review and approval prior to implementation by the contractor.

8. Prior to the start of ground-disturbing activities and throughout the duration of construction and any landscape establishment period, the contractor shall arrange for and perform the control of noxious and invasive species in the project area.

9. The contractor shall notify their employees prior to impact/disturbance where respirable crystalline silica dust may be created with regards to the US Department of Labor Occupation Safety and Health Administration Construction Standard (29 CFR 1926.1153). As part of this notification the OSHA Fact Sheets are provided in reference to this ruling: English: https://www.osha.gov/Publications/OSHA3681.pdf, and Spanish: https://www.osha.gov/OshDoc/data_General_Facts/crystalline-spanish.pdf must be made available to the area supervisor and reviewed with potentially affected employees, prior to work that could expose workers to respirable crystalline silica dust.

PERMITS

The Contractor will comply with the requirements of MAG Standard Specifications Sections 107.2 except as modified herein.

The Contractor will obtain all permit(s) required to construct the project, including but not limited to:

City Water Meter Permit

The Contractor will obtain City permit(s) required for fire hydrant water trucks (Contractor submits and pays for this permit, no separate payment will be made for this permit; the cost being considered as included in the price of other contract items) and new landscape water meters (City pays for the permit but Contractor must sign and pick up the permit).

City Encroachment, Civil and Building Permits

The Contractor will obtain City permit(s) required for encroachment, civil and structures. The City pays for the permits but Contractor must sign and pick up the permit.

City Administrative Use Permits

The Contractor will pay and obtain City permit(s) required for construction trailer and temporary facilities. No separate payment will be made for this permit, the cost being considered as included in the price of other contract items.

Maricopa County Permits

The Contractor will pay and obtain Maricopa County permit(s) required for traffic control within their jurisdiction. No separate payment will be made for this permit, the cost being

considered as included in the price of other contract items.

Air Quality Permit

The Contractor will obtain a Maricopa County Air Quality Permit for this project. The Contractor will be required to prepare a comprehensive fugitive dust control plan, in accordance with the guidelines established in Rule 310 of Maricopa County Regulation III, Control of Air Contaminants. The Contractor will complete and submit the control plan with the permit application and obtain approval from the County prior to any activities which may produce dust pollutants.

No separate payment will be made for the preparation, implementation of the fugitive dust control plan, or permit fees, the costs being considered as included in the price of contract items.

Erosion Control Permit

The Contractor will submit the Arizona Pollutant Discharge Elimination System Notice of Intent (NOI) and the Notice of Termination (NOT) to the Arizona Department of Environmental Quality. The Contractor and the City Representatives will jointly review the Stormwater Pollution Prevention Plan (SWPPP) prior to submission of the NOI and prior to the start of work. The SWPPP will be maintained throughout the duration of the project in accordance with the APDES requirements and a current version will be available at all times at the project site.

No separate payment will be made for the preparation, implementation of the SWPPP, or permit fees, the costs being considered as included in the price of contract items.

RWCD Permit

The Contractor will obtain a Notice to Proceed permit to perform work that is within an RWCD right-of-way or easement. The Contractor will submit plans and any other required information to RWCD to obtain approval to proceed with work within their right-of-way or easement. Contractor will be responsible to pay required Crossing Permit Fees, dry-up fees, and provide a cash or bond deposit, if necessary. No separate payment will be made for the preparation, implementation and fees associated with the RWCD permit, the costs being considered as included in the price of contract items.

Salt River Project (SRP) Construction License

This project requires the Contractor to remove existing SRP facilities in some locations and install new SRP facilities in other locations. As such, SRP requires the Contractor obtain a Construction License for a nominal fee. No separate payment will be made for the preparation of the construction license or license fees, the costs being considered as included in the price of contract items.

COOPERATION WITH UTILITIES

The Contractor shall comply with the requirements of MAG Standard Specifications Sections 105.6 and ADOT Standard Specifications Section 107.15 except as modified herein.

The locations of existing underground utilities have been shown on the Project Plans to the best of the Design Engineer's knowledge and information provided by each utility company; however, it shall be the Contractor's responsibility to notify Blue Stake at 602-263-1100 (1-800-STAKE-IT), field verify all utility locations and to coordinate in a timely manner with pertinent utility companies so that any obstructing utility installation may be adjusted without delay to the Contractor's project schedule.

For new utilities (water, sanitary sewer, power, signal, fiber optic, electrical, drainage, etc.) that are installed as part of this contract, the Contractor shall act as the interim locator of the new utility until As-Builts are completed by the Contractor and Final Acceptance for the project is granted by the City of Chandler. The Contractor shall be responsible for locating all underground existing facilities by vacuum exploration (potholing) to determine depth, alignment, and clearance in a timely manner; the cost for potholing new or existing utilities shall be included in the cost for other items of work.

Coordination with the pertinent utility companies has been a part of the development of this project. Construction activities shall be coordinated and scheduled to incorporate the following applicable utility construction activities:

- Lumen Facility Relocations
- SRP Power 12kV Facility Relocations

The following telephone numbers should put the Contractor in contact with the proper personnel for coordination:

UTILITY COMPANY	CONTACT	PHONE
Lumen	Jason Jensen	801-735-2464
Cox	Nancy Manns	623-328-3884
Roosevelt Water Conservation District	Tabatha Langland	480-988-9586
Southwest Gas	Gene Florez	480-730-3841
Salt River Project	Christy Baltras	602-236-3117
Town of Gilbert	Tom Condit	480-503-6815
City of Chandler – Fiber	Gilbert Bracamonte	480-782-3310
City of Chandler – Traffic Signals	Dana Alvidrez	480-782-3470
City of Chandler – Municipal Utilities Department	Gina Ishida-Raybourn	480-782-3584

Regardless of the means and methods utilized during the construction of the work, the Contractor shall protect all existing utilities during construction. Any damages to the existing utilities resulting from the scope of work, shall be the repaired and paid for by the Contractor. The Contractor shall follow all Blue stake and state laws regarding the protection of utilities during construction.

It shall be the Contractor's responsibility to determine the exact location of the utilities prior to any construction operations and to notify the above-mentioned utility companies at least two working days prior to commencing any work on the project.

The following utility companies have facilities needing adjustment prior to construction:

Lumen
Lumen has multiple facilities that are in conflict within the project limits. Lumen has existing facilities that are located along the southside of Chandler Heights Road throughout the project limits.

Lumen has existing overhead facilities underbuilt with SRP distribution on the south side of Chandler Heights Rd from STA 295+00 to STA 324+00. The Lumen overhead facility and the existing pedestals at the base of the existing overhead poles will be relocated underground by Lumen forces prior to construction.

Lumen has an existing vault on the south side of Chandler Heights Rd at STA 245+00 that will be relocated for construction of the proposed sidewalk ramp on the southwest corner of Chandler Heights Rd and Desert Jewel Blvd. The existing vault will be relocated outside of the proposed sidewalk ramp by Lumen forces prior to construction.

Lumen owned manholes that will require adjustments are to be completed by the Contractor as shown in the project plans. Lumen manhole adjustments will be completed during the City's planned roadway construction. The Contractor shall coordinate with Lumen for scheduling of work and access to the manholes.

The following utility companies have facilities needing adjustment during construction:

Salt River Project – Power
SRP – Power Distribution has existing facilities that are in conflict with the proposed improvements at multiple locations within the project limits. Conflicts include existing overhead distribution facilities located along the southside of Chandler Heights Road from approximately STA 295+00 to STA 324+00.

SRP job number T3129119
This job will remove the existing overhead power line located along the southside of Chandler Heights Road. SRP forces will complete the removal of the overhead poles and wires once the proposed underground system has been energized.

SRP job number T3129125
This job will underground the existing overhead power line located along the southside of Chandler Heights Road from approximately STA 295+00 to STA 324+00. The Contractor will be responsible for all trenching, conduit, streetlight pull boxes, ground rods, sweeps, etc. as part of the underground conversion and street lighting project. SRP will install the wire within the conduits and energize the streetlights. SRP will need a minimum of 30 days to pull wire, install equipment, energize, and remove equipment for the street lighting.

SRP job number T3129130
This job will install 2 new lights along the north side of Chandler Heights Road, west of Lindsay Road. The Contractor will be responsible for all trenching, conduit, streetlight pull boxes, ground rods, sweeps, etc. as part of the underground conversion and street lighting project. SRP will install the wire within the conduits and energize the streetlights. SRP will need a minimum of 30 days to pull wire, install equipment, energize, and remove equipment for the street lighting.

Any damage to existing, new or partially completed SRP facilities, including survey markers and staking, by the Contractor's forces or equipment will be the responsibility of the Contractor. No excavation shall take place without Blue Stake.

The Contractor will be required to stake final grades for new work to be performed by SRP such as: trench line, pad mounted equipment, pole location, etc. Horizontal and vertical controls must be established by the contractor in the immediate vicinity of the work for all grades and survey ties.

Any streetlights that are to be disconnected for removal and/or construction purposes require a disconnect letter from the City, and the Contractor shall give a minimum of 5 working days' notice for disconnect and/or reconnect.

If the streetlights are to be removed, SRP will only remove its cable from any conduit to the point of delivery and abandon the conduit and any direct buried cable. The Contractor should confirm ownership of the lights before any removal and disposal. The Contractor will be responsible for the cost of each disconnect or reconnect. Streetlights and interconnections are not the property of SRP.

A DISCONNECT IS ONLY THE REMOVAL OF THE METER. If total removal of electrical equipment is required, a written request to remove or abandon equipment is required from the Contractor and the City. Any removal fees for SRP, if not previously paid for by the City, will be paid by the Contractor and reimbursed to the contractor by the City if prompt

payment by the Contractor will expedite the removal.

An SRP inspector must inspect any construction performed by the Contractor for and on behalf of SRP. Any conduit installation or other work that is performed by the Contractor for and on behalf of SRP including street light conduits that is covered or closed before being inspected by SRP will be exposed for inspection at the Contractor's expense. A pre-activity meeting with SRP shall take place prior to the start of work. Pre-scheduling of inspection may be available after construction starts. The present phone number for scheduling inspection is (602) 236-0436. This number may change at the discretion of SRP.

The project has a network of underground power lines. All work at or in close proximity to said lines shall be performed in accordance with all Federal, State, and local laws and regulations, including but not limited to:

A. Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21, .22, .24, -.26 and .28).
B. Arizona law regarding "High Voltage Power Lines and Safety Restrictions" I (A.R.S. 40-360.41 -.45).
C. The Occupational Safety and Health Administration.
D. The National Electric Safety Code.

City of Chandler
Municipal Utilities Department

Water:
The City of Chandler Municipal Utilities has an existing 16 in DIP waterline that that located along the south side of Chandler Heights Road throughout the project limits and will be protected in place, except for the following improvements:

- Adjustments of existing waterline valves will be completed by the Contractor at the locations shown on the Project Plans.

Sewer:
The City of Chandler Municipal Utilities has existing sewer that is located along Chandler Heights Road throughout the project limits and will be protected in place, except for the following improvements:

- Adjustments of existing sewer manholes will be completed by the Contractor at the locations shown on the Project Plans.

Reclaimed Water:
The City of Chandler Municipal Utilities has an existing reclaimed waterline that is located along Chandler Heights Road throughout the project limits and will be protected in place, except for the following improvements:

- Adjustments of existing reclaimed waterline valves will be completed by the Contractor at the locations shown on the Project Plans.

Town of Gilbert
The Town of Gilbert has an existing 12" PVC waterline along Chandler Heights Road from 148th Street to Val Vista Drive. Existing waterline stubs will be extended from the existing line per the project plans.

All improvements to the Town of Gilbert existing 12" PVC waterline shall conform to Town of Gilbert standards as shown on the project plans.

The following utility companies have facilities in the area, but are not anticipated to be in conflict:

Cox Communications
Cox has existing underground facilities on the north and south side of Chandler Heights Road. There are no conflicts anticipated with the Cox facilities.

Roosevelt Water Conservation District (RWCD)
RWCD has an existing lateral on the north side of Chandler Heights Road from Gilbert Road to Val Vista Drive. There are existing manholes and delivery structures on this lateral that shall be protected in place. The segment of existing open ditch lateral located from White Place to the west side of the Chandler Pathways development (STA 259+25 and STA 266+50) will be relocated to a pipe lateral prior to the construction of this project by the Old Stone Ranch development project. There are no conflicts anticipated with the RWCD facilities.

Southwest Gas
Southwest Gas has an existing 4" gas line along Chandler Heights Road from Gilbert Road to Mustang Drive. Southwest Gas also has an existing 4" gas line along the south side of Chandler Heights Road from Lindsay Road to 146th Street. The existing Southwest Gas facilities will be protected in place. There are no conflicts anticipated with Southwest Gas facilities.

COOPERATION BETWEEN CONTRACTORS AND OTHER AGENCY PROJECTS

Contractor will conform to the requirements of MAG Section 105.7 except as modified herein.

The Contractor is advised that there will be construction activity by others adjacent to the project site. The Contractor will coordinate the work to accommodate the construction activities.

The Contractor will contact the City of Chandler, Town of Gilbert, Chandler Municipal

Airport, Federal Aviation Administration (FAA), RWCD, SRP, Chandler Public School District, Gilbert Public School District, ADOT, Maricopa County Department of Transportation (MCDOT) Flood Control District of Maricopa County (FCDMC), and adjacent private development contractors to verify other nearby projects in the vicinity of this project. Projects include but are not limited to:

- Chandler Heights Road Improvements (City Project Number ST1616.401)
- Lindsay Road Improvements (City Project Number ST2001.201)

The Contractor is advised to schedule and coordinate all work activities and regional transit so as not to adversely conflict with this work. This includes coordinating with schools regarding the relocation of school bus stops during construction. The Contractor will be expected to attend any monthly coordination meetings set up by other agencies or other prime contractors working on adjacent projects to discuss coordination.

NOTIFICATION TO PROPERTY OWNERS

The Contractor will provide advance notice (at least 30 days) to residential and local business property owners along Chandler Heights Road when constructing improvements adjacent to their property that may require action by a property owner to remove, relocate, etc. existing features that impede construction by the Contractor.

No separate payment will be made for providing advance notice, the costs being considered as included in the price of other contract items. Any claims resulting due to delay in providing sufficient notice by the Contractor will not be approved.

TRAFFIC CONTROL

Access Requirements for Pedestrians:

The Contractor will maintain ADA accessible passable walkway along Chandler Heights Road and Lindsay Road at all times during construction.

Traffic-Related Work Restrictions:

No lane restrictions or intersection closures will be allowed during special events or holiday times as determined by the City.

No trenches will be left open overnight in areas that are not fenced in to prohibit access to vehicles and pedestrians. All trenches within the roadway will be plated or backfilled and paved prior to allowing vehicles to travel on the section of roadway.

Traffic Signal Requirements:

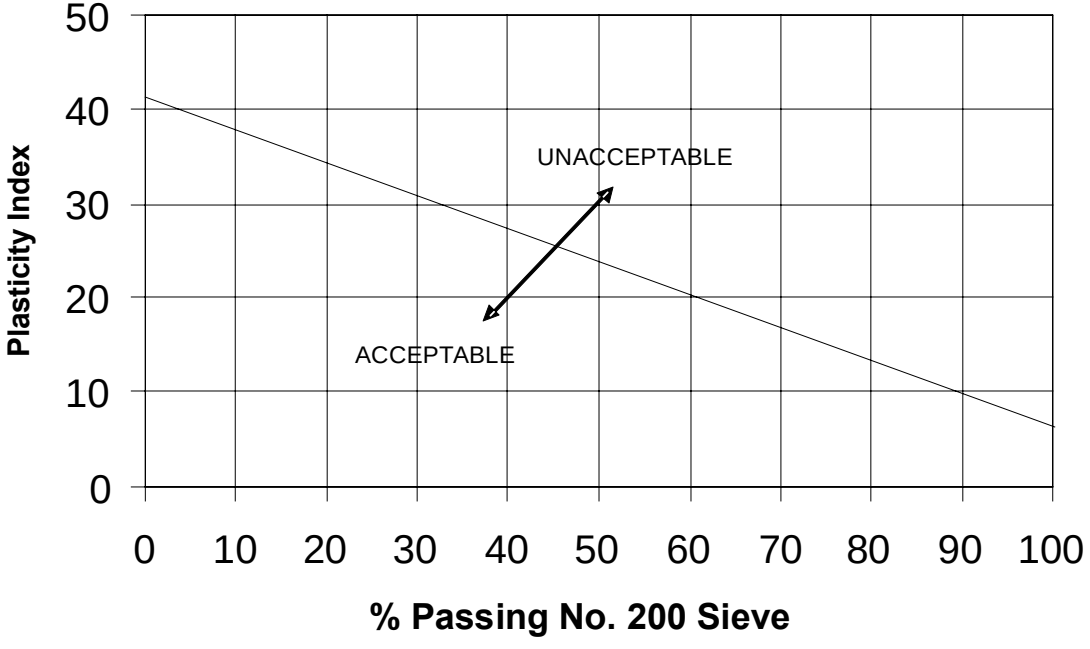
The existing traffic signal at the intersection of Chandler Heights Road and Lindsay Road will remain operational until the new traffic signal infrastructure has been constructed and ready for switch over. The traffic signal switch over does not have to be completed at one time and can be completed in phases as the new traffic signal construction is completed.

Portable temporary signal equipment will not be used under any circumstances.

APPENDIX A

Subgrade Acceptance Chart

SUBGRADE ACCEPTANCE CHART



Design R-Value = 20

Construction Control R-Value = 20

APPENDIX B

City of Chandler Request for Public Records

Chandler • Arizona
Where Values Make The Difference

Request for Public Records

Name	E-mail	Date
Agency/Company Name	Telephone No.	Fax No.
Street Address	City, State	Zip Code

Describe the record(s) you are requesting. Please include all pertinent information such as address, permit number, zoning case number, date, etc

☐ Permit □ View □ Copy	
☐ Certificate of Occupancy □ View □ Copy	
☐ Residential Plot Plan □ View □ Copy	
☐ Building Plans □ View □ Copy	
☐ Other □ View □ Copy	

Please indicate whether you will use the records for a non-commercial or a commercial purpose.

☐ **Non-Commercial**

I declare that I have read and understood the Public Records Request Policy and General Information sheet regarding requests for public records from the Planning and Development Department. The records that I am requesting are ***not*** for a commercial purpose as defined by Arizona Revised Statues §39-121.03(D). These records are for my use; I will not sell them to another person. I understand the City of Chandler does not guarantee the accuracy or completeness of these records and declare the City of Chandler, its officers and employees free from any and all damages, lawsuits, causes of action and liabilities that may result from my reliance upon and use of the above described information.

Print Name: _____ **Signature:** _____ **Date:** _____

☐ **Commercial – please complete the form for commercial use of public records.**

For Records Office Use	
Cost of Reproduction: copies @ $ per copy. Postage charge (if any): $	Total: $
Completed by:	Date:
Comments:	

Mailing Address:
P.O. Box 4008, MS 401
Chandler, Arizona 85244-4008

Transportation and Development Department
Records Management Section
215 E. Buffalo St., Chandler Arizona

Telephone: (480) 782-3000
Fax: (480) 782-3055
www.chandleraz.gov
Form No: UDM-39/Planning
Rev: 7-30-14

Chandler • Arizona
Where Values Make The Difference

Public Records Request
Policy and General Information

Policy

It is the policy of the Planning and Development Department to comply with all City, State of Arizona, and Federal laws and regulations regarding the release of public records. Public records in the custody of the Planning and Development Department are open to inspection by any person at all times during regualar office hours (8:00 a.m. to 5:00 p.m. Monday-Friday). However, please be aware that the City may deny inspection of certain records if they are made confidential by State or Federal law, or involve the privacy interests of persons, or if disclosure would be detrimental to the best interests of the City

Requests for Public Records for a Non-Commercial Purpose

Please submit requests for inspection or copies of public records in writing, with adequate and detailed information. The City is not responsible for creating new documents or generating reports in response to non-specific requests.

Requests for copies of public records for a non-commercial purpose will be processed within 10 working days, unless the request is for an unusually large number of records. The City will charge a reasonable fee to cover reproduction expenses. Checks should be made payable to the City of Chandler.

Requests for Public Records for a Commercial Purpose

Requests for public records to be used for commercial purpose must be accompanied by a statement of that purpose, with a notary affidavit. These requests will be sent to the appropriate Division Manager's office for verification and authorization; please allow extra time for processing. The Arizona Revised Statues §39-121.03(D) defines a commercial purpose as:

- Sale or resale.
- Producing a document containing all or part of the copy, printout or photograph for sale.
- Obtaining names and addresses from public records for the purpose of solicitation or the sale of names and addresses to another for the purpose of solicitation.
- Any purpose in which the purchaser can reasonably anticipate the receipt of monetary gain from the direct or indirect use of the public record.

It is a violation of the public record law to:

- Obtain a public record for a non-commercial purpose and use it for a commercial purpose.
- Obtain a public record for a commercial purpose and use it for a different commercial purpose.

APPENDIX C

ESRI GPS Data Dictionary

DATA DICTIONARY

FOR

WATER, SEWER, RECLAIM & STORM

DATA DICTIONARY:

WATER

FeatureClassName FITTING_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WS_SPATIALSOURCE_STD	GPS
MATERIAL	String	20	MATERIAL	WS_MATERIAL	null
DIAMETER1	String	8	DIAMETER1	null	null
DIAMETER2	String	8	DIAMETER2	null	null
TYPE	String	30	TYPE	WS_FITTING_TYPE	null
BEND	String	20	BEND	WS_FITTING_BEND	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null
GPS_DATE	Date	8	GPS_DATE	null	null

FeatureClassName SYSTEM_VALVE_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATURE OWNER	WS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLE STATUS	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIAL SOURCE	WS_SPATIALSOURCE	GPS
DIAMETER	String	8	Diameter	WS_SYSVAL_DIAM	null
TYPE	String	25	TYPE	WS_SYSVAL_TYPE	null
VALVETYPE	String	10	VALVE TYPE	WS_SYSVAL_VALVETYPE	null
FUNCTION	String	25	FUNCTION	WS_SYSVAL_FUNCTION	null
GROUNDTYPE	String	25	GROUNDTYPE	WS_SYSVAL_GROUNDTYPE	null
WO_CAT_CODE	String	10	WO CAT CODE	null	1310A06
WO_CAT	String	25	WO CAT	null	System Valves
WATERTYPE	String	25	WATERTYPE	null	POTABLE
GPS_DATE	Date	8	GPS DATE	null	null
GPS_COMMENT	String	30	GPS COMMENT	null	null

FeatureClassName HYDRANT_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
HYDRANT_ID	String	25	HYDRANT_ID	null	HYD-VERIFY
FEATUREOWNER	String	25	Feature Owner	WS.FEATUREOWNER	null
LIFECYCLESTATUS	String	25	Lifecycle Status	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	25	Spatial Source	WS_SPATIALSOURCE_STD	GPS
BARRELDIAMETER	Double	8	Barrel Diameter	null	6
LARGENOZZLEDIAMETER	Double	8	Large Nozzle Diameter	null	4.5
SMALLNOZZLEDIAMETER	Double	8	Small Nozzle Diameter	null	2.5
OUTLETCONFIGURATION	Double	8	Outlet Configuration	null	3
SEATDIAMETER	Double	8	Seat Diameter	null	6
MANUFACTURER	String	25	Manufacturer	WS_HYD_MANUFACTURER	null
YEARMANUFACTURED	String	25	Manufacture Year	null	null
COLOR	String	25	Color	WS_HYD_COLOR	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	50	GPS_COMMENT	null	null

FeatureClassName WATER_MANHOLE_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WS_SPATIALSOURCE_STD	GPS
SUBTYPE	String	25	SUBTYPE	WS_SUBTYPE	null
ACCESSDIAMETER	String	8	ACCESSDIAMETER	WS_ACCESSDIAMETER	32
GROUNDTYPE	String	20	GROUNDTYPE	WS_GROUNDTYPE	null
COVERMATERIAL	String	10	COVERMATERIAL	WS_COVERMATERIAL	null
COVERTYPE	String	8	COVERTYPE	WS_COVERTYPE	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName WATER_VAULT_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
SUBTYPE	String	20	SUBTYPE	null	null
FEATUREOWNER	String	20	FEATUREOWNER	WS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WS_SPATIALSOURCE_STD	GPS
SUB_TYPE	String	20	SUB_TYPE	WS_VAULT_SUB_TYPE	null
ADDRESS	String	50	ADDRESS	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	50	GPS_COMMENT	null	null

Domain: **WS_FEATUREOWNER**

Description: TYPE OF SERVICE

Code	Name
COC	Chandler
GRIC	Gila River Indian Community
COG	Gilbert
GOULD	Gould
INTEL	Intel
COUNTY	Maricopa County
COM	Mesa
MICROCHIP	Microchip
MOTOROLA	Motorola
COP	Phoenix
PRIVATE	Private
SRP	SRP
SRVWUA	SRVWUA
COT	Tempe
UNKNOWN	UNKNOWN

Domain: **WS_SPATIALSOURCE_STD**

Description: SPATIAL SOURCE

Code	Name
GPS	GPS

Domain: **WS_FITTING_TYPE**

Description: FITTING TYPE

Code	Name
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING

CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
OTHER	OTHER
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE

Domain: **WS_FITTING_BEND**

Description: FITTING BEND

Code	Name
HORIZONTAL	HORIZONTAL
NONE	NONE
VERTICAL	VERTICAL

Domain: **WS_LIFECYCLESTATUS**

Description: SYSTEM VALVE LIFECYCLE STATUS

Code	Name
ABANDONED	ABANDONED
ACTIVE	ACTIVE
FUTURE	FUTURE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN

Domain: **WS_SYSVAL_DIAM**

Description: SYSTEM VALVE DIAMETER

Code	Name
2	2
3	3

4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48

Domain: **WS_SYSVAL_TYPE**

Description: SYSTEM TYPE

Code	Name
ARV	ARV
BLOWOFF	BLOWOFF
STANDARD	STANDARD

Domain: **WS_SYSVAL_VALVETYPE**

Description: SYSTEM VALVE TYPE

Code	Name
BALL	BALL
BUTTERFLY	BUTTERFLY
GATE	GATE
INSERTA	INSERTA
PIV	PIV
PLUG	PLUG
UNKNOWN	UNKNOWN

Domain: **WS_SYSVAL_FUNCTION**

Description: SYSTEM VALVE FUNCTION

Code	Name

ARV	ARV
BACKFLOW	BACKFLOW
BYPASS	BYPASS
FDC	FDC
FIRELINE	FIRELINE
HYDRANT	HYDRANT
INLINE	INLINE
PUMPOUT	PUMPOUT
PUMPSTATION	PUMPSTATION
SERVICE	SERVICE
STUBOUT	STUBOUT
UNKNOWN	UNKNOWN
VAULT	VAULT
WPF	WPF
ZONE_SPLIT_VALVES	ZONE_SPLIT_VALVES

Domain: **WS_SYSVAL_GROUNDTYPE**

Description: SYSTEM VALVE FUNCTION

Code	Name
ASPHALT	ASPHALT
CONCRETE	CONCRETE
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN

Domain: **WS_HYD_MANUFACTURER**

Description: HYDRANT MANUFACTURER

Code	Name
AMERICANDARLING	AMERICANDARLING
AVK	AVK
CLOW	CLOW
DRESSER	DRESSER
GREENBERG	GREENBERG
KENNEDY	KENNEDY
MUELLER	MUELLER
PACIFIC	PACIFIC
UNKNOWN	UNKNOWN

WATEROUS	WATEROUS

Domain: **WS_MATERIAL**

Description: MATERIAL

Code	Name
ABS	ABS
ACP	ACP
BRASS	BRASS
CIP	CIP
DIP	DIP
PCPP	PCPP
PE	PE
PVC	PVC
RCP	RCP
RPM	RPM
RTR	RTR
STL	STL
TRUSS	TRUSS
VCP	VCP

Domain: **WS_YES_NO**

Description: YES OR NO

Code	Name
YES	YES
NO	NO

Domain: **WS_HYD_COLOR**

Description:COLOR OF HYDRANT

Code	Name
BLACK/ALUMINUM	BLACK/ALUMINUM
BLACK/YELLOW	BLACK/YELLOW

GREEN	GREEN
RED	RED
RED/YELLOW	RED/YELLOW
UNKNOWN	UNKNOWN
WHITE	WHITE
YELLOW	YELLOW

Domain:

WS_SUBTYPE
Description: SUBTYPE OF MANHOLE

Code	Name
PUMPOUT STATION	PUMPOUT STATION
UNKNOWN	UNKNOWN
VALVE ACCESS	VALVE ACCESS

Domain:

WS_ACCESSDIAMETER
Description: ACCESS DIAMTER

Code	Name
22	22
24	24
26	26
28	28
30	30
32	32
38	38

Domain:

WS_GROUNDTYPE
Description: GROUND TYPE

Code	Name
ASPHALT	ASPHALT
CONCRETE	CONCRETE

DIRT	DIRT
UNKNOWN	UNKNOWN

Domain: **WS_COVERMATERIAL**

Description: COVERMATERIAL

Code	Name
ALUMINUM	ALUMINUM
CASTIRON	CASTIRON
UNKNOWN	UNKNOWN

Domain: **WS_COVERTYPE**

Description: COVER TYPE

Code	Name
BOLTED	BOLTED
SEALED	SEALED
UNKNOWN	UNKNOWN
VENTED	VENTED

Domain: **WS_VAULT_SUB_TYPE**

Description: SUBTYPE OF VAULT

Code	Name
FIRELINE	FIRELINE
METER	METER
UNKNOWN	UNKNOWN
VALVE	VALVE

DATA DICTIONARY:

SEWER

FeatureClassName SEWER_MANHOLE_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WW_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	GPS
LID	String	20	LID	WW_MANHOLE_LID	null
TYPE	String	20	TYPE	null	null
COVER_MATERIAL	String	20	COVER_MATERIAL	null	null
COVER_HOLE	String	20	COVER_HOLE	null	null
COVER_SIZE	String	20	COVER_SIZE	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName SEWER_CLEANOUT_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WW_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
LOCATIONDESCRIPTION	String	100	LOCATIONDESCRIPTION	null	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	null
LID	String	20	LID	WW_SEWER_LID	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName SEWER_FITTING_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	WW_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	null
SIZE_	String	20	SIZE_	null	null
MATERIAL	String	20	MATERIAL	WW_MATERIAL	null
TYPE	String	30	TYPE	WW_FITTING_TYPE	null
BEND	String	20	BEND	WW_BEND	null
LOCATIONDESCRIPTION	String	100	LOCATIONDESCRIPTION	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName SEWER_CONTROL_VALVE_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
TYPE	String	25	TYPE	null	null
FEATUREOWNER	String	20	FEATUREOWNER	null	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	GPS
LOCATIONDESCRIPTION	String	100	LOCATIONDESCRIPTION	null	null
DIAMETER	String	8	DIAMETER	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

FeatureClassName SEWER_MISC_STRUCT_PNT
DatasetType FeatureClass

FieldName	Type	Length	AliasName	DomainName	DefaultValue
TYPE	String	25	TYPE	WW_TYPE	null
FEATUREOWNER	String	20	FEATUREOWNER	WW_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	WW_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	WW_SPATIALSOURCE	GPS
LOCATIONDESCRIPTION	String	100	LOCATIONDESCRIPTION	null	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

Domain: **WW_FEATUREOWNER**
Description: WASTEWATER FEATURE OWNER

Code	Name
COC	COC
PRIVATE	PRIVATE
CONTRACTOR	CONTRACTOR
TOG	TOG
UNKNOWN	UNKNOWN

Domain: **WW_LIFECYCLESTATUS**
Description: WASTEWATER FEATURE LIFECYCLESTATUS

Code	Name
ACTIVE	ACTIVE
FUTURE	FUTURE
PULLED	PULLED
INACTIVE	INACTIVE
UNKNOWN	UNKNOWN
ABANDONED	ABANDONED

Domain: **WW_SPATIALSOURCE**
Description: WASTEWATER FEATURE SPATIAL SOURCE

Code	Name
GPS	GPS

Domain: **WW_TYPE**
Description: WASTEWATER TYPE

Code	Name
DIVERSION	DIVERSION
JUNCTION	JUNCTION

Domain: **WW_SEWER_LID**
Description: WASTEWATER LID

Code	Name
OLD	OLD
NEW	NEW

Domain: **WW_BEND**
Description: WASTEWATER BEND

Code	Name
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL
NONE	NONE

Domain: **WW_MATERIAL**
Description: WASTEWATER MATERIAL

Code	Name
ACP	ACP
CONCRETE	CONCRETE
DIP	DIP
HDPE	HDPE
MJDIP	MJDIP
PVC	PVC
PVC LINED VCP	PVC LINED VCP
RCP ABS	RCP ABS
STEEL ENCASED VCP	STEEL ENCASED VCP
TLOCKLINE LINE RCP	TLOCKLINE LINE RCP
UNKNOWN	UNKNOWN
VCP	VCP

Domain: **WW_FITTING_TYPE**
Description: WASTEWATER FITTING_TYPE

Code	Name
ARV	ARV
FLOW METER	FLOW METER
NO_FLOW_POINT	NO_FLOW_POINT
OTHER	OTHER
OWNERSHIP_CHANGE	OWNERSHIP_CHANGE
PLUG	PLUG
REDUCER	REDUCER
UNKNOWN	UNKNOWN

DATA DICTIONARY:

RECLAIM

FeatureClassName	REC_FITTING_PNT
DatasetType	FeatureClass
Description	REC_FITTING_PNT
FeatureDataset	null
Tags	null
ShapeType	Point
FeatureType	Simple
AliasName	REC_FITTING_PNT
HasM	false
HasZ	false
SubtypeFieldName	null
DefaultSubtype	null
DSID	39

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	RWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	RWS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	RWS_SPATIALSOURCE	null
MATERIAL	String	20	MATERIAL	WS_MATERIAL	null
DIAMETER1	String	8	DIAMETER1	RWS_FITTING_DIAMETER	null
DIAMETER2	String	8	DIAMETER2	RWS_FITTING_DIAMETER	null
TYPE	String	30	TYPE	RWS_FITTING_TYPE	null
BEND	String	20	BEND	WS_FITTING_BEND	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null
GPS_DATE	Date	8	GPS_DATE	null	null

FeatureClassName	REC_SYSTEM_VALVE_PNT
DatasetType	FeatureClass
Description	REC_SYSTEM_VALVE_PNT
FeatureDataset	null
Tags	null
ShapeType	Point
FeatureType	Simple
AliasName	REC_SYSTEM_VALVE_PNT
HasM	false
HasZ	false
SubtypeFieldName	null
DefaultSubtype	null
DSID	13

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	Feature Owner	WS_SYSVAL_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	Lifecycle Status	WS_SYSVAL_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	Spatial Source	WS_SYSVAL_SPATIALSOURCE	null
TYPE	String	25	TYPE	WS_SYSVAL_TYPE	null
VALVETYPE	String	10	Valve Type	WS_SYSVAL_VALVETYPE	null
FUNCTION	String	25	FUNCTION	WS_SYSVAL_FUNCTION	null
DIAMETER	String	8	Diameter	WS_SYSVAL_DIAM	null
GROUNDTYPE	String	25	GROUNDTYPE	RWS_GROUNDTYPE	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null
WO_CAT_CODE	String	10	WO_CAT_CODE	null	6210A15
WO_CAT	String	25	WO_CAT	null	System Valves

FeatureClassName	REC_RECLAIM_MANHOLE_PNT
DatasetType	FeatureClass
Description	REC_RECLAIM_MANHOLE_PNT
FeatureDataset	null
Tags	null
ShapeType	Point

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	RWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	RWS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	RWS_SPATIALSOURCE	null
ACCESSDIAMETER	String	8	ACCESSDIAMETER	RWS_ACCESSDIAMETER	null
GROUNDTYPE	String	20	GROUNDTYPE	RWS_GROUNDTYPE	null
COVERMATERIAL	String	10	COVERMATERIAL	RWS_COVERMATERIAL	null
COVERTYPE	String	8	COVERTYPE	RWS_COVERTYPE	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	30	GPS_COMMENT	null	null

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
FEATUREOWNER	String	20	FEATUREOWNER	RWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	20	LIFECYCLESTATUS	RWS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	20	SPATIALSOURCE	RWS_SPATIALSOURCE	null
SUBTYPE	String	20	SUBTYPE	RWS_FITTING_SUBTYPE	null
GPS_DATE	Date	8	GPS_DATE	null	null
GPS_COMMENT	String	50	GPS_COMMENT	null	null

RWS_FEATUREOWNER
Description: Feature owner

Coded Values

Code	Name
COC	COC
COM	COM
INTEL	INTEL
OMG	OMG
PRIVATE	PRIVATE
SRVWUA	SRVWUA
TOG	TOG
UNKNOWN	UNKNOWN

RWS_LIFECYCLESTATUS
Description: Status of feature

Code	Description
ABANDONED	ABANDONED
ACTIVE	ACTIVE
FUTURE	FUTURE
INACTIVE	INACTIVE
PULLED	PULLED
UNKNOWN	UNKNOWN

RWS_SPATIALSOURCE
Description: Spatial Source of feature

Code	Description
ASBUILT	ASBUILT
DESIGN	DESIGN
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN

RWS_MAIN_OR_SERVICE_MATERIAL
Description: Material of feature

Code	Description
AC	AC
CC	CC
CI	CI
DI	DI
PVC	PVC
UNKNOWN	UNKNOWN

RWS_SERVICE_MATERIAL
Description: Material of feature

Code	Description
AC	AC
CI	CI
COPPER	COPPER
DI	DI
PVC	PVC
UNKNOWN	UNKNOWN

RWS_MAIN_TYPE
Description: TYPE OF MAIN

Code	Description
DISTRIBUTION	DISTRIBUTION
PURGE LINE	PURGE LINE
RECHARGE WELL	RECHARGE WELL
STUBOUT	STUBOUT
TRANSMISSION	TRANSMISSION
UNKNOWN	UNKNOWN

RWS_FITTING_TYPE
Description: TYPE OF FITTING

Code	Description
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

RWS_SERVICE_LATERAL_TYPE
Description: TYPE OF SERVICE

Code	Description
AIR RELEASE	AIR RELEASE
COMMERCIAL	COMMERCIAL
INDUSTRIAL	INDUSTRIAL
LANDSCAPE	LANDSCAPE
MULTIFAMILY	MULTIFAMILY
RESIDENTIAL	RESIDENTIAL

RWS_SERVICE_LATERAL_DIAMETER
Description: TYPE OF SERVICE

Code	Description
0.63	0.63
0.75	0.75
1.0	1.0
1.25	1.25
1.5	1.5
2.0	2.0
2.5	2.5
3.0	3.0
4.0	4.0
6.0	6.0
8.0	8.0
12.0	12.0
UNKNOWN	UNKNOWN

RWS_MAIN_DIAMETER
Description: DIAMETER OF MAIN

Code	Description
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

RWS_FITTING_DIAMETER

Description: DIAMETER OF FITTING

Code	Description
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

RWS_ACCESSDIAMETER

Description: ACCESS DIAMETER

Code	Description
22	22
24	24
26	26
28	28
30	30
30	30
28	28

RWS_GROUNDTYPE
Description: GROUND TYPE

Code	Description
ASPHALT	ASPHALT
CONCRETE	CONCRETE
DIRT	DIRT
UNKNOWN	UNKNOWN

RWS_COVERMATERIAL
Description: COVER MATERIAL

Code	Description
ALUMINUM	ALUMINUM
CASTIRON	CASTIRON
UNKNOWN	UNKNOWN

RWS_COVERTYPE
Description: COVER TYPE

Code	Description
BOLTED	BOLTED
SEALED	SEALED
UNKNOWN	UNKNOWN
VENTED	VENTED

RWS_COVERTYPE
Description: COVER TYPE

Code	Description
BOLTED	BOLTED
SEALED	SEALED
UNKNOWN	UNKNOWN
VENTED	VENTED

WS_SYSVAL_DIAM
Description: SYSTEM VALVE DIAMETER

Code	Name
2	2
3	3
4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48

WS_SYSVAL_VALVETYPE
Description: SYSTEM VALVE TYPE

Code	Name
BALL	BALL
BUTTERFLY	BUTTERFLY
GATE	GATE
INSERTA	INSERTA
PIV	PIV
PLUG	PLUG
UNKNOWN	UNKNOWN

WS_FITTING_BEND
Description: FITTING BEND

Code	Name
HORIZONTAL	HORIZONTAL
NONE	NONE
VERTICAL	VERTICAL

WS_MATERIAL

Description: MATERIAL

Code	Name
ABS	ABS
ACP	ACP
BRASS	BRASS
CIP	CIP
DIP	DIP
PCPP	PCPP
PE	PE
PVC	PVC
RCP	RCP
RPM	RPM
RTR	RTR
STL	STL
TRUSS	TRUSS
VCP	VCP

DATA DICTIONARY:

STORM

FeatureClassName BUBBLERBOX_PNT
DatasetType FeatureClass

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
BUBBLERBOX_ID	String	20	BUBBLERBOX_ID	null	ST-BB-VERIFY
FEATUREOWNER	String	25	FEATUREOWNER	SWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	25	LIFECYCLESTATUS	SWS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	25	SPATIALSOURCE	SWS_SPATIALSOURCE	null
GRATE_OPENINGS_NUM	SmallInteger	2	GRATE_OPENINGS_NUM	SWS_GRATE_OPENINGS	null
GRATE_LENGTH	Double	8	GRATE_LENGTH	SWS_GRATE_LENGTH	null
GRATE_WIDTH	Double	8	GRATE_WIDTH	SWS_GRATE_WIDTH	null
DRYWELL_ASSOC	String	5	DRYWELL_ASSOC	GIS_BOOLEAN_YES_NO	null
COMMENTS	String	255	COMMENTS	null	null
COLLECTED_DATE	Date	8	COLLECTED_DATE	null	null

FeatureClassName CATCHBASIN_PNT
DatasetType FeatureClass

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
CATCHBASIN_ID	String	20	CATCHBASIN_ID	null	ST-CB-VERIFY
FEATUREOWNER	String	25	FEATUREOWNER	SWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	25	LIFECYCLESTATUS	SWS_LIFECYCLESTATUS	null
CATCHBASIN_TYPE	String	25	CATCHBASIN_TYPE	SWS_CB_TYPE	null
CITY_EMBLEM	String	5	CITY_EMBLEM	GIS_BOOLEAN_YES_NO	null
ACCESS_OPENING_TYPE	String	25	ACCESS_OPENING_TYPE	SWS_CB_ACCESS_OPENING_TYPE	null
GRATE_LENGTH	Double	8	GRATE_LENGTH	SWS_GRATE_LENGTH	null
GRATE_WIDTH	Double	8	GRATE_WIDTH	SWS_GRATE_WIDTH	null
LID	String	5	LID	GIS_BOOLEAN_YES_NO	null
LID_TYPE	String	25	LID_TYPE	SWS_CB_LID_TYPE	null
DRYWELL_CONN	String	5	DRYWELL_CONN	GIS_BOOLEAN_YES_NO	null
OUTLET_CONN	String	5	OUTLET_CONN	GIS_BOOLEAN_YES_NO	null
BUBBLERBOX_CONN	String	5	BUBBLERBOX_CONN	GIS_BOOLEAN_YES_NO	null
BUBBLERBOX_DRYWELL_ASSOC	String	5	BUBBLERBOX_DRYWELL_ASSOC	GIS_BOOLEAN_YES_NO	null
LAKE_DRAIN	String	5	LAKE_DRAIN	GIS_BOOLEAN_YES_NO	null
COMMENTS	String	255	COMMENTS	null	null
COLLECTED_DATE	Date	8	COLLECTED_DATE	null	null

FeatureClassName DRYWELL_PNT
DatasetType FeatureClass

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
DRYWELL_ID	String	20	DRYWELL_ID	null	ST-DW-VERIFY
FEATUREOWNER	String	25	FEATUREOWNER	SWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	25	LIFECYCLESTATUS	SWS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	25	SPATIALSOURCE	SWS_SPATIALSOURCE	null
FIELD_LOC	String	100	FIELD_LOC	SWS_DW_LOCATION	null
INSTALLER	String	30	INSTALLER	SWS_DW_INSTALLER	null
CHAMBER_TYPE	String	30	CHAMBER_TYPE	SWS_DW_CHAMBER_TYPE	null
LID_SIZE	SmallInteger	2	LID_SIZE	SWS_DW_LID_SIZE	null
LID_TYPE	String	25	LID_TYPE	SWS_DW_LID_TYPE	null
NUISANCE_LINE_ASSOC	String	5	NUISANCE_LINE_ASSOC	GIS_BOOLEAN_YES_NO	null
CONCRETE_PAD	String	5	CONCRETE_PAD	GIS_BOOLEAN_YES_NO	null
COMMENTS	String	255	COMMENTS	null	null
COLLECTED_DATE	Date	8	COLLECTED_DATE	null	null

FeatureClassName INLET_PNT
DatasetType FeatureClass

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
INLET_ID	String	20	INLET_ID	null	ST-IN-VERIFY
CATCHBASIN_TYPE	String	25	CATCHBASIN_TYPE	SWS_CB_TYPE	null
FEATUREOWNER	String	25	FEATUREOWNER	SWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	25	LIFECYCLESTATUS	SWS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	25	SPATIALSOURCE	SWS_SPATIALSOURCE	null
FIELD_LOC	String	100	FIELD_LOC	SWS_FIELD_LOC	null
GRATE_ASSOC	String	25	GRATE_ASSOC	GIS_BOOLEAN_YES_NO	null
GRATE_LENGTH	Double	8	GRATE_LENGTH	SWS_GRATE_LENGTH	null
GRATE_WIDTH	Double	8	GRATE_WIDTH	SWS_GRATE_WIDTH	null
INLET_PIPE_DIAM	SmallInteger	2	INLET_PIPE_DIAM	SWS_INLET_PIPE_DIAM	null
INLET_NUMBER	SmallInteger	2	INLET_NUMBER	null	null
TRASHRACK_ASSOC	String	5	TRASHRACK_ASSOC	GIS_BOOLEAN_YES_NO	null
TRASH_LENGTH	Double	8	TRASH_LENGTH	null	null
TRASH_WIDTH	Double	8	TRASH_WIDTH	null	null
NUISANCE_LINE_ASSOC	String	5	NUISANCE_LINE_ASSOC	GIS_BOOLEAN_YES_NO	null
BUBBLER_BOX_DRYWELL_ASSOC	String	5	BUBBLER_BOX_DRYWELL_ASSOC	GIS_BOOLEAN_YES_NO	null
HEADWALLASSOC	String	5	HEADWALLASSOC	GIS_BOOLEAN_YES_NO	null
COMMENTS	String	255	COMMENTS	null	null
COLLECTED_DATE	Date	8	COLLECTED_DATE	null	null

FeatureClassName OUTLET_PNT
DatasetType FeatureClass

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
OUTLET_ID	String	20	OUTLET_ID	null	ST-OUT-VERIFY
FEATUREOWNER	String	25	FEATUREOWNER	SWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	25	LIFECYCLESTATUS	SWS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	25	SPATIALSOURCE	SWS_SPATIALSOURCE	null
GRATE_ASSOC	String	25	GRATE_ASSOC	GIS_BOOLEAN_YES_NO	null
GRATE_LENGTH	Double	8	GRATE_LENGTH	SWS_GRATE_LENGTH	null
GRATE_WIDTH	Double	8	GRATE_WIDTH	SWS_GRATE_WIDTH	null
INLET_PIPE_DIAM	SmallInteger	2	INLET_PIPE_DIAM	SWS_INLET_PIPE_DIAM	null
INLET_NUMBER	SmallInteger	2	INLET_NUMBER	SWS_INLET_NUMBER	null
TRASHRACK_ASSOC	String	5	TRASHRACK_ASSOC	GIS_BOOLEAN_YES_NO	null
TRASH_LENGTH	Double	8	TRASH_LENGTH	null	null
TRASH_WIDTH	Double	8	TRASH_WIDTH	null	null
NUISANCE_LINE_ASSOC	String	5	NUISANCE_LINE_ASSOC	GIS_BOOLEAN_YES_NO	null
BUBBLER_BOX_DRYWELL_ASSOC	String	5	BUBBLER_BOX_DRYWELL_ASSOC	GIS_BOOLEAN_YES_NO	null
HEADWALLASSOC	String	5	HEADWALLASSOC	GIS_BOOLEAN_YES_NO	null
ADOTOUTFLOW	String	5	ADOTOUTFLOW	GIS_BOOLEAN_YES_NO	NO
COMMENTS	String	255	COMMENTS	null	null
COLLECTED_DATE	Date	8	COLLECTED_DATE	null	null

FeatureClassName SCUPPER_PNT
DatasetType FeatureClass

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
SCUPPER_ID	String	20	SCUPPER_ID	null	ST-SCP-VERIFY
FEATUREOWNER	String	25	FEATUREOWNER	SWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	25	LIFECYCLESTATUS	SWS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	25	SPATIALSOURCE	SWS_SPATIALSOURCE	null
CITY_EMBLEM	String	5	CITY_EMBLEM	GIS_BOOLEAN_YES_NO	null
NUMBER_OPENINGS	SmallInteger	2	NUMBER_OPENINGS	null	null
WIDTH	Double	8	WIDTH	null	null
SPILLWAY_ASSOC	String	25	SPILLWAY_ASSOC	GIS_BOOLEAN_YES_NO	null
HEADWALL_ASSOC	String	5	HEADWALL_ASSOC	GIS_BOOLEAN_YES_NO	null
NUISANCE_LINE_ASSOC	String	5	NUISANCE_LINE_ASSOC	GIS_BOOLEAN_YES_NO	null
BUBBLERBOX_ASSOC	String	5	BUBBLERBOX_ASSOC	GIS_BOOLEAN_YES_NO	null
BUBBLER_BOX_DRYWELL_ASSOC	String	5	BUBBLER_BOX_DRYWELL_ASSOC	GIS_BOOLEAN_YES_NO	null
LAKE_DRAIN	String	5	LAKE_DRAIN	GIS_BOOLEAN_YES_NO	null
RIPRAP	String	25	RIPRAP	GIS_BOOLEAN_YES_NO	null
COMMENTS	String	255	COMMENTS	null	null
COLLECTED_DATE	Date	8	COLLECTED_DATE	null	null

FeatureClassName STORM_DRAIN_MANHOLE_PNT
DatasetType FeatureClass

Fields

FieldName	Type	Length	AliasName	DomainName	DefaultValue
STORMDRAIN_ID	String	20	STORMDRAIN_ID	null	ST-MH-VERIFY
FEATUREOWNER	String	25	FEATUREOWNER	SWS_FEATUREOWNER	null
LIFECYCLESTATUS	String	25	LIFECYCLESTATUS	SWS_LIFECYCLESTATUS	null
SPATIALSOURCE	String	25	SPATIALSOURCE	SWS_SPATIALSOURCE	null
STRUCTURE_TYPE	SmallInteger	2	STRUCTURE_TYPE	SWS_STRUCTURE_TYPE	null
CHANDLER_NAME	String	5	CHANDLER_NAME	GIS_BOOLEAN_YES_NO	null
DIAMETER	SmallInteger	2	DIAMETER	SWS_SDMH_SIZE	null
VENT_HOLE	String	30	VENT_HOLE	GIS_BOOLEAN_YES_NO	null
ACCESS_OPENING_TYPE	String	25	ACCESS_OPENING_TYPE	SWS_SDMH_ACCESS_OPENING_TYPE	null
LID_TYPE	String	30	LID_TYPE	SWS_SDMH_TYPE	null
LID_TEXT	String	30	LID_TEXT	SWS_SDMH_LID_TEXT	null
COMMENTS	String	255	COMMENTS	null	null
COLLECTED_DATE	Date	8	COLLECTED_DATE	null	null

Domain Name	Current Description
GIS_BOOLEAN_YES_NO	GIS Boolean Yes or No
GIS_COLLECTOR_ID	GPS Crew Employee IDs
SWS_DW_CHAMBER_TYPE	Drywell chamber type
SWS_DW_DEPT_RESP	Department responsible for DryWell Maint
SWS_DW_INSTALLER	DryWell installers
SWS_DW_LID_SIZE	Standard size of Drywell lid
SWS_DW_LID_TYPE	Drywell lid type
SWS_DW_LOCATION	Drywell location
SWS_EP_DIAM	Standard sizes of Equalizer Pipe diameters
SWS_EP_MATERIAL	Equalizer Pipe material
SWS_FEATUREOWNER	Storm feature ownership
SWS_GRATE_LENGTH	Denotes the length of a storm water grate
SWS_GRATE_WIDTH	Denotes the width of a storm water grate
SWS_INLET_NUMBER	Number of Inlets
SWS_INLET_PIPE_DIAM	Inlet pipe diameter
SWS_LIFECYCLESTATUS	Denotes the Lifecyclestatus for Storm features
SWS_RB_MAINT_LIST	Retention Basin maintainer
SWS_RB_TYPE	Retention Basin Type
SWS_SDMH_ACCESS_OPENING_TYPE	Storm Drain Manhole Access Opening type
SWS_SDMH_LID_TEXT	Storm Drain Manhole Lid Text
SWS_SDMH_SIZE	Standard size of Storm Drain Manhole
SWS_SDMH_TYPE	Storm Drain Manhole Type
SWS_SEPARATOR_LID_TYPE	Denotes the type of separator lid
SWS_SEPARATOR_TYPE	Denotes the type of separator
SWS_SPATIALSOURCE	Denotes the Spatial Source of Storm features
SWS_SPL_WALL_MATERIAL	Denotes Spillway Wall Material
SWS_STRUCTURE_TYPE	Type of structure for GBA

APPENDIX D

Geotechnical Report

Roadway Geotechnical Engineering Report
Chandler Heights Road Improvements
Gilbert Road to Val Vista Drive
Chandler, Arizona
City Project No. ST1804.401
Federal Project No. CHN-0(221)A
ADOT TRACS No. SS914 01C
RAMM Project No. G25046



For:
Kimley-Horn and Associates, Inc.
7740 North 16th Street, Suite 300
Phoenix, Arizona 85020

◆◆◆

By:
Ricker • Atkinson • McBee • Morman & Associates, Inc.
2105 South Hardy Drive, Suite 13
Tempe, Arizona 85282

RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.
Geotechnical Engineering • Construction Materials Testing

R·A·M·M

Kimley-Horn and Associates, Inc.
7740 North 16th Street, Suite 300
Phoenix, Arizona 85020

August 5, 2020

Attention: Chris Woolery, P.E. / Jason Fenner, P.E.

Subject: Roadway Geotechnical Engineering Report
Chandler Heights Road Improvements
Gilbert Road to Val Vista Drive
Chandler, Arizona
City Project No. ST1804.401
Federal Project No. CHN-0(221)A
ADOT TRACS NO. SS 914 01C

RAMM Project No. G25046

Attached to this letter is the Roadway Geotechnical Engineering Report for the proposed Chandler Heights Road Improvements which will extend from Gilbert Road to Val Vista Drive in Chandler, Arizona.

The proposed Chandler Heights Road Improvements project includes widening Chandler Heights Road from the east side of Gilbert Road (Sta 221 + 85.43) east to about the west side of Val Vista Drive (Sta 324 + 26.79). The results of our field explorations; laboratory testing; and engineering analysis, evaluation and recommendations are presented in the report.

Chandler Heights Road is classified as a major arterial road. The proposed Chandler Heights Road Improvements project includes widening a majority of the road from just west of White Place (Sta 258 + 24.64) to the east side of Lindsay Road (Sta 272 + 65.33), improving the median from Sta 272 + 65.33 east to the center line of Gemstone Drive (Sta 285 + 24.16), and widening the eastbound lanes from just west of 148th Street (Sta 295 + 11.29) east to the end of the project (Sta 324 + 26.79). The westbound lanes from 148th Street to Val Vista Drive will be improved by others and will be surfaced sealed as part of this project. The remainder of the existing pavements will be milled and overlaid.

A new RWCD irrigation pipe will be installed east of White Place (Sta 259 + 28) east to the Chandler Pathways development (Sta 266 + 74). East from Sta 295 + 11 a new 24-inch RGRCP storm drainpipe and a new 18-inch private irrigation pipe will be installed to depths of 10 to 15

feet for the storm drain and about 5 feet deep for the irrigation pipe. The irrigation pipe will extend east to about Sta 298 + 40 and will be connected to an existing north-south irrigation pipe at about Sta 298 + 02. The storm drainpipe extends east to Sta 306 + 50. The storm drainpipe catch basins will be installed at five locations along the south outside curb and gutters. The catch basins will drain north to the storm drainpipe which drains north across Chandler Heights Road to a new drywell system in the existing north side retention basin of City of Chandler Veterans Oasis Park. Chandler Heights Road is a major arterial. New retention basins At Sta 262 + 00 and Sta 314 + 00 will be feed by a catch basins on the north or south, respectively, curb and gutters.

This report was prepared based on project and site data available at this time and was prepared in a manner and to the standards of the local geotechnical engineering practice. Our services did not include evaluations for the presence of hazardous materials; for concrete durability with respect to on-site soils; for concrete durability and corrosion potential with respect site use water sources; for area subsidence resulting from groundwater withdrawal; or for other geologic hazards.

If you have any questions, please do not hesitate to call.

Respectfully submitted,
RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.



By: Andrew J. Schirmer AND Kenneth L. Ricker, P.E.

/kes
Copies to: Addressee (chris.woolery@kimley-horn.com) / (jason.fenner@kimley-horn.com)

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ROADWAY GEOTECHNICAL REPORT

R·A·M·M

INTRODUCTION

This report presents the results of our roadway geotechnical engineering services for the proposed Chandler Heights Road Improvements, Gilbert Road to Val Vista Drive, located in Chandler, Arizona. The scope of our services included performing a field exploration program, laboratory analysis and geotechnical engineering evaluation, analysis and recommendations. The geotechnical recommendations presented herein include those for rehabilitated and new pavements, anticipated excavation conditions, site development, and material use and requirements. We would be pleased to discuss with you any additional recommendations you may require. In addition, we are available to review project specifications and plans for conformance with our recommendations at no charge to you.

This firm should be notified for additional evaluation and recommendations if the project design parameters (locations, depths, alignments, etc.) are changed, and/or where site use or conditions encountered during construction differ from those presented herein.

PROPOSED CONSTRUCTION

The proposed Chandler Heights Road Improvements project includes widening Chandler Heights Road from the east side of Gilbert Road (Sta 221 + 85.43) east to about the west side of Val Vista Drive (Sta 324 + 26.79). The results of our field explorations; laboratory testing; and engineering analysis, evaluation and recommendations are presented in the report.

Chandler Heights Road is classified as a major arterial road. The proposed Chandler Heights Road Improvements project includes widening a majority of the road from just west of White Place (Sta 258 + 24.64) to the east side of Lindsay Road (Sta 272 + 65.33), improving the median from Sta 272 + 65.33 east to the center line of Gemstone Drive (Sta 285 + 24.16), and widening the eastbound lanes from just west of 148th Street (Sta 295 + 11.29) east to the end of the project (Sta 324 + 26.79). The westbound lanes from 148th Street to Val Vista Drive will be improved by others and will be surfaced sealed as part of this project. The remainder of the existing pavements will be milled and overlaid.

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east to about Sta 298 + 40 and will be connected to an existing north-south irrigation pipe at about Sta 298 + 02. The storm drainpipe extends east to Sta 306 + 50. The storm drainpipe catch basins will be installed at five locations along the south outside curb and gutters. The catch basins will drain north to the storm drainpipe which drains north across Chandler Heights Road to a new drywell system in the existing north side retention basin of City of Chandler Veterans Oasis Park. Chandler Heights Road is a major arterial. New retention basins At Sta 262 + 00 and Sta 314 + 00 will be feed by a catch basins on the north or south, respectively, curb and gutters.

SITE CONDITIONS

Chandler Heights Road between Gilbert Road and White Place has two lanes in each direction with bike lanes, raised medians and various right and left turn lanes. Pavement in this section has been seal-coated and was in very good condition with localized small patches of surface spall and little cold joint expansion.

Chandler Heights Road between White Place and Lindsay Road has one lane in each direction with a painted, at grade median, curb and gutter, an eastbound bike lane and an open agricultural irrigation ditch off the westbound dirt shoulder. Eastbound pavement has been seal-coated and is in very good condition with localized surface spall and limited cold joint expansion. Westbound pavement was in moderate condition with mild alligator cracking, little spalling and an occasional pothole. Crack sealant has been applied to the larger cracks along the westbound section.

The Lindsay Road intersection was in moderate condition, containing numerous patched pavement cuts, moderate wear and light to moderate block cracking. Chandler Heights Road between Lindsay Road and Gemstone Drive/146th Street has one lane in each direction with full width paving, a painted at grade median, curb and gutter on both sides, an eastbound bike lane and a striped, paved westbound shoulder. Pavement within this section was in good condition with light wear, limited cold joint expansion, light longitudinal cracking, occasional transverse cracking and occasional small potholing.

Chandler Heights Road between Gemstone Drive/146th Street and 148th Street has one lane in each direction with full width paving, raised medians, curb and gutter on both sides, and striped, paved shoulders. Pavement within this section was in good condition with light wear, open cold joints and light longitudinal cracking. The eastbound lane, starting at the east end of the raised median was newer pavement and was in good condition with light wear and limited cold joint expansion.

Chandler Heights Road between 148th Street and Val Vista Drive is one lane in each direction without a median and with dirt shoulders on both sides. For 950 feet west of Val Vista Drive, curb and gutter exists on the westbound edge of pavement. Pavement in this area was in very good condition with light wear and localized cold joint expansion.

FIELD EXPLORATIONS

Test Borings:

Subsurface conditions for the use in the design of the pavements and installation of the new utility lines were explored by drilling Test Borings 1, 2, 7 and 8 to depths of 11.0 feet and Test Borings 3, 4, 5 and 6 to the depths of 16.0 feet, along the existing road. The existing pavement was cored with a diamond impregnated, single core barrel and the base material and subgrade soils were drilled and sampled at Test Borings C1 to C11 to depths of 5.0 feet. The locations of the test borings are shown on the Site Plans in Appendix A. The test borings and soil below the cores were drilled with a CME 45 drill rig using seven-inch diameter, hollow-stem augers. The drilling equipment and crew were provided by Wildcat Drilling, Inc. The test boring locations were determined in the field by our staff geologist. During the field explorations, representative undisturbed and disturbed samples were obtained, the field explorations logged and soils field-classified by our field technician, who also directed the drill crew. Relatively undisturbed samples of the subsoils were obtained by driving a 3-inch diameter, ring-lined, open-end sampler into the soil with a 140-pound hammer dropping 30 inches. The results of our field explorations are presented in the Test Boring Logs in Appendix A.

LABORATORY ANALYSIS

Representative samples obtained during the field explorations were subjected to the following tests in our laboratory.

Type of Test	Type of Sample	Number of Samples Tested
Direct Shear	Undisturbed	8
Sieve Analysis & Plasticity Index	Representative	27
Swell	Remolded	5
Standard Proctor (ASTM D698)	Representative	8
Moisture Content/Dry Density *	Undisturbed	46
Moisture Content*	Disturbed ring	1

* Reported in the test boring logs

The results of the laboratory analysis are presented in Appendix B.

EXISTING PAVEMENT SECTIONS

The following test borings were drilled through the roadway pavement sections and the subgrade soils were overlain by the following:

	Existing Pavement Thickness	
Test Boring	AC Thickness (inches)	Aggregate Base Thickness (inches)
3	4 ¾	None
4	4 ½	None
5	3 ¾	½
6	4 ½	4
7	5	4 ½
8	4	3
C1	5	None
C2	5 ¾	7
C3	4 ¼	6 ½
C4	3 ⅝	10
C5	4 ½	8
C6	1 ¾	8
C7	4 ⅜	5 ½
C8	4 ½	5
C9	4 ¼	5 ½
C10	4	6 ½
C11	3 ½	14 ½

SUBSURFACE CONDITIONS

The results of the test borings are presented in Appendix A in the Test Boring Logs. Along the alignment of the proposed Chandler Heights Road Improvements, the near surface and underlying subgrade soil were somewhat variable. Subgrade soils were composed of medium dense clayey sand some to with gravel in Test Borings 1, 2, 3, 5 and 7 to depths of 5.0 to 11.0 feet. In Test Borings 3 and 5 these surface soils were overlain by 1.5 to 4.5 feet of fill composed of loose clayey sand and dense silty sand and were underlain by medium dense sand with some silt and gravel which extends to the remaining depth of exploration (16.0 feet). In Test Borings 2 and 7 the surface soils were underlain by medium dense clayey sand – silty sand, some to with gravel to a depth of 10.0 feet in Test Boring 2 and 11.0 feet (maximum depth of exploration) in Test Boring 7. In Test Boring 2, these soils were underlain by medium dense sand, some silt which extended to the remaining depth of exploration (11.0 feet). In Test Borings 4 and 8, the surface soils were

medium dense clayey sand – silty sand witch extended to depths of 12.0 and 4.0 feet, respectively, where medium dense clayey sand, some to with gravel was encountered and extended to depths of 16.0 and 11.0 feet, respectively (full depths of exploration). In Test Boring 6, the surface soil encountered was clayey sand/sandy clay with some gravel which extended to a depth of 9.5 feet and was underlain by medium dense clayey sand – silty sand which extended to the full depth of exploration of 16.0 feet.

Test Borings C1 to C11 extend to a depth of 6.0 feet (full depth of exploration). Test Borings C2, C3, C4, C7 and C11 encountered medium dense clayey sand, some to with gravel, Test Borings C6 and C8 to C10 encountered medium dense/stiff to very stiff clayey sand/sandy clay, Test Boring C1 encountered dense gravel, with sand, some silt, and in Test Boring C5 the surface soil was medium dense clayey sand – silty sand and some to with gravel.

Soil moisture contents were described as nearly dry to slightly damp in the near surface soils. No groundwater was observed in the test borings during the field exploration.

PAVEMENT DESIGN

The design of the pavement widening and reconstruction was based on the criteria presented in the City of Chandler Standard Details and Specifications (January 2020) for Major Arterial Street, Typical Cross Section Detail No.s C-203 and C-204 and using percent passing the No. 200 sieve and Plasticity Index of the subgrade soil, to determine the base course thickness per Major and Minor Arterial Detail No. C-239. Based on these design procedures the new pavement section for Chandler Heights Road should consist of 5.0 inches of asphalt concrete (2.0 inches of A12.5 EVAC Surface Course on 3.0 inches of A19 base course with a tack coat between the lifts) on 7.0 inches of aggregate base course (MAG Specifications Sections 310 and 702).

All new pavement sections should be constructed in accordance with MAG specifications as modified by the City of Chandler including rehabilitating the existing pavement sections which are in fair condition.

Based on the condition of the existing pavement and the moisture contents of the undisturbed samples presented in Test Borings C1 to C9, moderate to severe subgrade pumping may occur during the removal of the existing pavement section. If moderate to severe pumping is encountered, during removal of the existing pavement, the existing pavement section and

underlying subgrade should be removed to a depth of 14 inches below the top of the new finished pavement elevation and a layer of geogrid be placed on the exposed subgrade. The geogrid should conform to Table 796-4, Type 1 of MAG Specification (2015). All joints in the geogrid should be overlapped at least one foot and staked to the subgrade. The aggregate base (AB) should then be placed on the geogrid/fabric by end-dumping onto an exposed edge of the geogrid and spread in one lift which will be at least 9 inches thick after compaction. The end-dumped material should be spread with a light-duty front end loader or dozer. At no time shall any equipment be allowed on the geogrid which has less than 6 inches of aggregate base between the equipment wheels or tracks and the geogrid. After placement and compaction of the aggregate base, the above 5.0 thick asphalt concrete section should be placed in two lifts.

The above sections are minimal and should function well with periodic maintenance (seal coats, overlays or patching) and where proper drainage is provided and maintained. Should moisture penetrate the subgrade soils or ponding occur on or adjacent to the pavement section, increased maintenance and a significant reduction in pavement life could occur. Therefore, good surface drainage on and adjacent to the pavement is essential for achieving the desired pavement life.

Test Boring	Depth (feet)	PI	Percent -200	AC (inches)	AB (inches)	Existing Structural Number
1	0-5	12	36	-	-	-
2	0-5	16	44	-	-	-
3	0-5	10	47	4¾	-	2.0
4	0-5	5	32	4½	-	1.89
5	0-5	9	35	3¾	½	1.64
6	0-5	12	43	4½	4	2.37
7	0-5	8	39	5	4½	2.64
8	0-5	6	33	4	3	2.04
C1	0.5-5	NP	11	5	-	2.1
C2	1.5-5	10	32	5¾	7	3.26
C3	2-3	10	30	4¾	6¼	2.73
C4	1.5-5	12	32	3⅜	10	2.62
C5	1.5-5	4	32	4¼	8	2.75
C6	1.5-5	12	44	1¾	8	1.7
C7	1-5	8	30	4⅜	5½	2.5

Test Boring	Depth (feet)	PI	Percent -200	AC (inches)	AB (inches)	Existing Structural Number
C9	1.5-5	23	37	4¼	5½	2.45
C10	1.5-5	14	44	4	6½	2.46
C11	1.5-5	8	32	3½	14½	3.21

Storm Drain and Retention Basin:

As part of this project, a storm drain system will be installed along with the eastbound lanes from Sta. 295 + 11 to Sta. 306 +50. The storm drainpipes will be 24-inch diameter rubber gasket reinforced concrete pipe (RGRCP) except for the storm drain from Sta. 295 + 50 leading to the new drywell units which will be an 18-inch diameter RGRCP. Excavation depths along the storm drain lines and manholes will range from 10.0 feet to 15.0 feet.

Two new retention basins will be constructed outside of the right-of-way lines on the north and south sides of Chandler Heights Road at Sta. 262 + 00 (north) and Sta. 314 + 00 (south), will have a paved discharge channel extending from Chandler Heights Road to the bottom of the basin and will have a drywell near the center of each basin, opposite from the discharge point.

SITE DEVELOPMENT RECOMMENDATION:

Concrete Slab-On-Grade Sidewalk Support:

The near surface soils are variably non-plastic to high in plasticity and when compacted and wetted, exhibit low to high swell potentials. Six-inch exterior slabs should be founded on a prepared subgrade. The subgrade soils, when recompacted to 88 to 92 percent compaction limited, will provide adequate support for concrete slabs-on-grade, provided these soils are placed and compacted at moisture contents at optimum to 3 percent above optimum and maintained at these moisture conditions until concrete placement. In addition, all slab edges should be constructed with turndowns that extend at least 6 inches below the bottom of the slab. All joints in the slabs should be sealed. Even with these conditions, slab movement, as the result of expansive soils, may occur. All unreinforced slabs-on-grade should be jointed as per ACI (American Concrete Institute) or PCA (Portland Cement Association) guidelines.

Surface Drainage:

Most soils will undergo some degree of volume change as the result of wetting. The degree of volume change will depend on the type of soil, swell potential, natural soils structure or degree of compaction (if a fill). Therefore, good site and surface drainage away from these elements is required. In addition, water should not be allowed to pond within 5 feet of the pavement edges or other elements which are sensitive to movements.

Excavatability:

The excavatability of site materials is difficult to evaluate based only on the exploration equipment used during this design report. Therefore, we recommend that the contractor evaluate the excavatability of site materials by performing test excavations with the size and type of equipment the contractor plans on using at the site. For design purposes the following paragraph presents our best analysis as to the excavatability of site soils.

The near surface soils to depths of 5 to 15 feet can probably be removed with conventional excavating equipment. Deeper excavations may be slower and more difficult to accomplish, and caving/collapse may occur within the granular, non-plastic to low plasticity soil layers. OSHA requires all excavations over five feet in depth, in which personnel are to enter, be either braced or sloped in accordance with OSHA regulations.

Workability:

Wetting site soils such that moisture contents are at or above optimum could result in some to extensive soil pumping under dynamic loadings such as heavy construction equipment driving over the area. In flexible pavement areas where pumping has occurred, the area should be allowed to dry until soils are workable without pumping or the wetted areas removed and replaced with drier site soils.

Earthwork Factors:

Earthwork losses due to ground height losses and shrinkage were estimated based on past experience in the area and the laboratory test data. The materials encountered at the site were variably medium dense to dense and stiff to very stiff. The estimated ground height losses due to subgrade compaction are as follows for previously graded areas:

Ground Height Loss *	
Paved Areas	Unpaved Areas
½" to 1"	1" to 2"

* Based on compaction to 95 percent of estimated and laboratory maximum dry density (ASTM D698), dry densities obtained from ring samples of fill and in-situ soils, and achieving a 10-inch deep compacted zone without stripping natural surface zones.

The estimated shrinkage losses from cut to fill zones are as follows for naturally occurring soils.

Estimated Percent Shrinkage *	
Old Pavement Areas	Unpaved Areas
5% to 10%	10% to 20%

* Based on compaction to 95 percent of estimated and laboratory maximum dry density (ASTM D698), dry densities obtained from ring samples of fill and in-situ soils from the near surface zone and local experience.

These estimates do not include compaction to greater depths than assumed, losses due to wind or wastage, overexcavation, etc.

MATERIALS SUITABILITY AND REQUIREMENTS

Site Materials:

The near surface soils may be used as fill and backfills in trench and pavement areas, provided these soils are free of organic materials, debris and rubble. Existing asphalt concrete pavements which are milled, pulverized and/or reduced to suitable size may be used in fill.

Imported Soils:

Fill required beyond that available from site sources for use as backfills, should be imported soils meeting the following requirements:

Maximum Particle Size----------4 inches

The percent passing No. 200 Sieve and plasticity index for the imported soils when plotted on the City of Chandler Detail No. C-239 should be within the base thickness zone of 9 inches.

Base Material:

Base material used below pavement should conform to the requirements of Maricopa Association of Governments (MAG) Specifications for aggregate base (Section 702) as modified by the City of Chandler. Old pavement materials (AC and AB) which have been milled or pulverized may be

reused as fill and as aggregate base if the processed material meets MAG Section 702 for aggregate base.

Asphalt Concrete Pavement:

Asphalt concrete pavement materials should conform to the requirements of EVAC Specifications and MAG as adopted by the City of Chandler.

Pipe Bedding:

Material used as pipe bedding should be granular soils which meet the requirements of MAG Specifications as modified by the City of Chandler.

SITE PREPARATION AND GRADING PROCEDURES

Pavement Areas:

Recommendations presented in the previous sections of this report are based upon the following site preparation and grading procedures. Therefore, all earthwork should be accomplished with observation and testing by a qualified technician under the direction of a registered geotechnical/ materials engineer. The following apply in pavement areas.

1. Clear and grub the site by removing and disposing of all vegetation, any trash and debris, and any rubble and remnants of former developments.

2. Strip the site of all existing fill zones and unstable soils. During stripping observe the surface for evidence of buried debris, vegetation or disturbed materials which will require additional removal. Areas steeper than 5H to IV should be benched and any depressions widened to accommodate compaction equipment.

3. Prepare the ground surface in at-grade areas, in fill areas and in areas cut to grade by scarifying, moisture conditioning and compacting the exposed surface soils to a depth of 10 inches.

4. Moisture condition and place all fill and backfill materials required to achieve specified grades. Fill materials should be moisture conditioned, placed and compacted in horizontal lifts of thicknesses compatible with the compaction equipment being used.

5. Compact subgrade, fill, backfill, subbase fill or base material to the following minimum percent compaction of the ASTM D698 maximum dry density in each lift:

Material	Minimum Percent Compaction
Soil:	
Sidewalk and curb/gutter	City of Chandler Details
Below pavement sections	95
Base Material:	
Below pavement sections	100

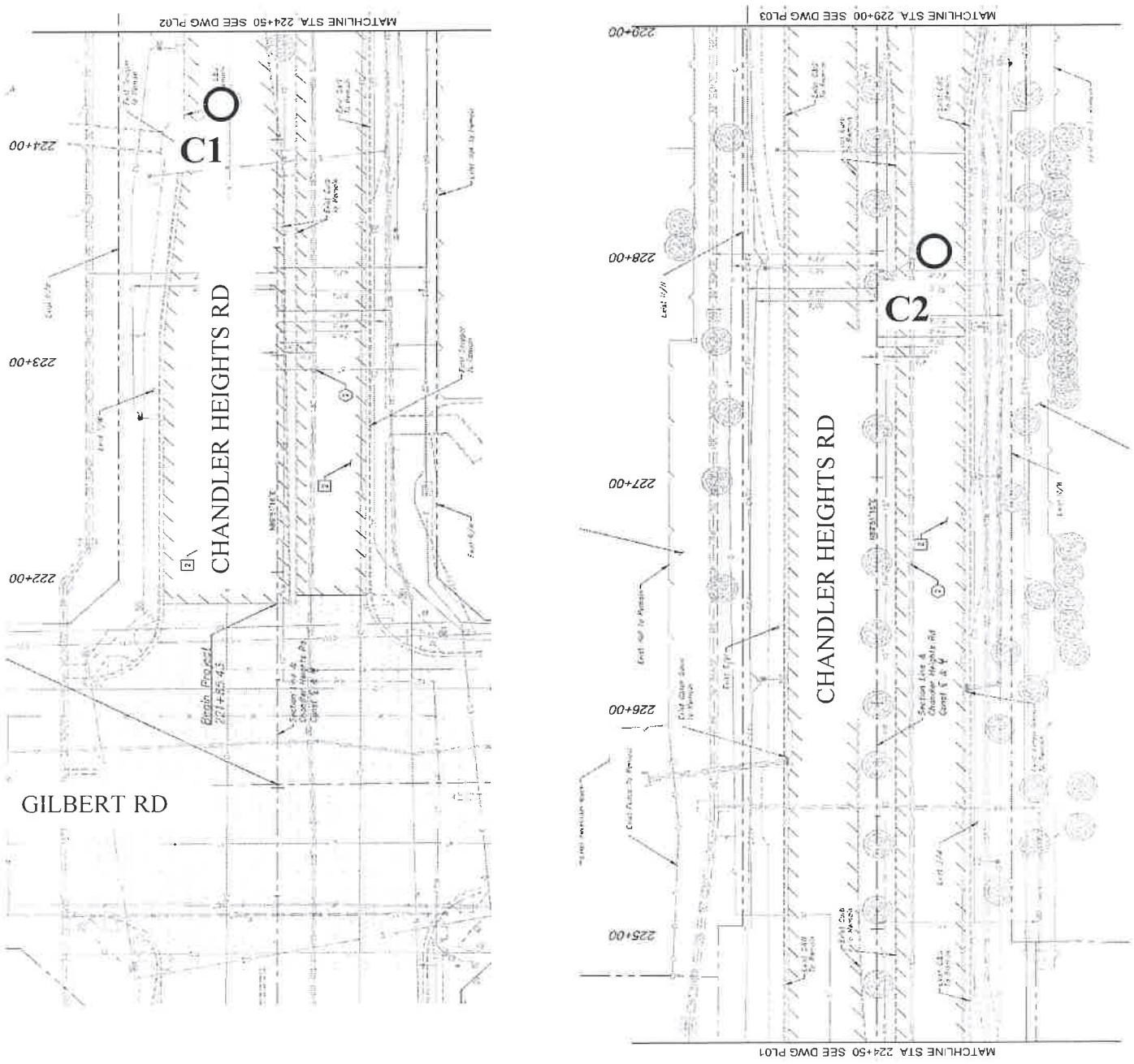
6. Moisture content of backfill at the time of compaction should be:

Type	Area of Use	Moisture content
On-site or Import	Trench	Optimum plus or minus 3%
On-site or Import	Pavements*	2% below optimum or lower
Base Material	Pavements	Optimum plus or minus 3%

* Includes upper 3 feet of trench backfill in pavement areas.

7. Any soils which are disturbed or overexcavated by the contractor outside the limits of the plans or specifications should be replaced with material compacted as specified above.

APPENDIX A
FIELD EXPLORATIONS



CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

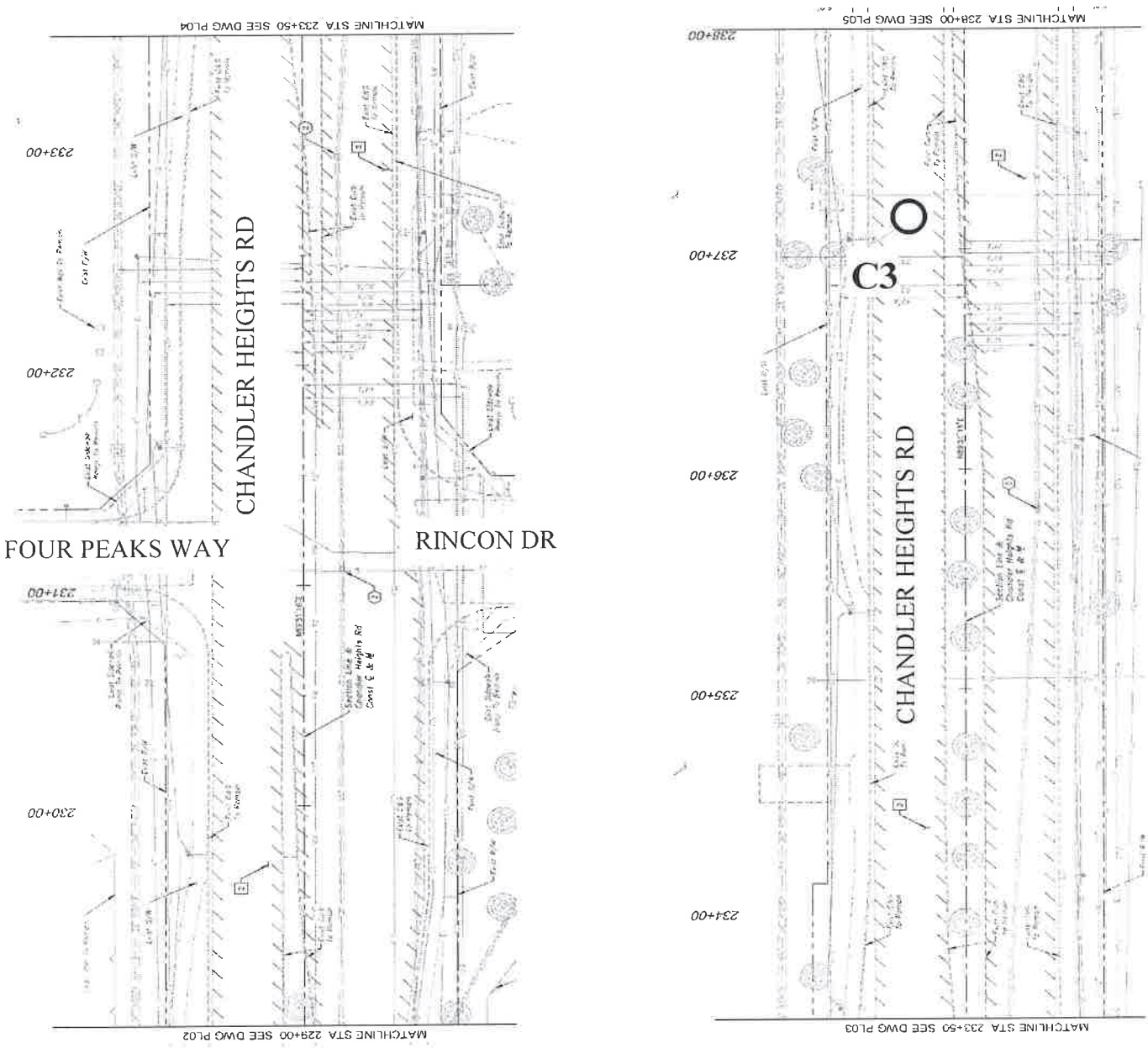
AC Core Location

Not To Scale

SITE PLAN

RAMM Project No. G25046

A1-1



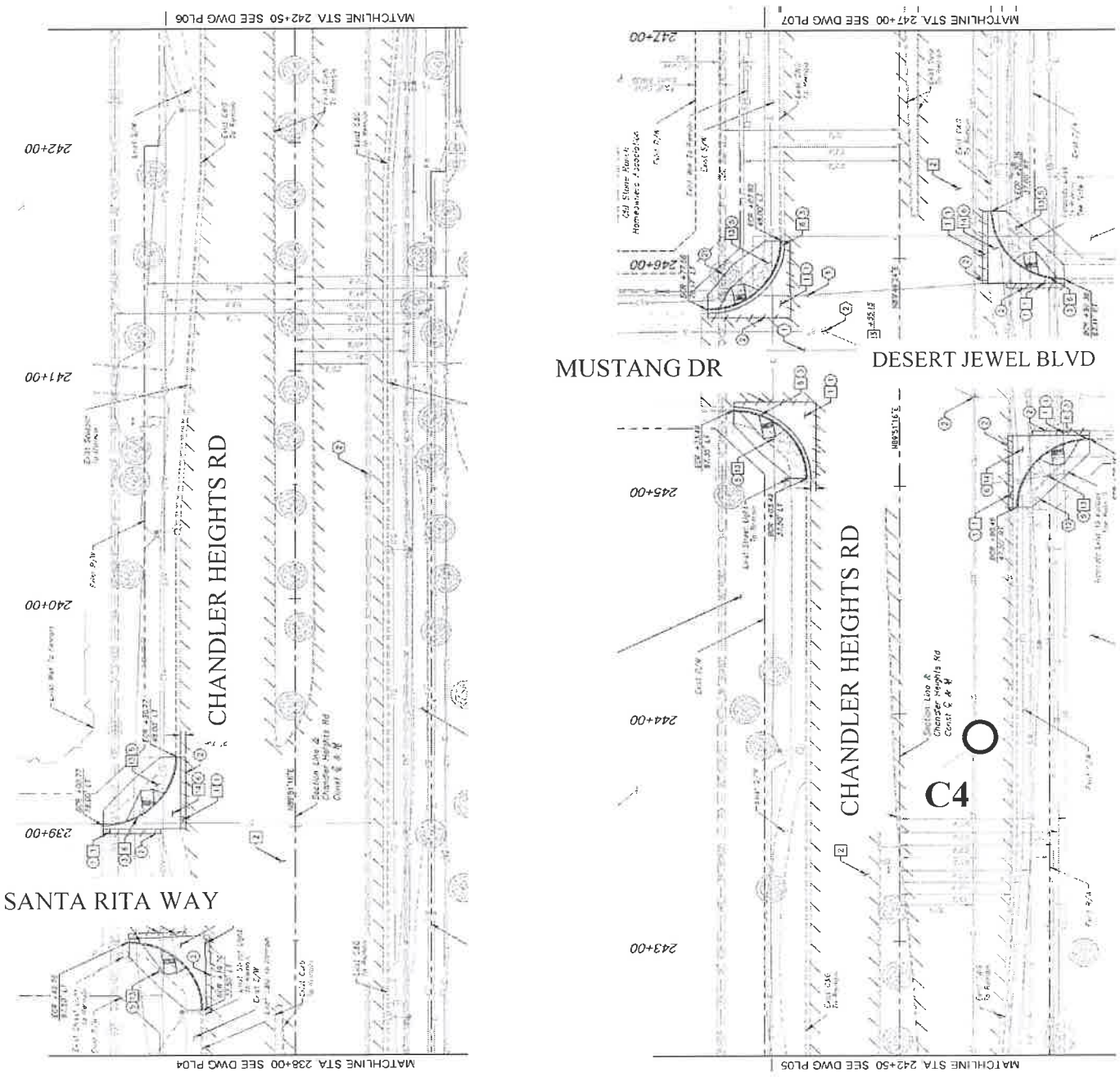
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



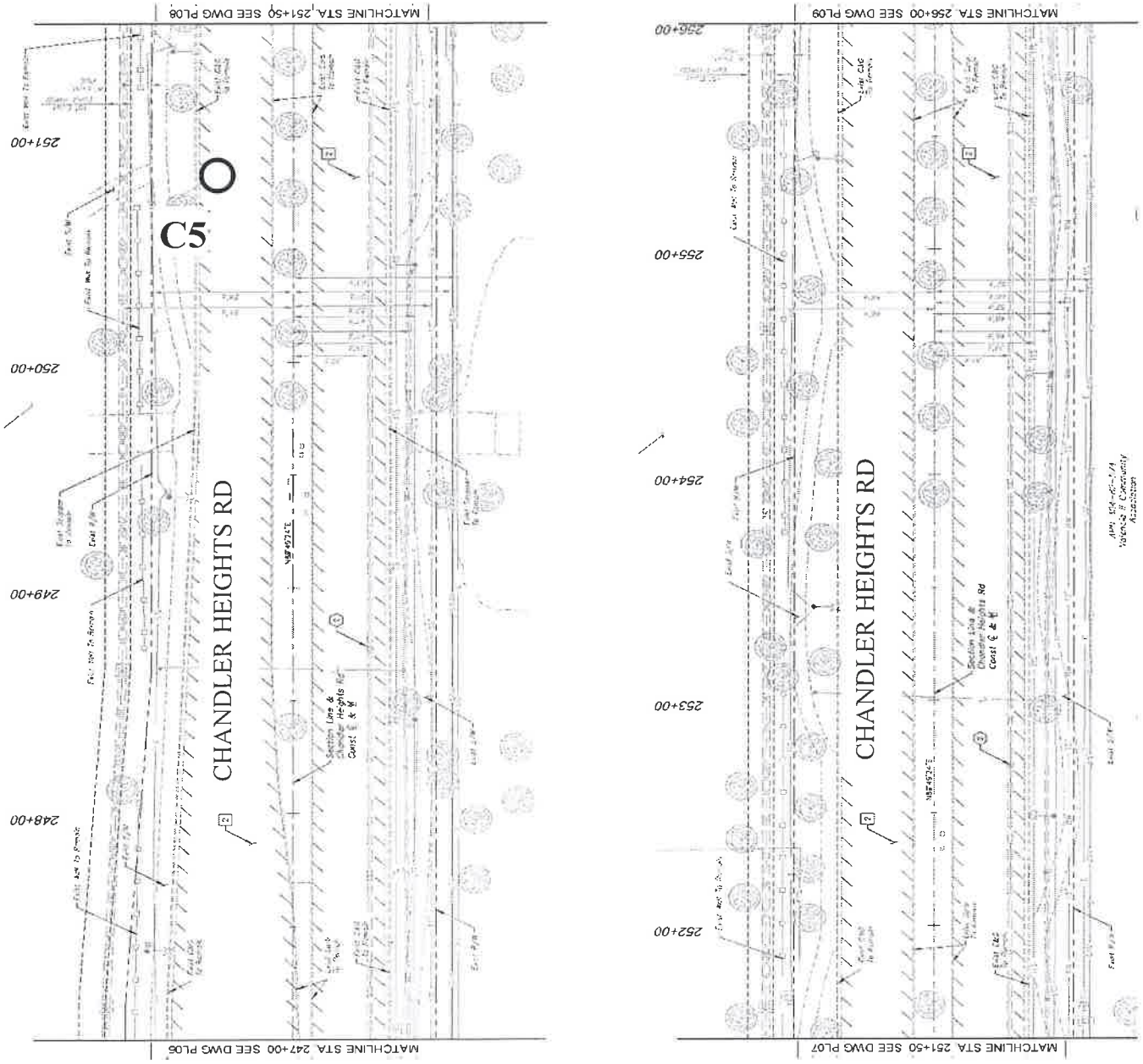
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



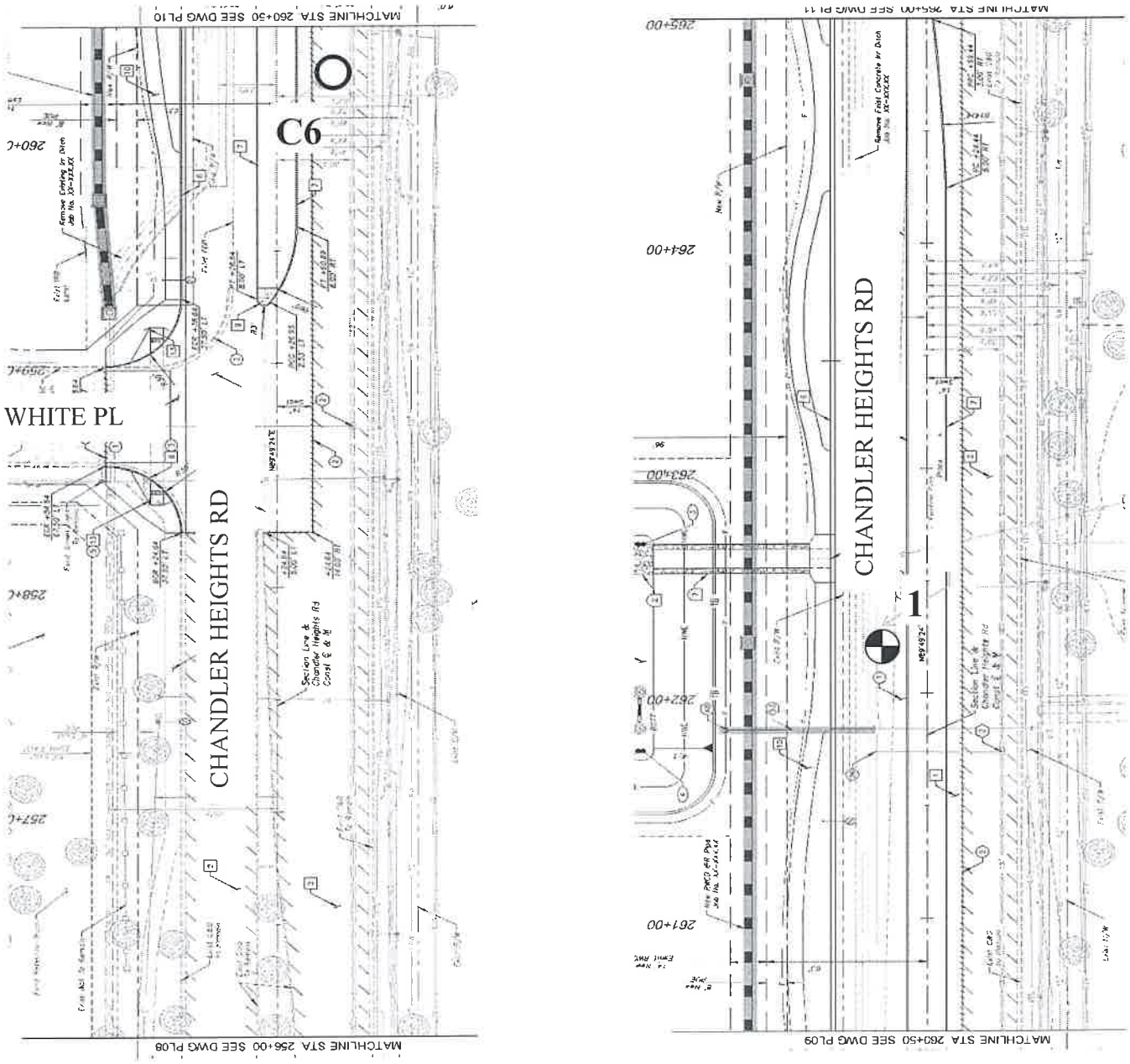
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



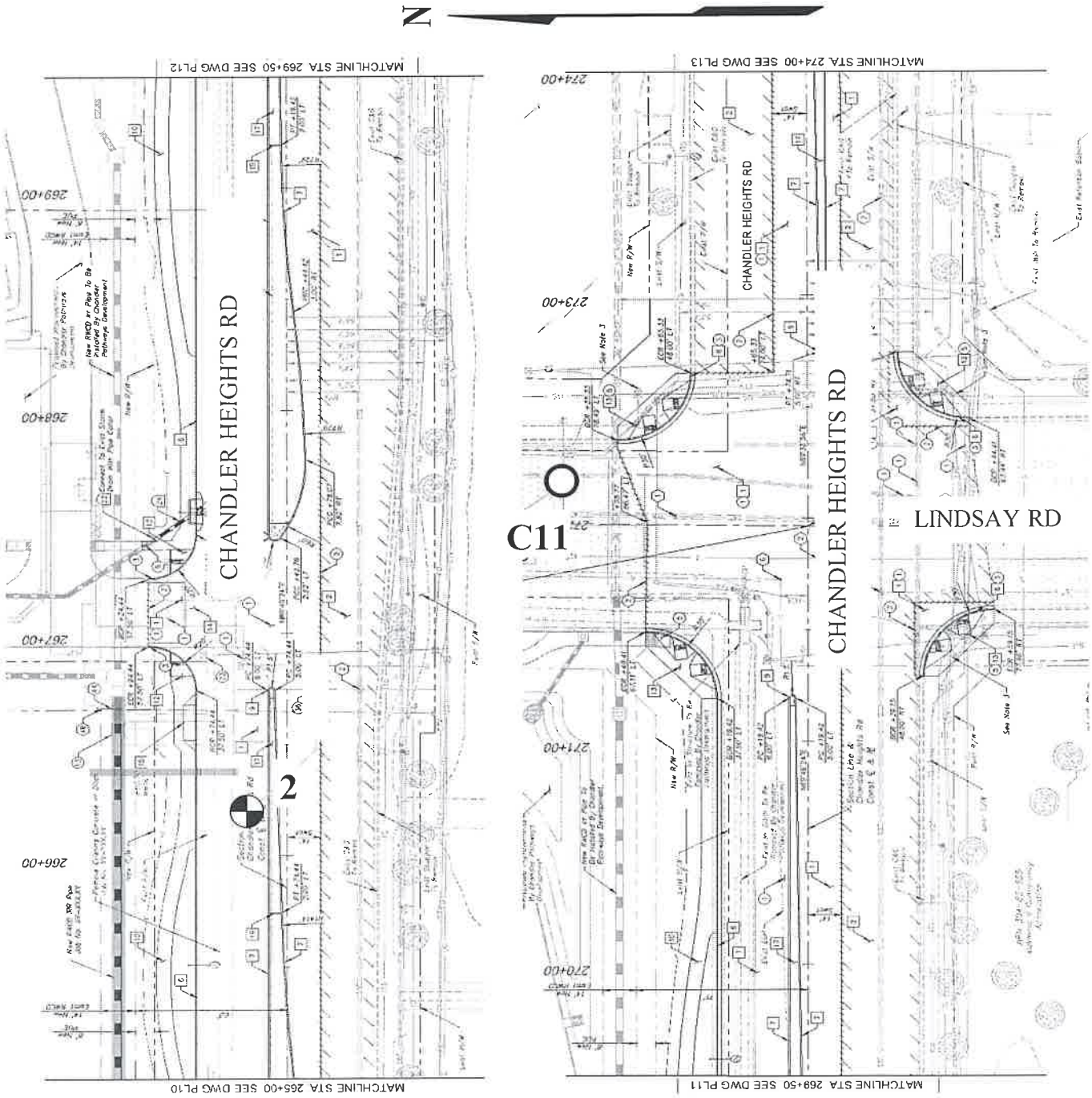
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



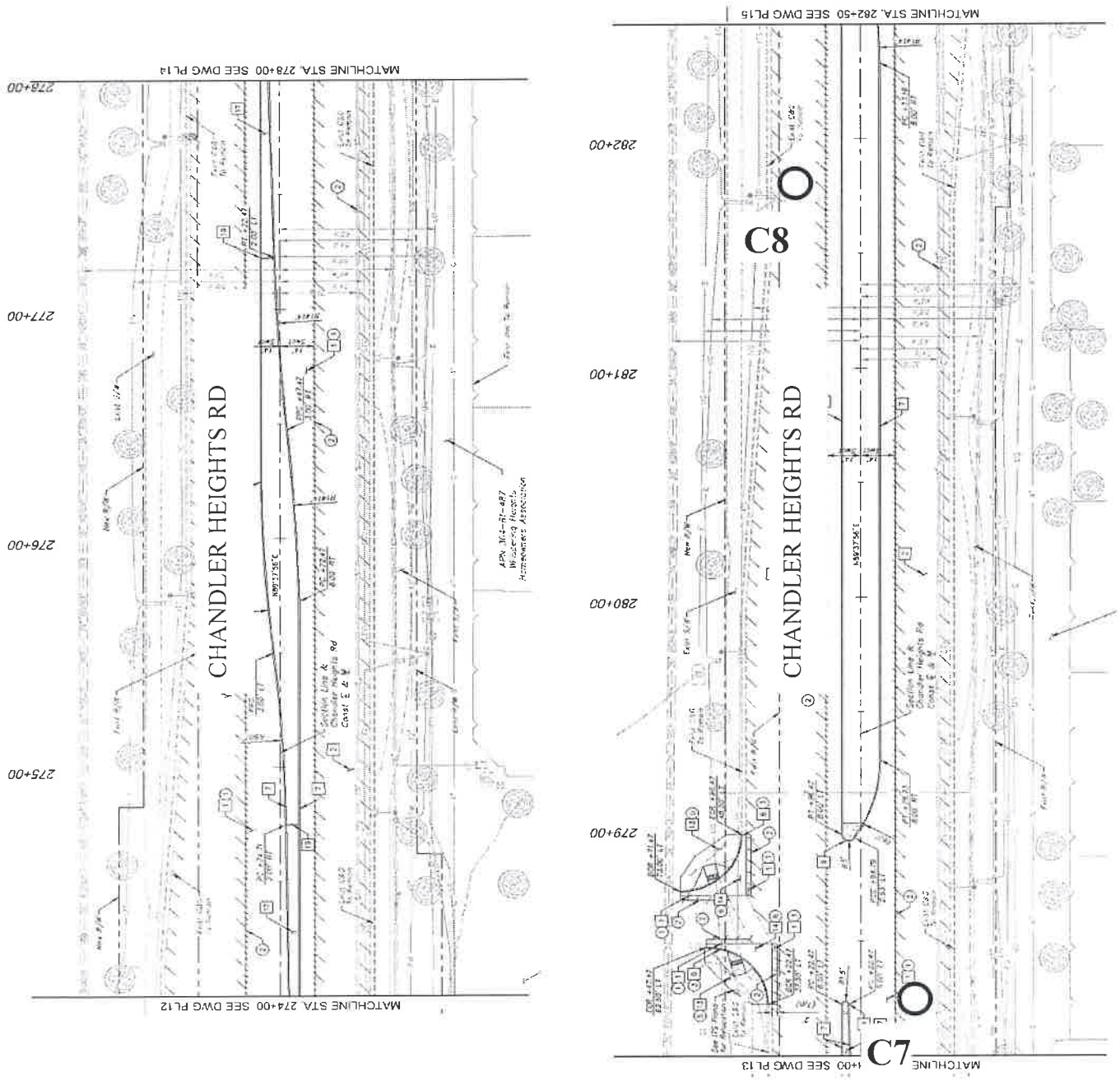
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



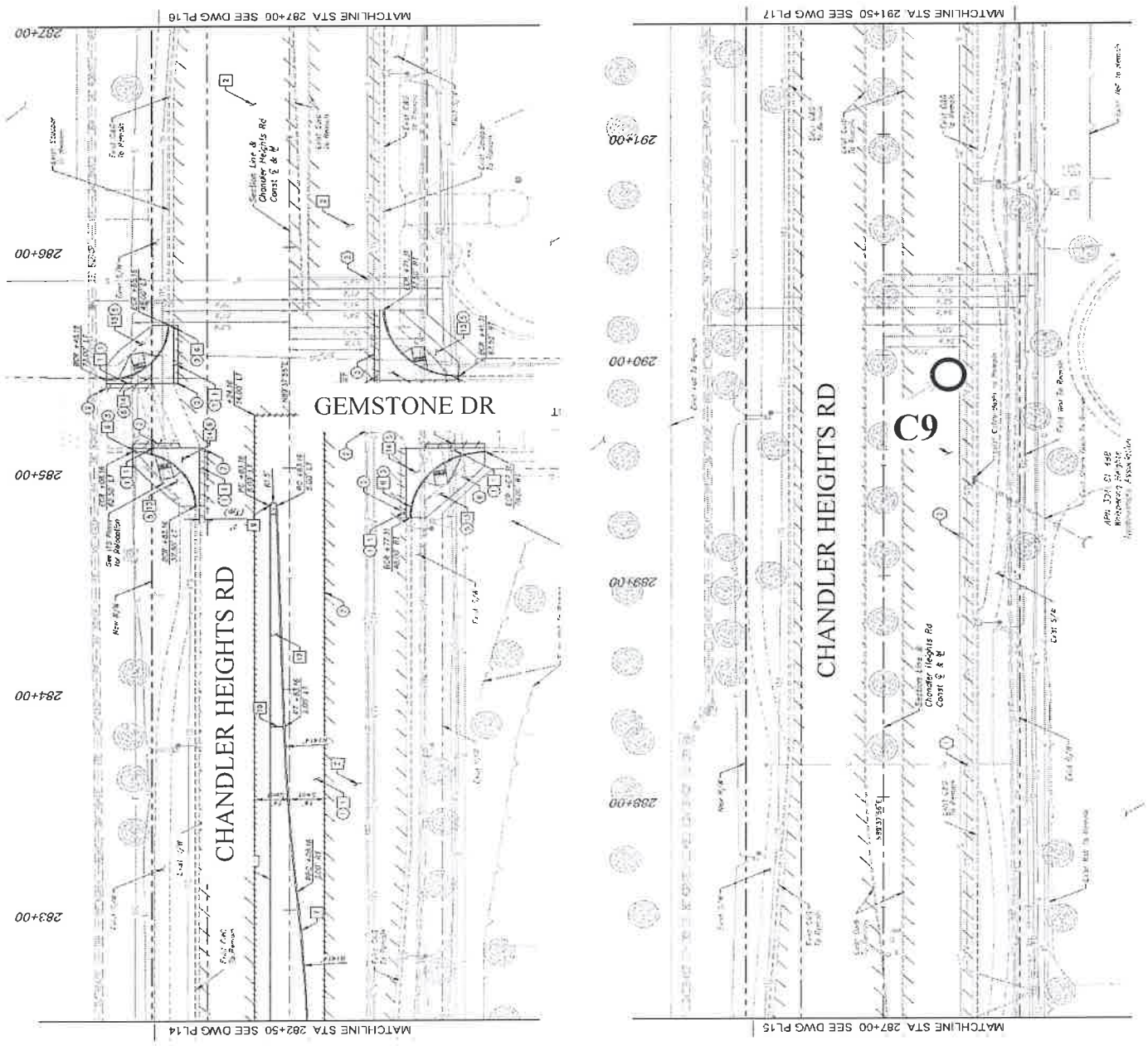
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



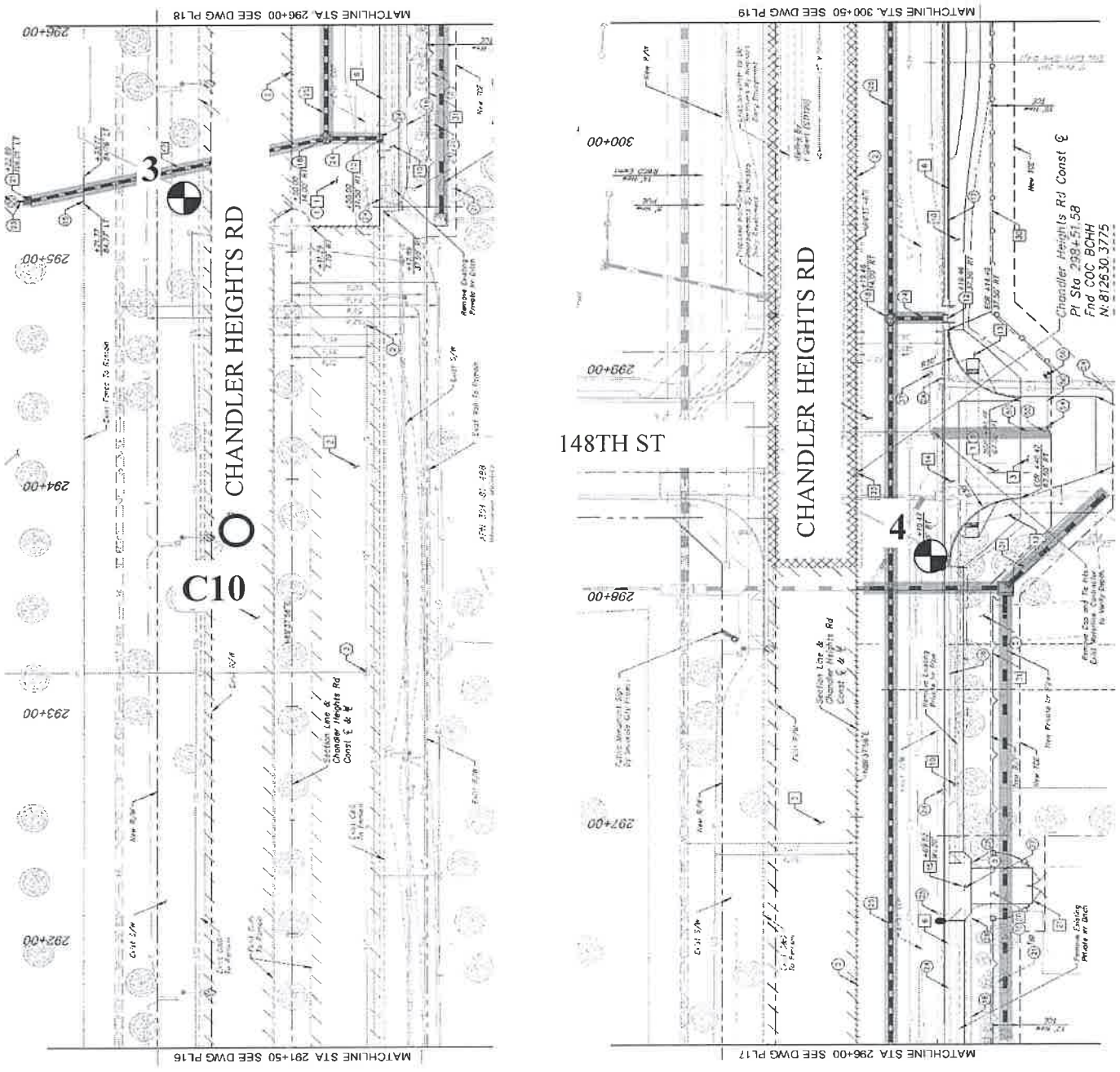
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



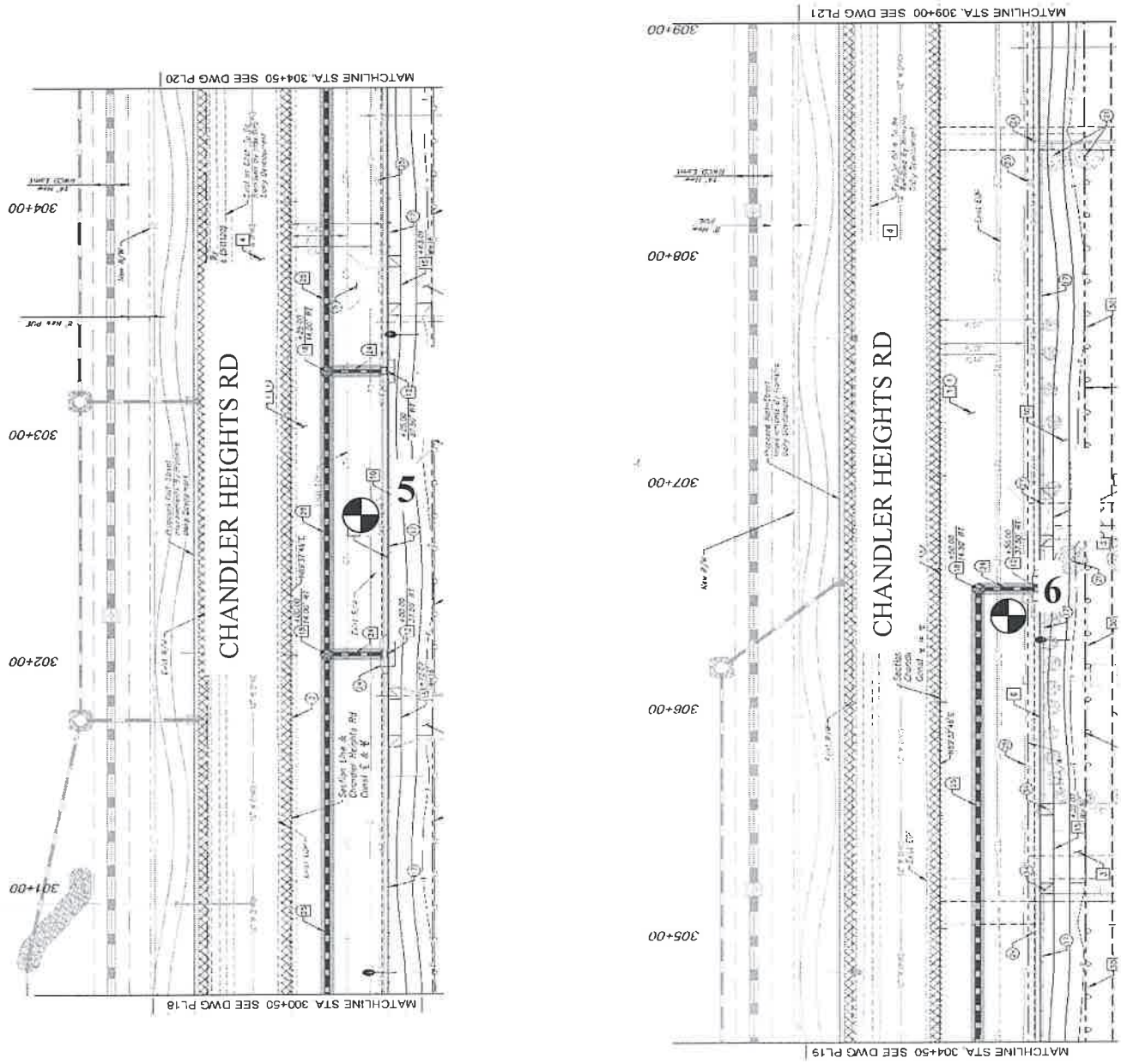
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



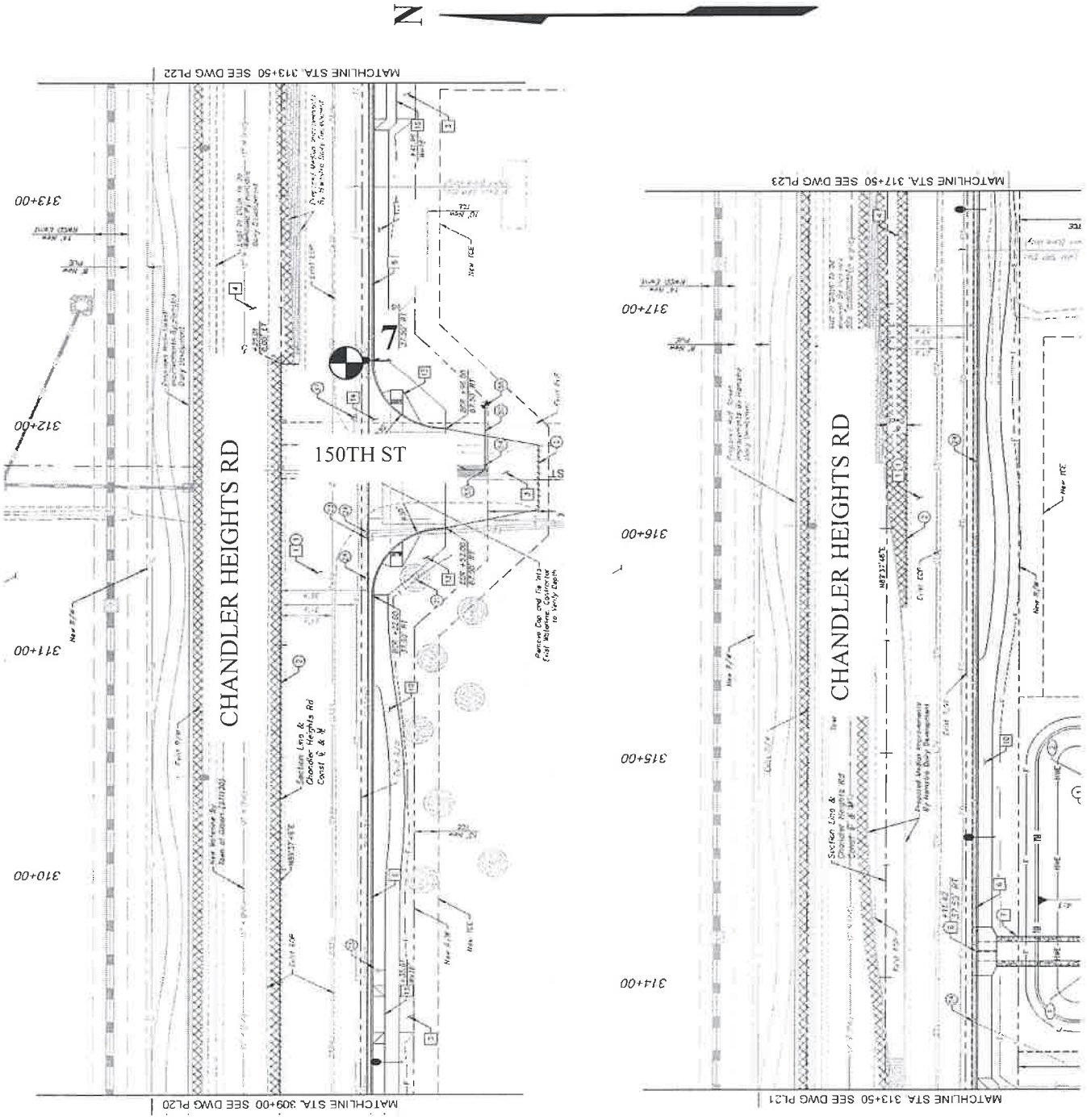
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



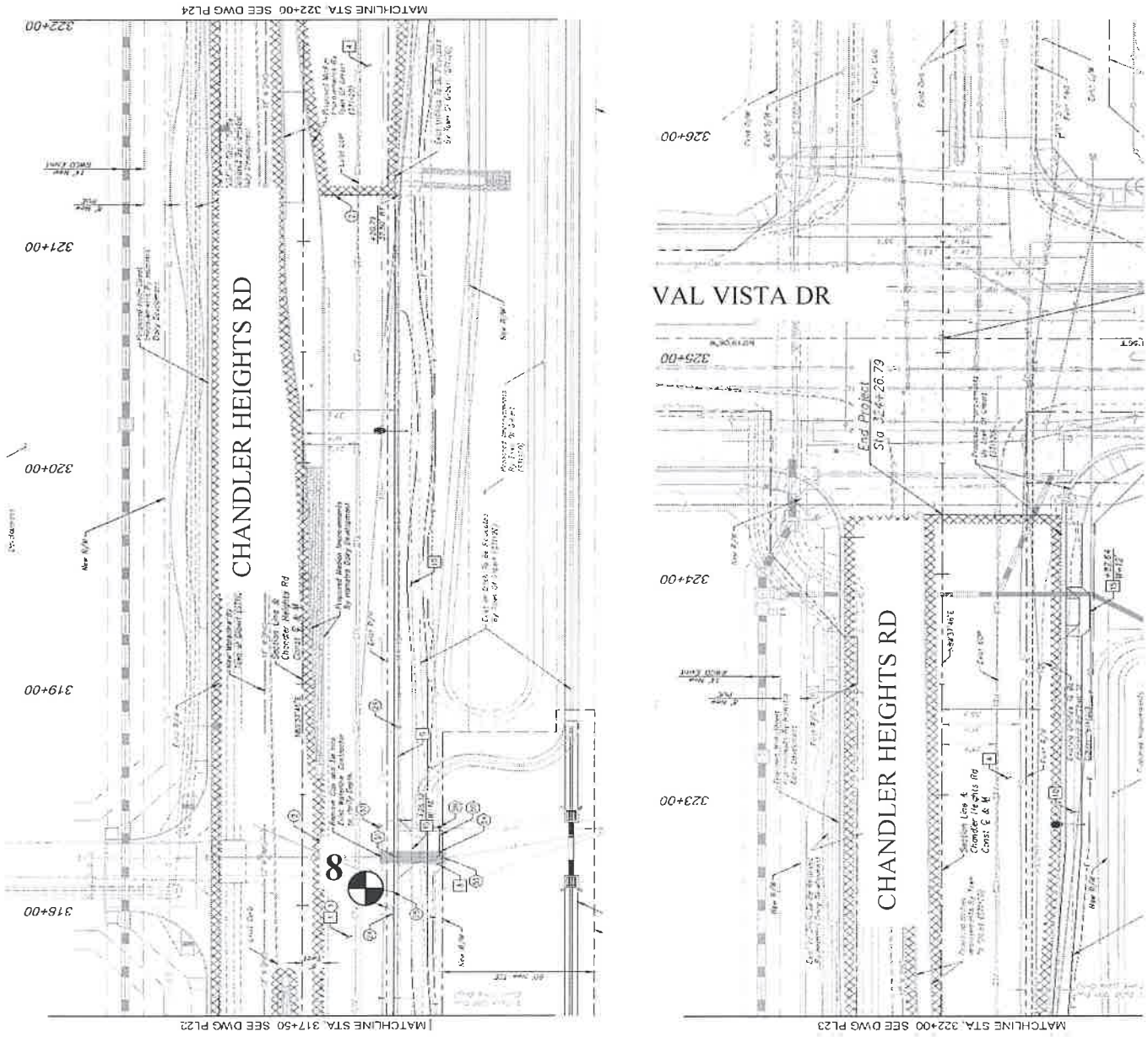
CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN



CHANDLER HEIGHTS ROAD IMPROVEMENTS: GILBERT ROAD TO VAL VISTA DRIVE

Test Boring Location

AC Core Location

Not To Scale

SITE PLAN

BORING GEOMETRY/STATIONING			
Boring No.	Diameter	Station	
1	8 inch	262+21	L17
2	8 inch	266+19	L17
3	8 inch	295+21	L44
4	8 inch	298+13	R29
5	8 inch	302+61	R25
6	8 inch	306+39	R26
7	8 inch	312+25	R25
8	8 inch	318+08	R26
Core No.	Diameter	Station	
C1	6 inch	224+18	L18
C2	6 inch	228+03	R22
C3	6 inch	237+14	L21
C4	6 inch	243+90	R35
C5	6 inch	250+86	L29
C6	6 inch	260+29	R23
C7	6 inch	278+10	R23
C8	6 inch	281+81	L25
C9	6 inch	289+90	R25
C10	6 inch	293+77	L23
C11	6 inch	272+17	L101

CHANDLER HEIGHTS ROAD IMPROVEMENTS:
GILBERT ROAD TO VAL VISTA DRIVE

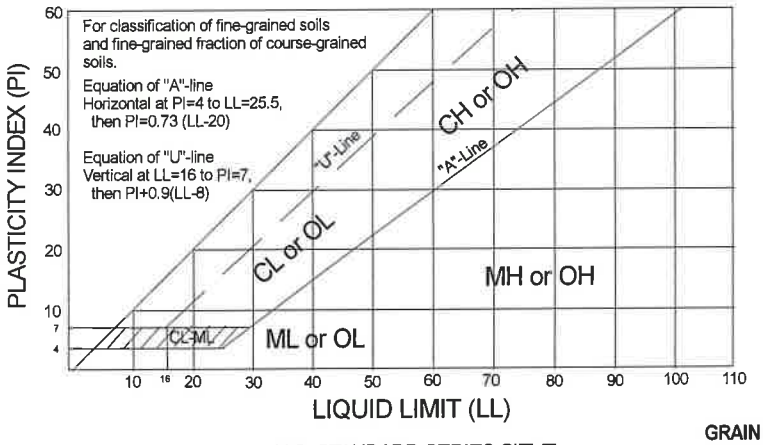
STATIONING

LEGEND

ASTM Designation: D2487-11
(Based on Unified Soil Classification System)

CLASSIFICATION OF SOILS

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests					Soil Classification: Group Symbol	Soil Classification: Name
COARSE-GRAINED SOILS More than 50% retained on No. 200 Sieve	Gravels More than 50% coarse fraction retained on No. 4 Sieve	Clean Gravels Less than 5% fines	Cu >4 and 1 <Cc <3		GW	Well graded gravel
			Cu<4 and/or 1>Cc>3		GP	Poorly graded gravel
		Gravels with Fines More than 12% fines	Fines classify as ML or MH		GM	Silty gravel
			Fines classify as CL or CH		GC	Clayey gravel
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines	Cu >6 and 1 <Cc <3		SW	Well-graded sand
			Cu<6 and/or 1>Cc>3		SP	Poorly graded sand
		Sands with Fines More than 12% fines	Fines classify as ML or MH		SM	Silty sand
			Fines classify as CL or CH		SC	Clayey sand
FINE-GRAINED SOILS 50% or more passes the No. 200 Sieve	Silts and Clays Liquid limit less than 50	Inorganic	PI>7 and plots on or above "A" line		CL	Lean clay
			PI<4 or plots below "A" line		ML	Silt
		Organic	Liquid Limit - oven dried / Liquid limit - not dried	<0.75	OL	Organic clay / Organic silt
	Silts and Clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line		CH	Fat clay
			PI plots below "A" line		MH	Elastic silt
		Organic	Liquid limit - oven dried / Liquid limit - not dried	<0.75	OH	Organic clay / Organic silt
HIGHLY ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor				PT	Peat



TEST BORING LOG DEFINITIONS

Blows per foot using 140 pound hammer with 30 inch free-fall.

Depth, feet	Blows/Foot: C	Blows/Foot: N/R	Sample Type	Dry Density pcf	Water Content, %	Unified Classification	Description

C = Continuous Penetration Resistance (2 inch diameter rod)
N = Standard Penetration Resistance (ASTM D1586)
R = Penetration Resistance (3 inch diameter ring line sampler)
RQD = Rock Quality Designation
▽ = Static Water Level

GRAIN SIZES

U.S. STANDARD SERIES SIEVE	200	40	10	4	3/4"	3"	12"
CLEAR SQUARE SIEVE OPENINGS							
SILTS & CLAYS DISTINGUISHED ON BASIS OF PLASTICITY	SAND			GRAVEL		COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE		

MOISTURE CONDITION (INCREASING MOISTURE →)

DRY — SLIGHTLY DAMP — DAMP — MOIST (Plastic Limit) — VERY MOIST — WET (SATURATED) (Liquid Limit)

CONSISTENCY CORRELATION		RELATIVE DENSITY CORRELATION	
CLAYS & SILTS	BLOWS/FOOT*	SANDS & GRAVELS	BLOWS/FOOT*
VERY SOFT	0-2	VERY LOOSE	0-4
SOFT	2-4	LOOSE	4-10
FIRM	4-8	MEDIUM DENSE	10-30
STIFF	8-16	DENSE	30-50
VERY STIFF	16-32	VERY DENSE	OVER 50
HARD	OVER 32		

*Number of blows of 140 lb hammer falling 30" to drive a 2" O.D. (1-3/8" I.D.) split-spoon sampler (ASTM D1586).

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: 1

Elevation: Not Determined Datum: STA 262+21, L17' Date: 10-9-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
		15	R	104	9	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
		12	R	100	11		
5		16	R	115	13		Medium to high plasticity fines 5.0 to 9.0 feet
10		16	R	104	11		Medium plasticity fines below 9.0 feet.
							Stopped drilling at 11.0 feet. No groundwater observed.
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: 2

Elevation: Not Determined Datum: STA 266+19, L17' Date: 10-9-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
		27	R	119	2	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
		13	R	114	8		Upper 1.0-foot possible fill.
5		15	R	100	17	SC-SM	Clayey Sand – Silty Sand, Some to With Gravel; brown, nearly dry with zones of moist, medium dense, medium to low plasticity fines.
10		16	R	116	5	SM	Sand, Some Silt. Trace Gravel; brown, nearly dry, medium dense, some low plasticly fines.
							Stopped drilling at 11.0 feet. No groundwater observed.
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: 3

Elevation: Not Determined Datum: STA 295+21, L44' Date: 10-9-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
		28	R	92	6		4.75" Asphalt Concrete on Subgrade
						SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
		16	R	102	7		Upper 1.0-foot may be fill.
5		29	R	99	8		
10		25	R	108	6		
						SM	Sand, Some Silt. Trace Gravel; brown, nearly dry, medium dense, some low plasticly fines.
15		29	R	103	5		
							Stopped drilling at 16.0 feet. No groundwater observed.
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: 4

Elevation: Not Determined Datum: STA 298+12, R30' Date: 10-9-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							4.5" Asphalt Concrete on Subgrade
		40	R	118	3	SC-SM	Clayey Sand – Silty Sand, Some to With Gravel; brown, nearly dry with zones of moist, medium dense, medium to low plasticity fines.
		40	R	102	5		
5		50/10"	R	103	4		Upper 1.0-foot may be fill.
10		19	R	109	3		
						SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
15		18	R	109	5		
							Stopped drilling at 16.0 feet. No groundwater observed.
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: 5

Elevation: Not Determined Datum: STA 302+61, R36' Date: 10-10-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
		50/11"	R	127	2		3.75" Asphalt Concrete on 0.5" Base Material
		24	R	110	8	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines. Upper 1.0-foot may be fill.
5		18	R	101	7		
10		18	R	111	4	SM	Sand, Some Silt, Trace Gravel; brown, nearly dry, medium dense, some low plasticity fines.
15		19	R	109	5		
							Stopped drilling at 16.0 feet. No groundwater observed.
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: 6

Elevation: Not Determined Datum: STA 306+39, R26' Date: 10-10-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
		30	R	121	3		4.5" Asphalt Concrete on 4.0" Base Material
		20	R	101	7	SC /CL	Clayey Sand/Sandy Clay, Some Gravel; brown, nearly dry, medium dense/stiff to very stiff, medium plasticity. Upper 1.0-foot may be fill.
5		18	R	94	12		
10		19	R	108	6	SC-SM	Clayey Sand – Silty Sand, Some to With Gravel; brown, nearly dry with zones of moist, medium dense, medium to low plasticity fines.
15		18	R	111	6		
							Stopped drilling at 16.0 feet. No groundwater observed.
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: 7

Elevation: Not Determined Datum: STA 312+25, R25' Date: 10-10-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
		44	R	117	5		5.0" Asphalt Concrete on 4.5" Base Material
		7	R	93	6	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines. Upper 1.0-foot may be fill.
5		50/7"	R	100	7		
10		32	R	112	4	SC-SM	Clayey Sand – Silty Sand, Some to With Gravel; brown, nearly dry with zones of moist, medium dense, medium to low plasticity fines.
							Stopped drilling at 11.0 feet. No groundwater observed.
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: 8

Elevation: Not Determined Datum: STA 318+08, R26' Date: 10-10-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
		39	R	118	2		4.0" Asphalt Concrete on 3.0" Base Material
		7	R	107	9	SC-SM	Clayey Sand – Silty Sand, Some to With Gravel; brown, nearly dry with zones of moist, medium dense, medium to low plasticity fines. Upper 1.0-foot may be fill.
5		21	R	96	9	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
10		32	R	98	23		
							Stopped drilling at 11.0 feet. No groundwater observed.
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C1

Elevation: Not Determined Datum: STA 224+18, L18' Date: 10-8-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							5.0" Asphalt Concrete on Subgrade.
		50/10"	R	119	3	GP-GM	Gravel, With Sand, Some Silt; brown, nearly dry, dense, some non-plastic fines.
5							
							Stopped drilling at 5.0 feet. No groundwater observed.
10							
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C2

Elevation: Not Determined Datum: STA 228+03, R22' Date: 10-8-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							5.75" Asphalt Concrete on 7.0" Base Material
		21	R	117	7	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
5							
							Stopped drilling at 5.0 feet. No groundwater observed.
10							
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C3

Elevation: Not Determined Datum: STA 237+14, L21' Date: 10-9-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							4.25" Asphalt Concrete on 6.5" Base Material
		30	R	123	3	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
5							Stopped drilling at 5.0 feet. No groundwater observed.
10							
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C4

Elevation: Not Determined Datum: STA 243+90, R35' Date: 10-8-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							3.625" Asphalt Concrete on 10.0" Base Material
		24	R	125	9	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
5							
							Stopped drilling at 5.0 feet. No groundwater observed.
10							
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C5

Elevation: Not Determined Datum: STA 250+86, L29' Date: 10-9-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							4.25" Asphalt Concrete on 8.0" Base Material
		28	R	119	11	SC-SM	Clayey Sand – Silty Sand, Some to With Gravel; brown, nearly dry with zones of moist, medium dense, medium to low plasticity fines.
5							Stopped drilling at 5.0 feet. No groundwater observed.
10							
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C6

Elevation: Not Determined Datum: STA 260+29, R23' Date: 10-8-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							1.75" Asphalt Concrete on 8.0" Base Material
		11	R	115	12	SC/CL	Clayey Sand/Sandy Clay, Some Gravel; brown, nearly dry, medium dense/stiff to very stiff, medium plasticity.
5							Stopped drilling at 5.0 feet. No groundwater observed.

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C7

Elevation: Not Determined Datum: STA 278+10, R23' Date: 10-8-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							4 ⅜" Asphalt Concrete on 5.5" Base Material
		22	R	122	9	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
5							Stopped drilling at 5.0 feet. No groundwater observed.
10							
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C8

Elevation: Not Determined Datum: STA 281+81 L25' Date: 10-9-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							4.5" Asphalt Concrete on 5.0" Base Material
		34	R	120	7	SC /CL	Clayey Sand/Sandy Clay, Some Gravel; brown, nearly dry, medium dense/stiff to very stiff, medium plasticity.
5							
							Stopped drilling at 5.0 feet. No groundwater observed.
10							
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C9

Elevation: Not Determined Datum: STA 289+90, R25' Date: 10-9-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							4.25" Asphalt Concrete on 5.5" Base Material
		19	R	118	14	SC /CL	Clayey Sand/Sandy Clay, Some Gravel; brown, nearly dry, medium dense/stiff to very stiff, medium plasticity.
5							Stopped drilling at 5.0 feet. No groundwater observed.

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C10

Elevation: Not Determined Datum: STA 293 + 77, L23' Date: 10-9-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							4.0" Asphalt Concrete on 6.5" Base Material
		21	R	124	9	SC /CL	Clayey Sand/Sandy Clay, Some Gravel; brown, nearly dry, medium dense/stiff to very stiff, medium plasticity.
5							
							Stopped drilling at 5.0 feet. No groundwater observed.
10							
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

TEST BORING LOG

Project: Chandler Heights Road Improvements, Chandler, Arizona Test Boring: C11

Elevation: Not Determined Datum: STA 272+17, L101' Date: 10-8-19

Depth, feet	Blows/Foot C	Blows/Foot N/R	Sample Type	Dry Density, pcf	Water Content, %	Unified Classification	Description
							3.5" Asphalt Concrete on 14.5" Base Material
		24 8	R N	NR	10	SC	Clayey Sand, Some to With Gravel; brown, nearly dry to slightly damp, medium dense, medium plasticity fines.
5							Stopped drilling at 5.0 feet. No groundwater observed.
10							
15							
20							
25							

This boring log represents the conditions encountered on the date of drilling at this particular location. No other warranty is expressed or implied to the actual conditions which may exist within the vicinity of this boring location.

INITIAL
APPENDIX B
LABORATORY ANALYSIS

R·A·M·M

LABORATORY TEST RESULTS

Date: 3-Aug-20

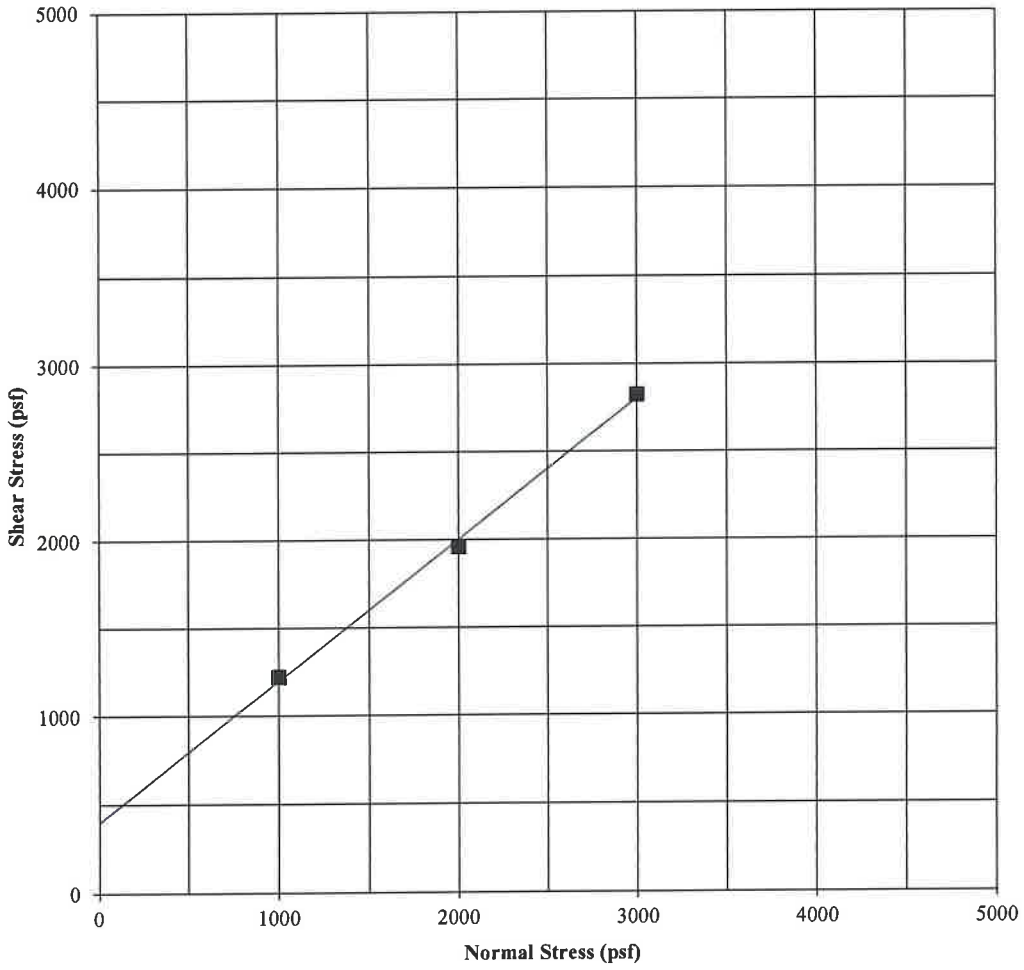
SAMPLE SOURCE: 1 @ 2.5'-3.5'

TESTING PERFORMED: Direct Shear (AASHTO T236) - Driven Ring Sample

SAMPLED BY: RAMM/Durot

RESULTS:

Dry Density (pcf):	100	Moisture Content (%):	11
Cohesion (psf):	400	Friction Angle (phi):	39



REMARKS: Samples not submerged prior to testing.

LABORATORY TEST RESULTS

Date: 3-Aug-20

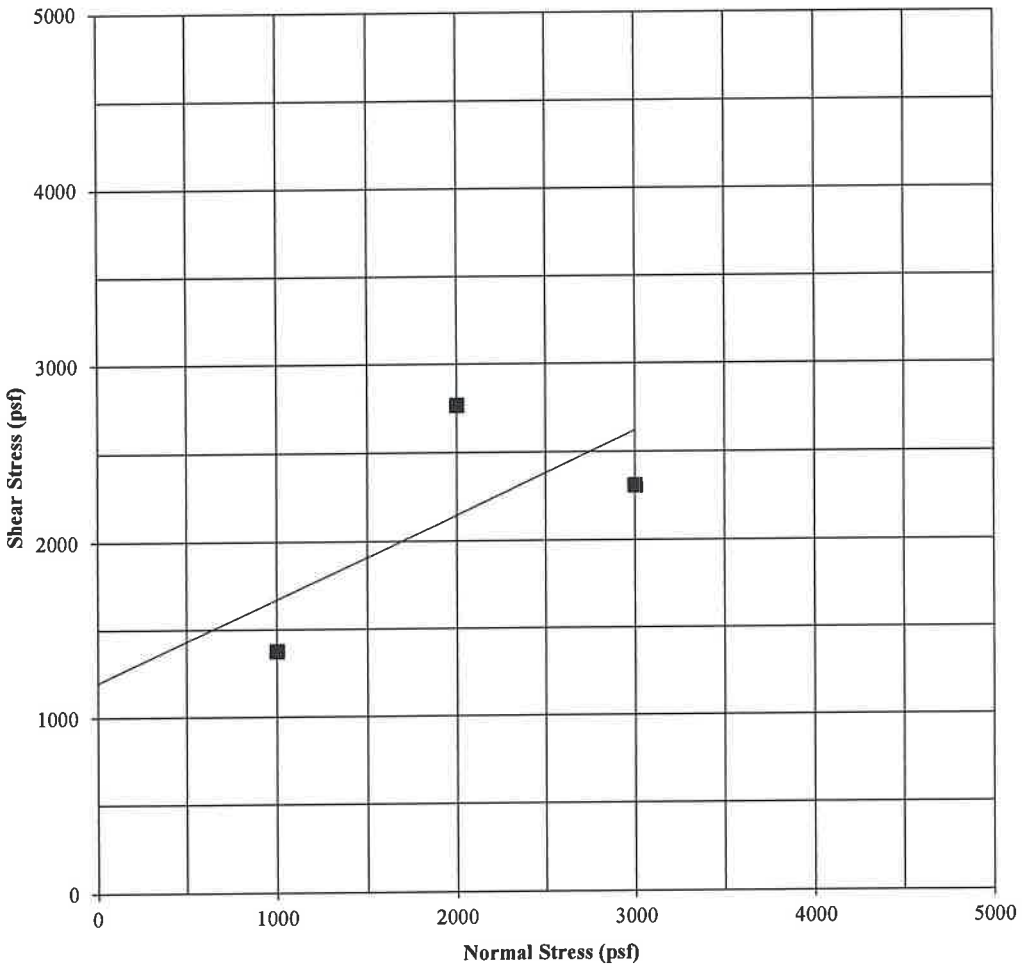
SAMPLE SOURCE: 2 @ 5'-6'

TESTING PERFORMED: Direct Shear (AASHTO T236) - Driven Ring Sample

SAMPLED BY: RAMM/Durot

RESULTS:

Dry Density (pcf):	100	Moisture Content (%):	17
Cohesion (psf):	1200	Friction Angle (phi):	25



REMARKS: Samples not submerged prior to testing.

LABORATORY TEST RESULTS

Date: 3-Aug-20

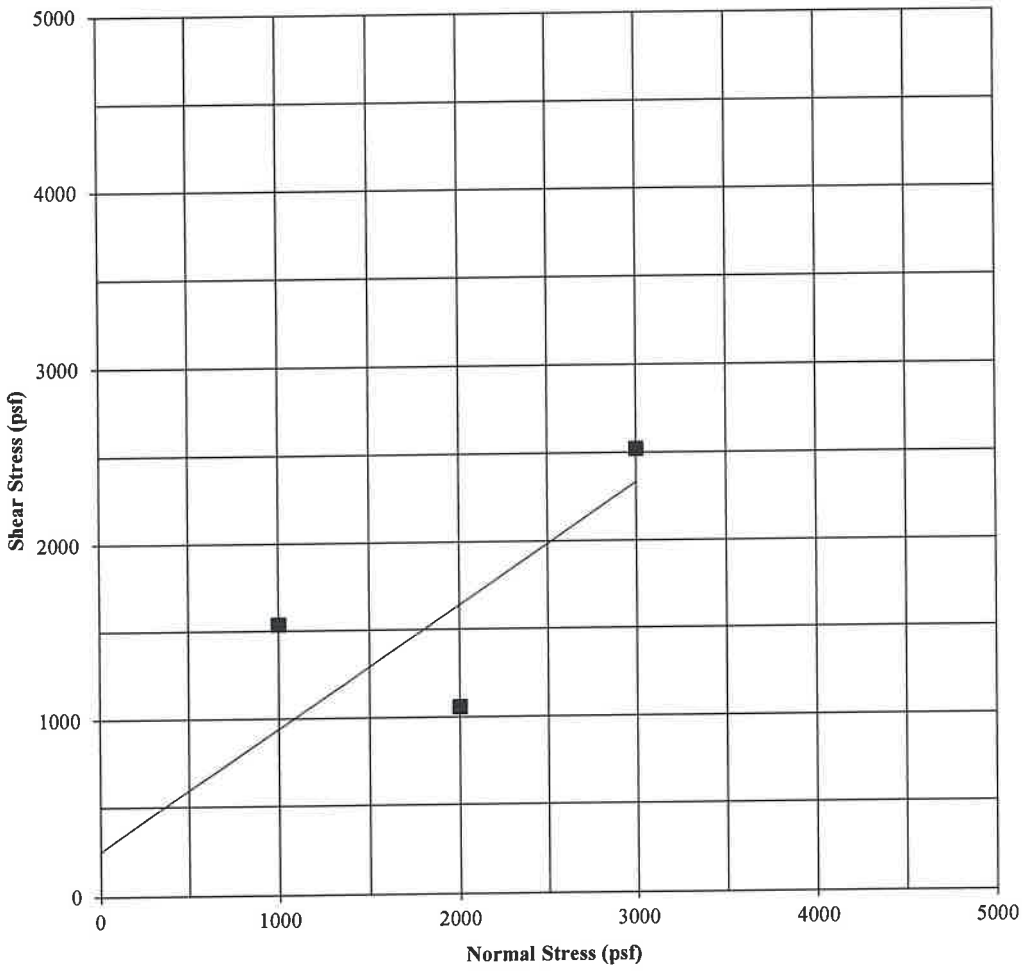
SAMPLE SOURCE: 3 @ 10'-11'

TESTING PERFORMED: Direct Shear (AASHTO T236) - Driven Ring Sample

SAMPLED BY: RAMM/Durot

RESULTS:

Dry Density (pcf):	108	Moisture Content (%):	6
Cohesion (psf):	300	Friction Angle (phi):	34



REMARKS: Samples not submerged prior to testing.

LABORATORY TEST RESULTS

Date: 3-Aug-20

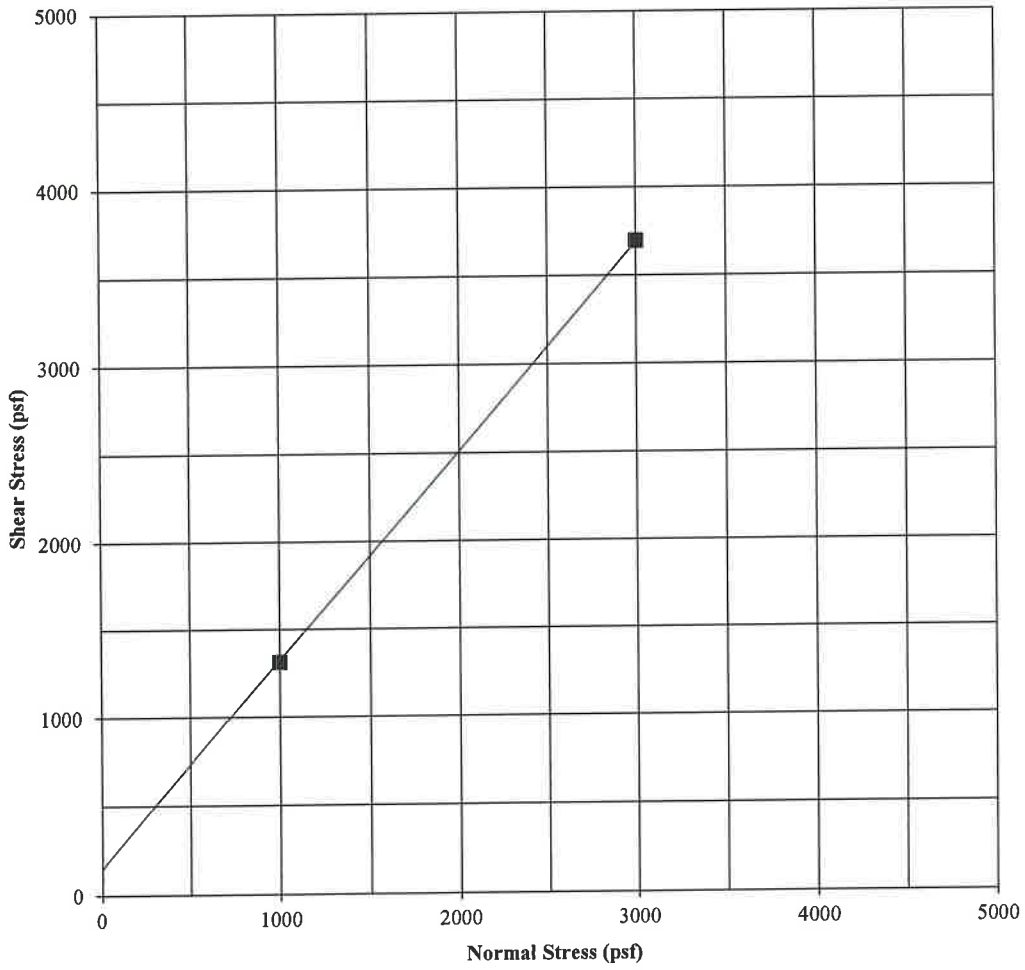
SAMPLE SOURCE: 4 @ 2.5'-3.5'

TESTING PERFORMED: Direct Shear (AASHTO T236) - Driven Ring Sample

SAMPLED BY: RAMM/Durot

RESULTS:

Dry Density (pcf):	102	Moisture Content (%):	5
Cohesion (psf):	200	Friction Angle (phi):	50



REMARKS: Samples not submerged prior to testing.

LABORATORY TEST RESULTS

Date: 3-Aug-20

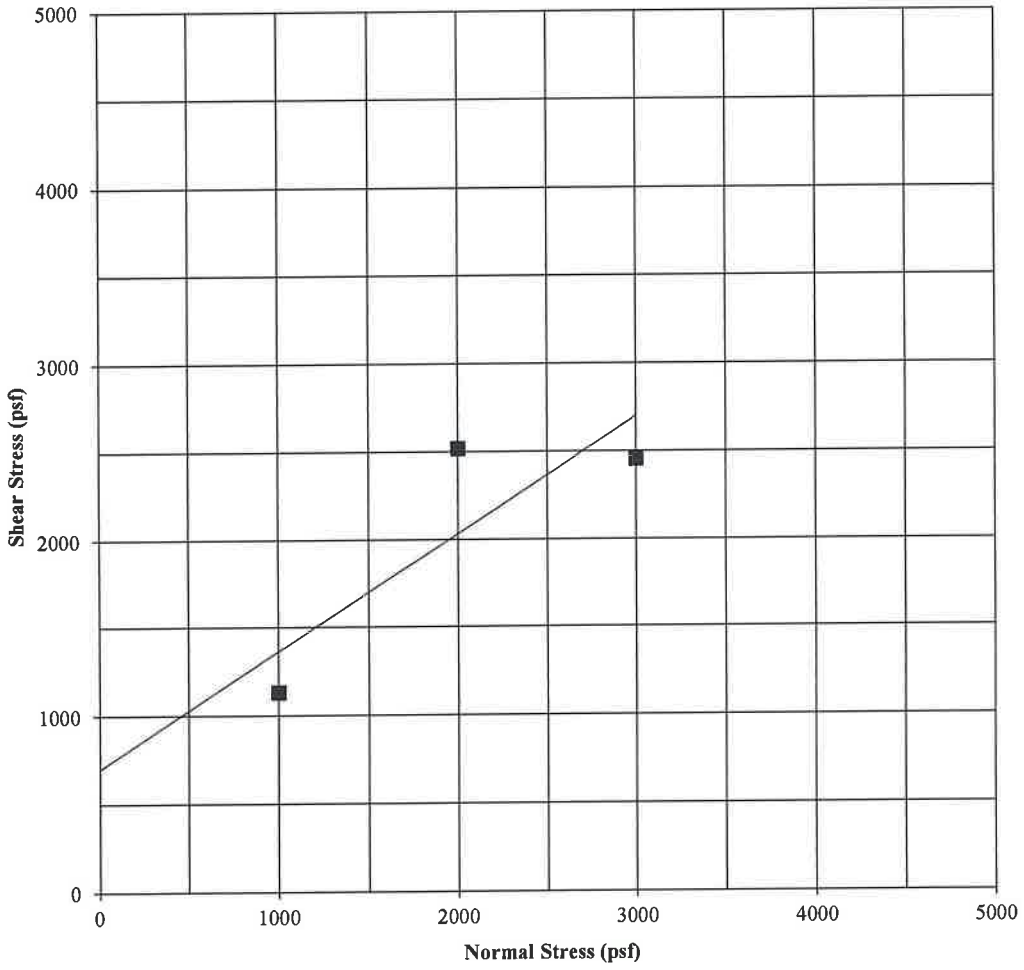
SAMPLE SOURCE: 5 @ 5'-6'

TESTING PERFORMED: Direct Shear (AASHTO T236) - Driven Ring Sample

SAMPLED BY: RAMM/Durot

RESULTS:

Dry Density (pcf):	101	Moisture Content (%):	9
Cohesion (psf):	700	Friction Angle (phi):	34



REMARKS: Samples not submerged prior to testing.

LABORATORY TEST RESULTS

Date: 3-Aug-20

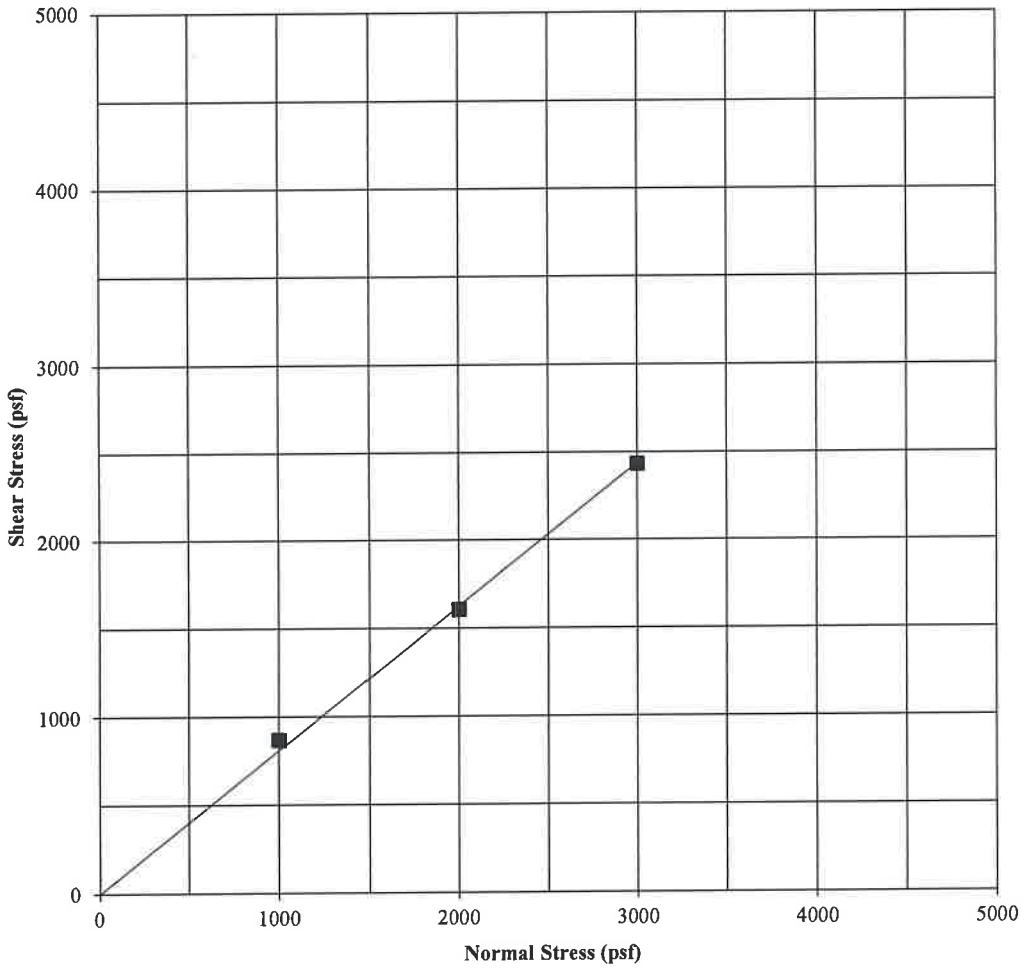
SAMPLE SOURCE: 6 @10'-11'

TESTING PERFORMED: Direct Shear (AASHTO T236) - Driven Ring Sample

SAMPLED BY: RAMM/Durot

RESULTS:

Dry Density (pcf):	108	Moisture Content (%):	6
Cohesion (psf):	0	Friction Angle (phi):	39



REMARKS: Samples not submerged prior to testing.

LABORATORY TEST RESULTS

Date: 3-Aug-20

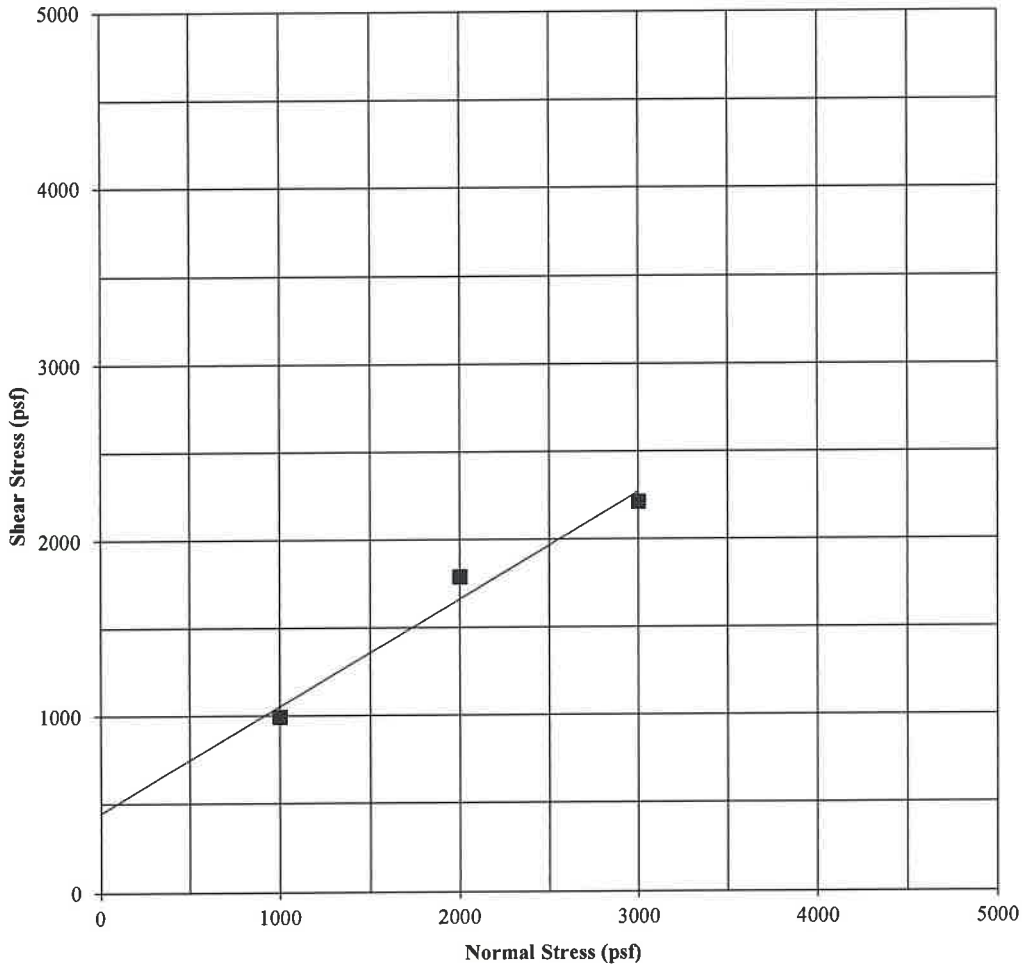
SAMPLE SOURCE: 7 @ 5'-6'

TESTING PERFORMED: Direct Shear (AASHTO T236) - Driven Ring Sample

SAMPLED BY: RAMM/Durot

RESULTS:

Dry Density (pcf):	100	Moisture Content (%):	7
Cohesion (psf):	400	Friction Angle (phi):	31



REMARKS: Samples not submerged prior to testing.

LABORATORY TEST RESULTS

Date: 3-Aug-20

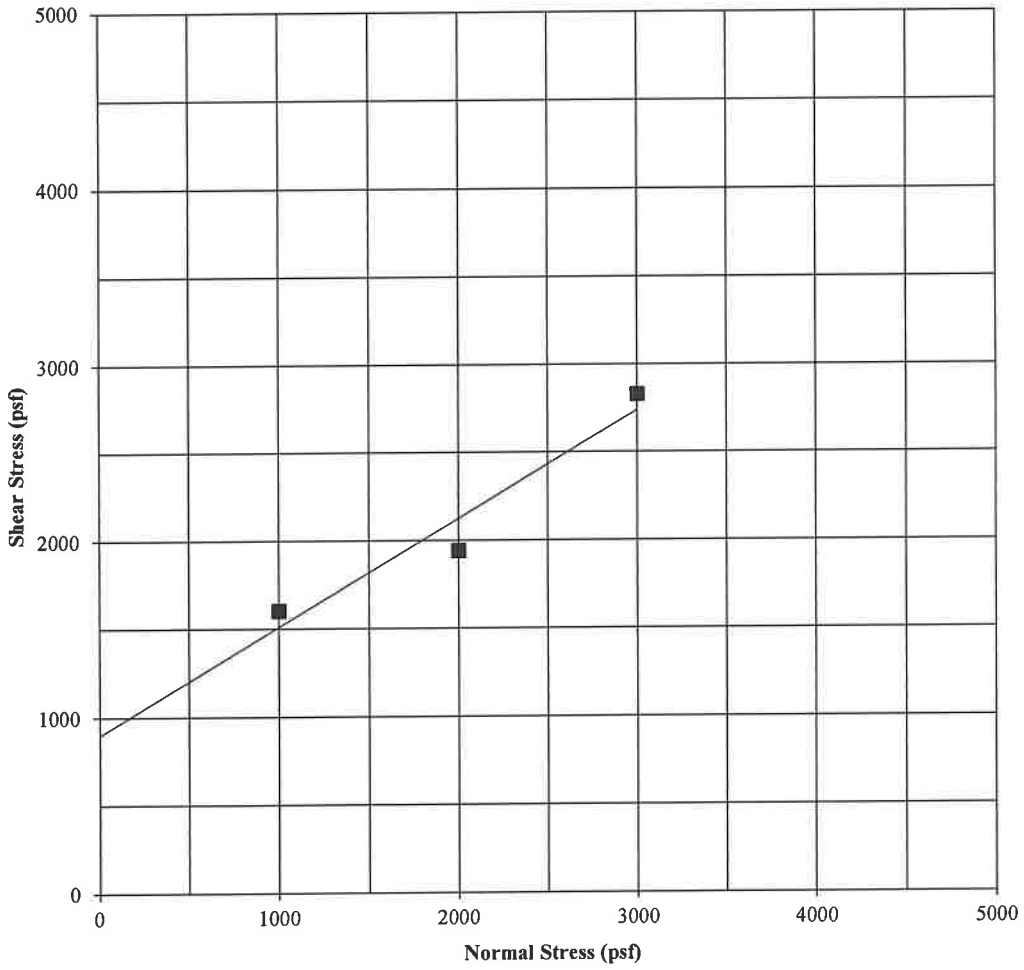
SAMPLE SOURCE: 8 @ 2.5'-3.5'

TESTING PERFORMED: Direct Shear (AASHTO T236) - Driven Ring Sample

SAMPLED BY: RAMM/Durot

RESULTS:

Dry Density (pcf):	107	Moisture Content (%):	9
Cohesion (psf):	900	Friction Angle (phi):	32



REMARKS: Samples not submerged prior to testing.

LABORATORY TEST RESULTS

Date: 3-Aug-20

SAMPLE SOURCE: As noted below

TESTING PERFORMED: Sieve Analysis, Percent Passing No. 200 Sieve, Atterberg Limits (ASTM C136, D1140, D4318)

SAMPLED BY: RAMM/Durot

RESULTS:

Sample Source	Atterberg Limits		Sieve Size - Accumulative Percent Passing											Soil Class.*
	LL	PI	200	100	50	30	16	8	4	3/4"	1"	2"	3"	
1 @ 0'-5'	29	12	36	48	61	71	77	80	83	90	100			SC
1 @ 5'-10'	46	28	37	47	63	76	83	87	90	100				SC
2 @ 0'-5'	31	16	44	56	69	78	83	88	85	94	94	100		SC
2 @ 5'-10'	22	6	43	56	77	92	95	97	98	100				SC-SM
3 @ 0'-5'	23	10	47	61	80	92	96	98	99	100				SC
3 @ 10'-15'	28	10	35	52	77	89	93	96	97	97	100			SC
4 @ 0'-5'	24	5	32	42	57	67	73	77	82	90	100			SC-SM
4 @ 10'-15'	26	12	19	30	47	67	79	85	91	100				SC
5 @ 0'-5'	26	9	35	46	62	73	77	82	86	100				SC
5 @ 10'-15'	N/A	NP	18	30	52	79	88	93	96	100				SM
6 @ 0'-5'	28	12	43	54	67	77	82	85	89	100				SC
6 @ 10'-15'	28	9	25	34	51	65	72	78	83	100				SC
7 @ 0'-5'	24	8	39	52	67	78	84	88	92	96	100			SC
7 @ 5'-10'	28	10	41	63	82	91	95	97	99	100				SC
8 @ 0'-5'	21	6	33	44	60	70	75	79	83	95	100			SC-SM
8 @ 5'-10'	30	11	45	56	70	79	84	88	91	100				SC
Composite:														
C1 @ .5'-2' &														
C1 @ 2'-5'	N/A	NP	11	15	22	30	38	45	54	96	100			GP-GM
C2 @ 1.5'-5'	29	10	32	43	56	69	78	87	94	100				SC
C3 @ 1.5'-5'	26	10	30	41	49	60	69	78	87	100				SC
C4 @ 2'-3'	27	12	32	40	50	60	68	74	81	94	100			SC
C5 @ 1.5'-5'	20	4	32	40	51	60	67	74	82	98	100			SC-SM
C6 @ 1.5'-5'	29	12	44	53	65	75	83	88	94	100				SC
C7 @ 1'-5'	25	8	30	40	53	65	74	81	88	100				SC
C8 @ 1'-5'	31	15	44	53	66	76	82	87	92	100				SC
C9 @ 1.5'-5'	39	23	37	47	61	73	80	86	92	100				SC
C10 @ 1.5'-5'	29	14	44	55	70	82	89	94	98	100				SC
C11 @ 1.5'-5'	24	8	37	45	55	63	68	73	78	98	100			SC

NP = Non-Plastic

* Unified Soil Classification System

LABORATORY TEST RESULTS

Date: 3-Aug-20

SAMPLE SOURCE: As noted below

TESTING PERFORMED: Percent Expansion (ASTM D4546)

SAMPLED BY: RAMM/Durot

RESULTS:

Sample Source	Percent Expansion*	Remolded Dry Density (pcf)	Remolded Moisture Content (%)
2 @ 0'-5'	3.0	112	11
3 @ 0'-5'	0.9	111	11
5 @ 0'-5'	0.9	114	10
6 @ 0'-5'	1.3	111	11
8 @ 0'-5'	0.3	114	10

* Based upon sample remolded to 95% of the estimated maximum dry density at 2% below the estimated optimum moisture content, with a surcharge pressure of 100 psf.

LABORATORY TEST RESULTS

Date: 3-Aug-20

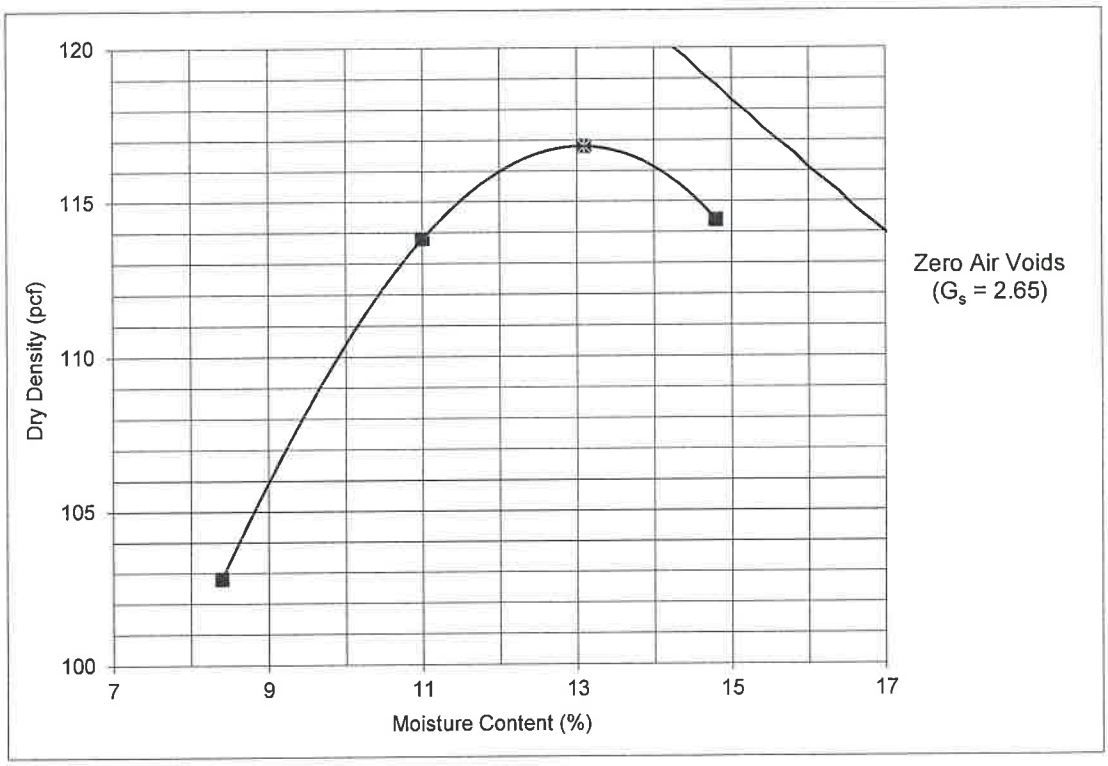
SAMPLE SOURCE: 1 @ 0'-5'

TESTING PERFORMED Maximum Density-Optimum Moisture Determination (ASTM D698 Method A)

SAMPLED BY: RAMM/Durot

RESULTS:

Maximum Density (pcf) = 116.8 Optimum Moisture (%) = 13.1



LABORATORY TEST RESULTS

Date: 3-Aug-20

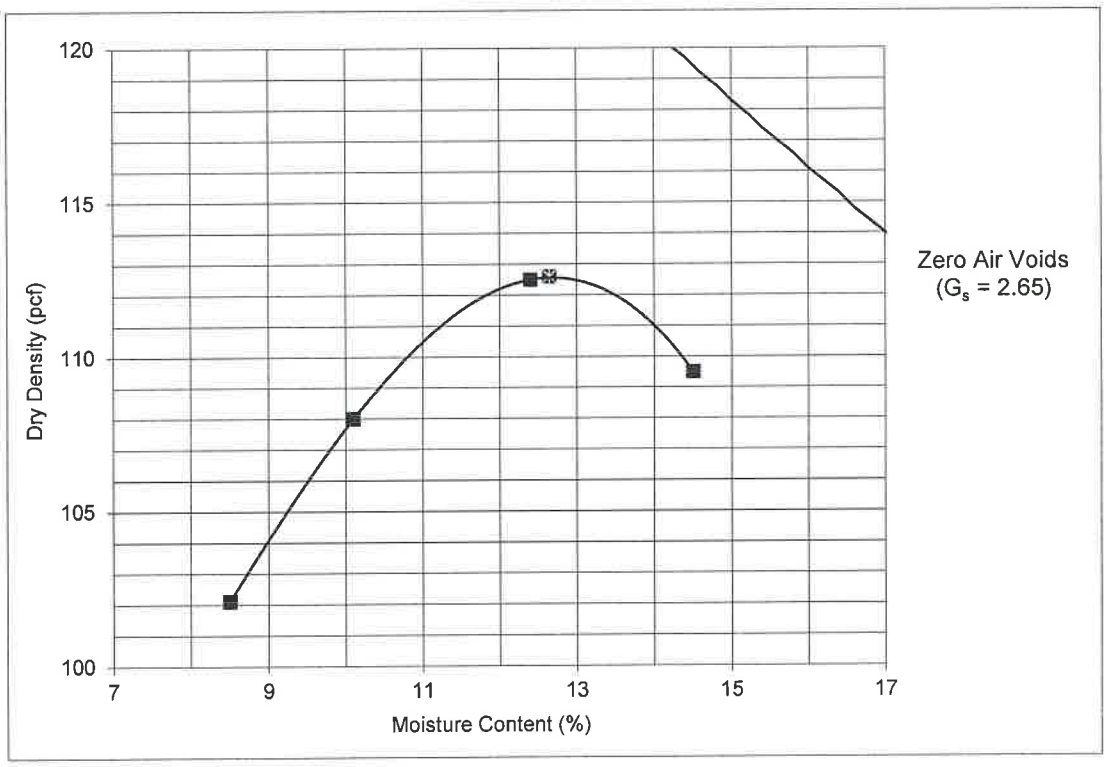
SAMPLE SOURCE: Composite: 2 @ 0'-5' & 2 @ 5'-10'

TESTING PERFORMED Maximum Density-Optimum Moisture Determination (ASTM D698 Method A)

SAMPLED BY: RAMM/Durot

RESULTS:

Maximum Density (pcf) = 112.6 Optimum Moisture (%) = 12.7



LABORATORY TEST RESULTS

Date: 3-Aug-20

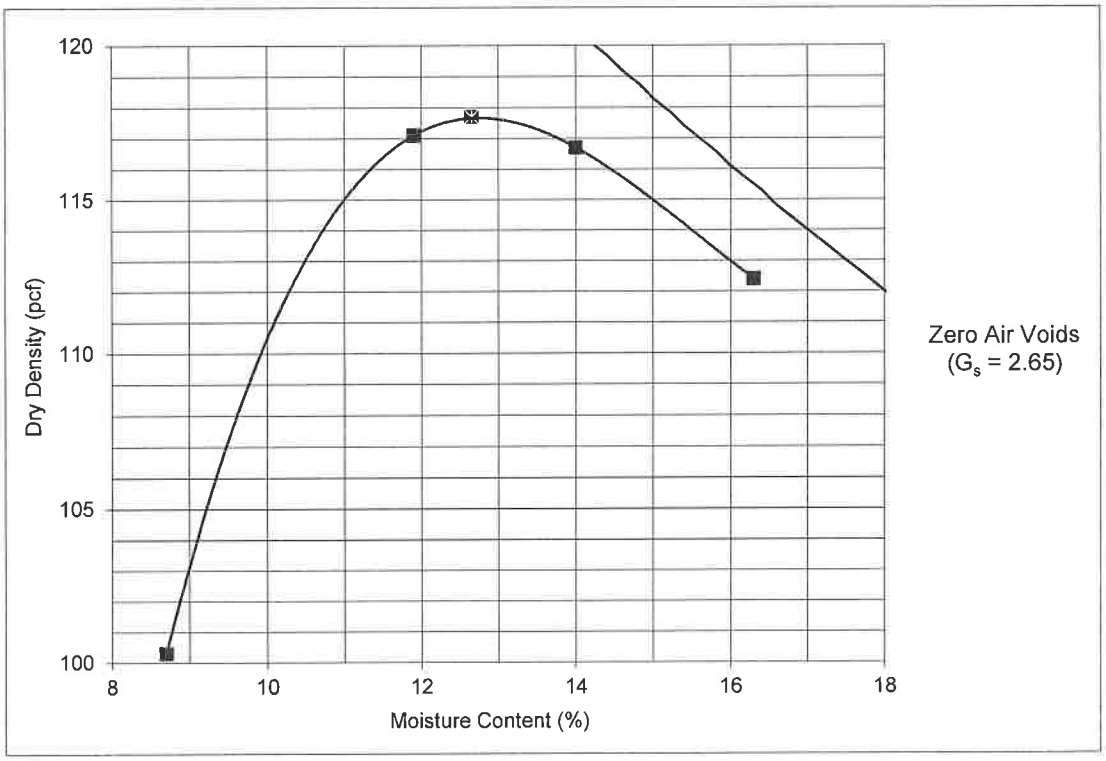
SAMPLE SOURCE: Composite: 3 @ 5'-10' & 3 @ 10'-15'

TESTING PERFORMED Maximum Density-Optimum Moisture Determination (ASTM D698 Method A)

SAMPLED BY: RAMM/Durot

RESULTS:

Maximum Density (pcf) = 117.7 Optimum Moisture (%) = 12.7



LABORATORY TEST RESULTS

Date: 3-Aug-20

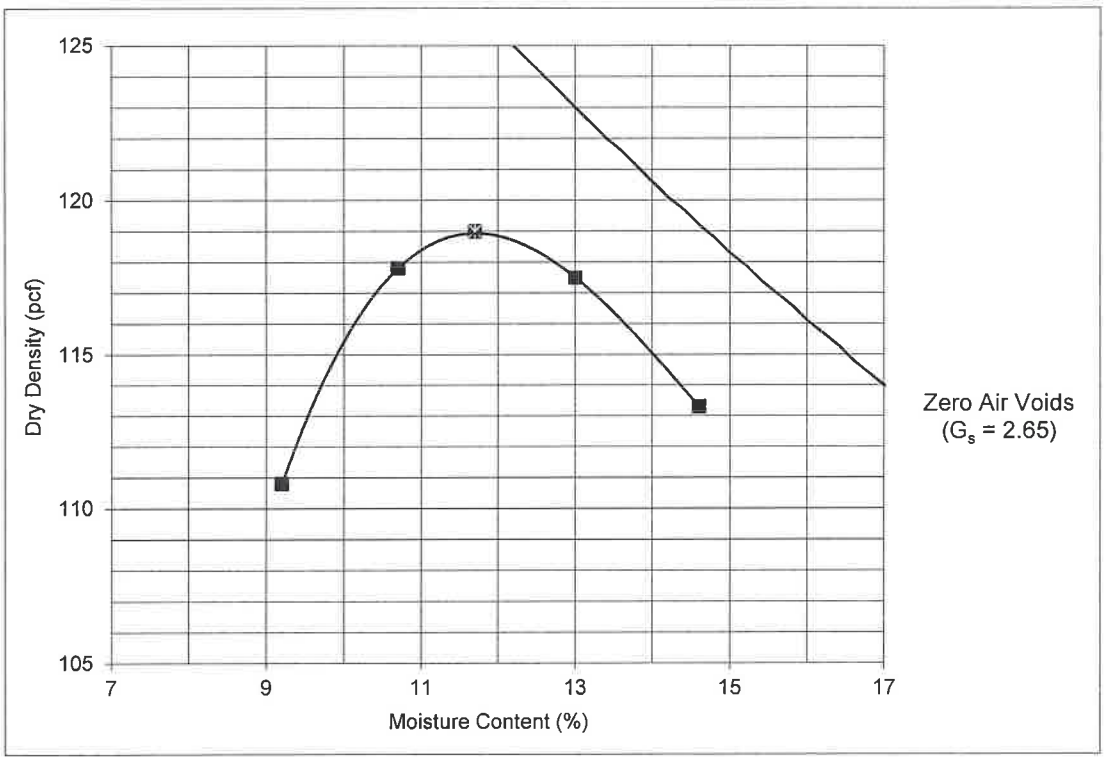
SAMPLE SOURCE: 4 @ 0'-5'

TESTING PERFORMED Maximum Density-Optimum Moisture Determination (ASTM D698 Method A)

SAMPLED BY: RAMM/Durot

RESULTS:

Maximum Density (pcf) = 119.0 Optimum Moisture (%) = 11.7



LABORATORY TEST RESULTS

Date: 3-Aug-20

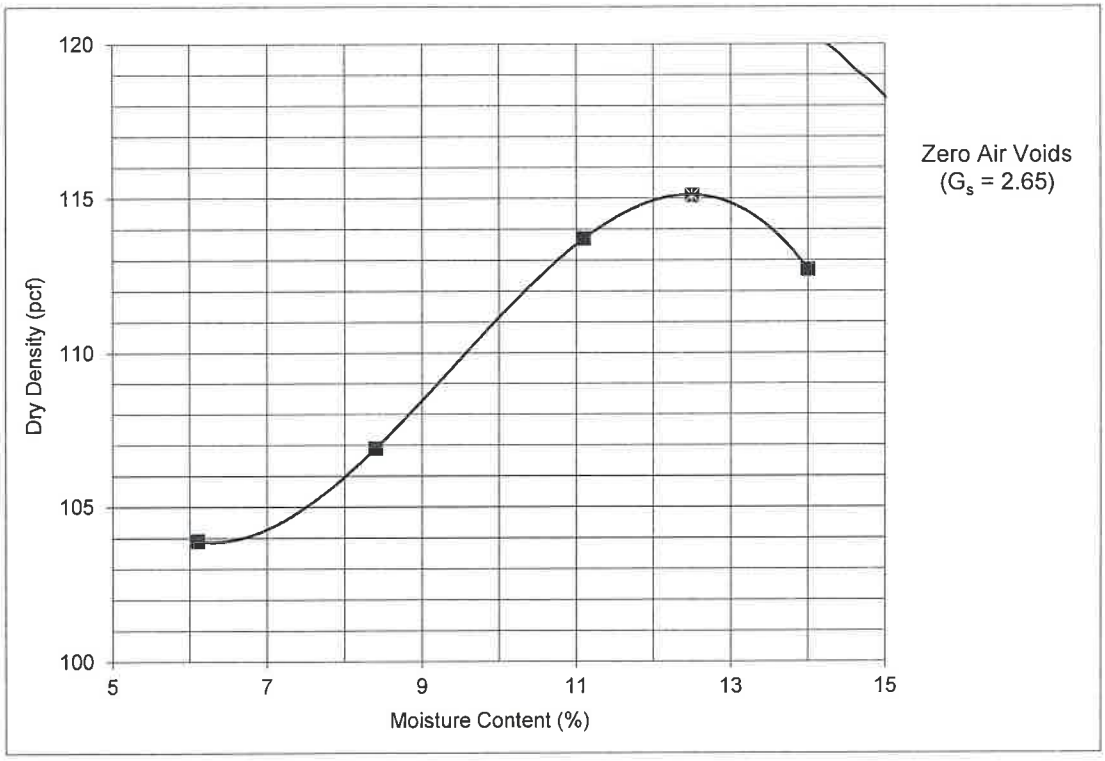
SAMPLE SOURCE: Composite: 5 @ 0'-5' & 5 @ 5'-10'

TESTING PERFORMED Maximum Density-Optimum Moisture Determination (ASTM D698 Method A)

SAMPLED BY: RAMM/Durot

RESULTS:

Maximum Density (pcf) = 115.1 Optimum Moisture (%) = 12.5



LABORATORY TEST RESULTS

Date: 3-Aug-20

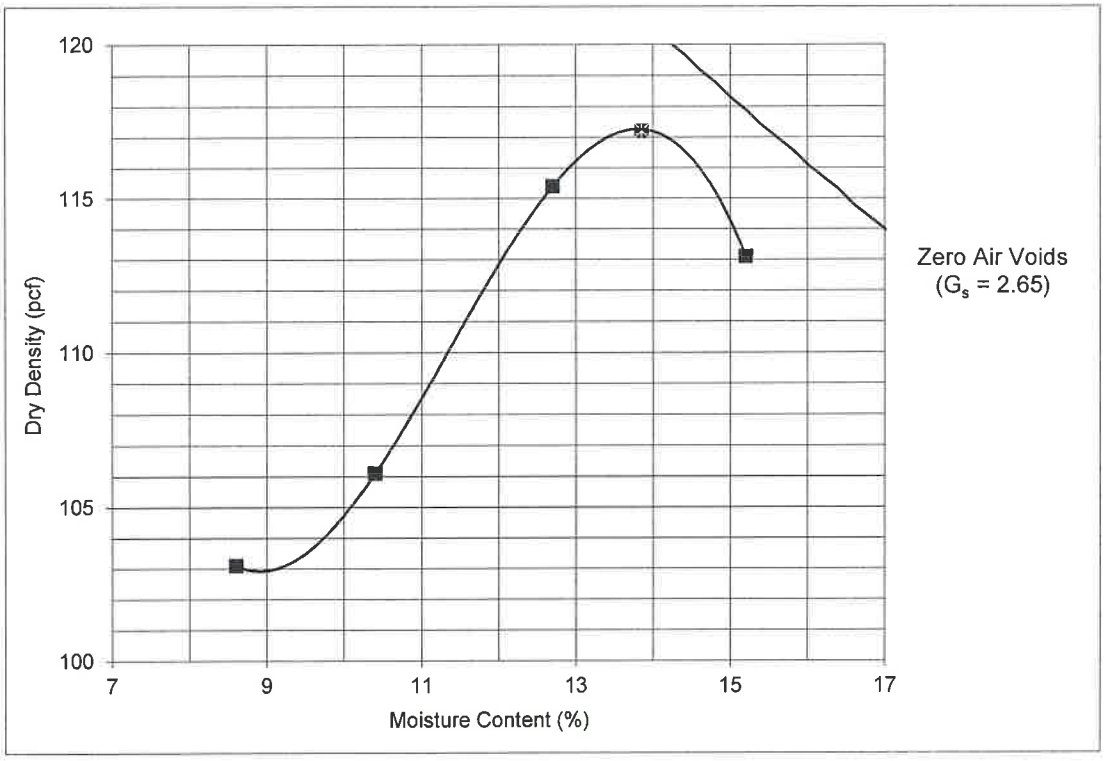
SAMPLE SOURCE: Composite: 6 @ 5'-10' & 6 @ 10'-15'

TESTING PERFORMED Maximum Density-Optimum Moisture Determination (ASTM D698 Method A)

SAMPLED BY: RAMM/Durot

RESULTS:

Maximum Density (pcf) = 117.2 Optimum Moisture (%) = 13.9



LABORATORY TEST RESULTS

Date: 3-Aug-20

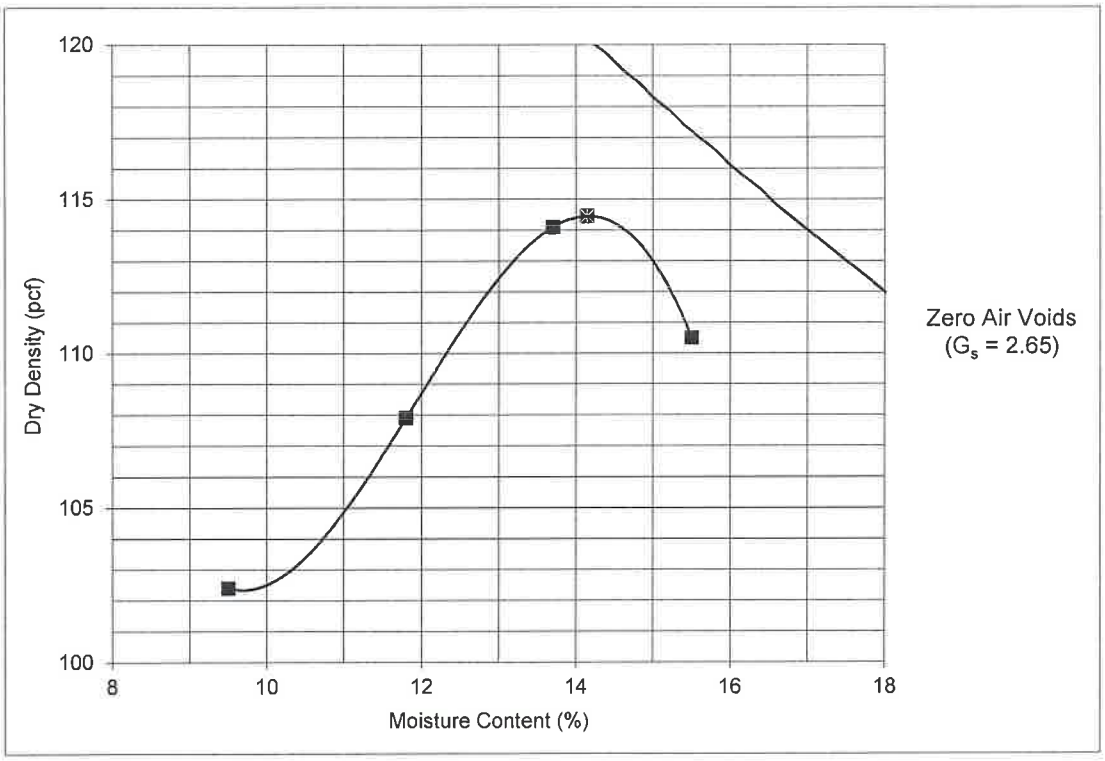
SAMPLE SOURCE: 7 @ 0'-5'

TESTING PERFORMED Maximum Density-Optimum Moisture Determination (ASTM D698 Method A)

SAMPLED BY: RAMM/Durot

RESULTS:

Maximum Density (pcf) = 114.5 Optimum Moisture (%) = 14.2



LABORATORY TEST RESULTS

Date: 3-Aug-20

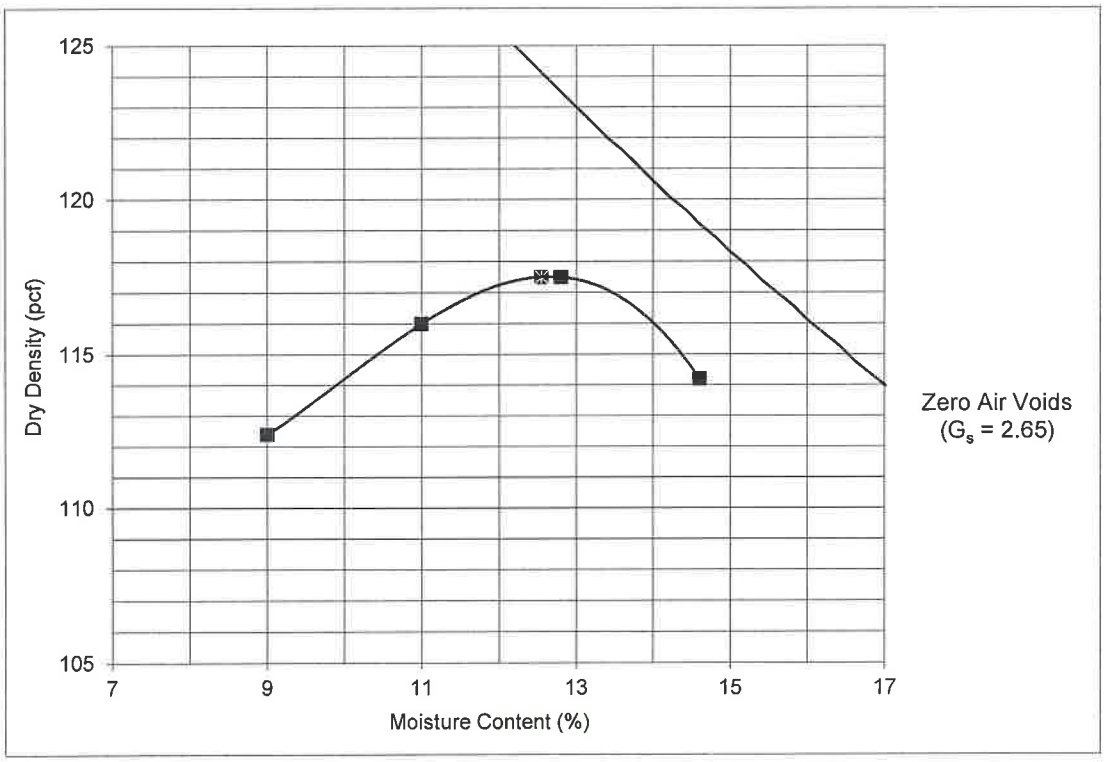
SAMPLE SOURCE: Composite: 8 @ 0'-5' & 8 @ 5'-10'

TESTING PERFORMED Maximum Density-Optimum Moisture Determination (ASTM D698 Method A)

SAMPLED BY: RAMM/Durot

RESULTS:

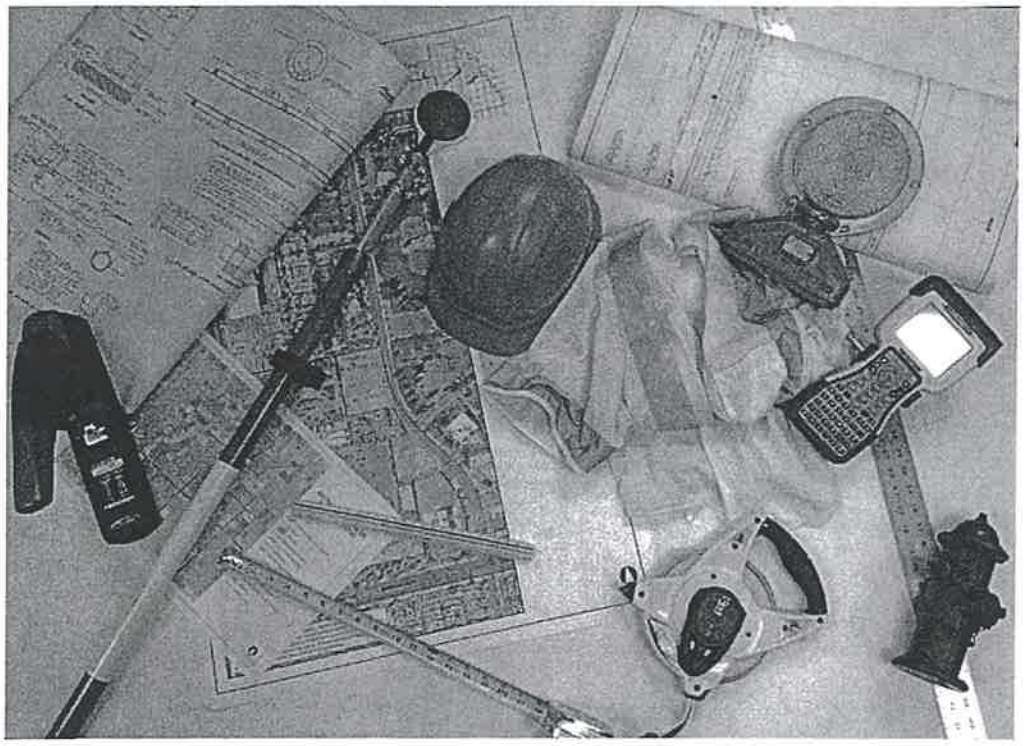
Maximum Density (pcf) = 117.5 Optimum Moisture (%) = 12.6



APPENDIX C
DESIGN CHARTS
PARTS OF
CITY OF CHANDLER
STANDARD DETAILS
AND SPECIFICATIONS
(JANUARY 2020)

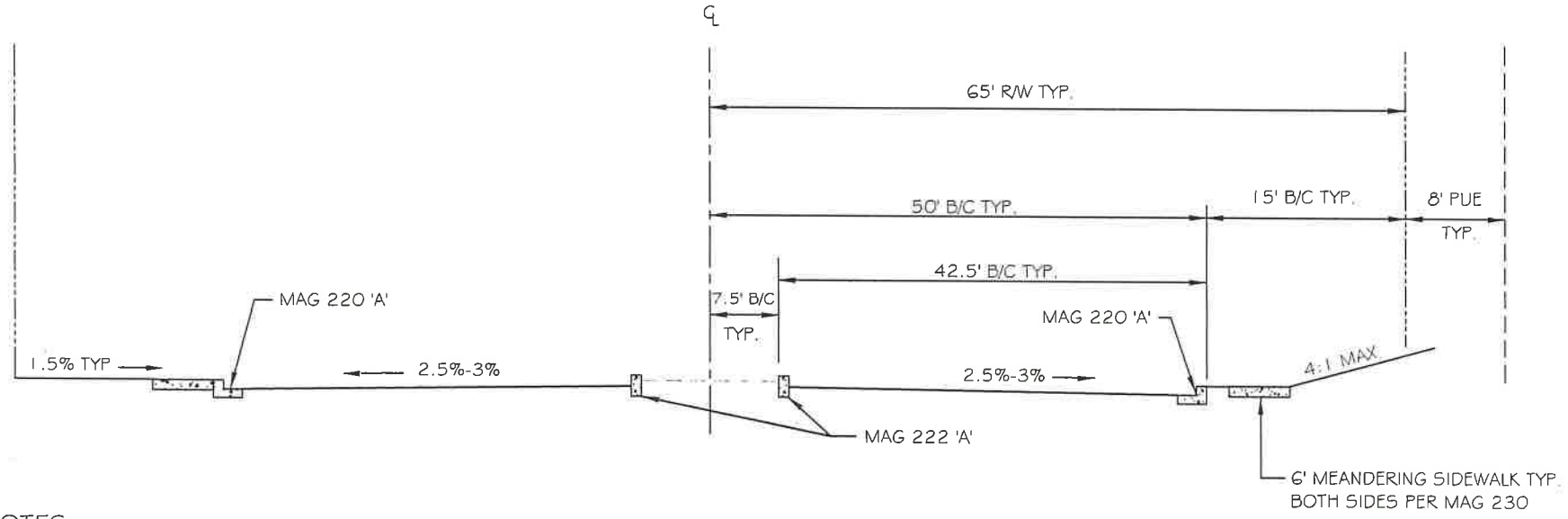
R·A·M·M

STANDARD DETAILS AND SPECIFICATIONS



CHANDLER
arizona

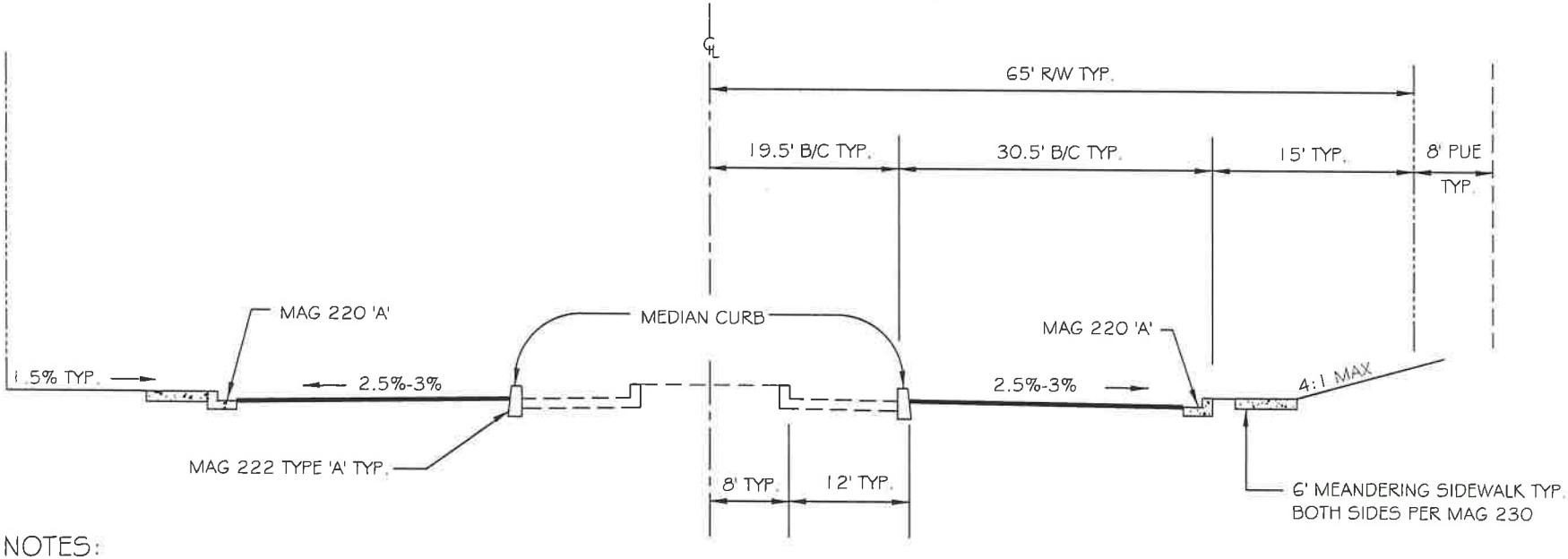
January 2020



NOTES:

1. THE SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH MAG STANDARD SPECIFICATIONS, SEC. 301.
2. BASE COURSE:
   A. THE THICKNESS SHALL CONFORM TO COC STANDARD DETAIL C-239.
   B. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO MAG STANDARD SPECIFICATIONS, SECS. 310 AND 702.
3. ASPHALTIC CONCRETE PAVEMENT:
   A. 3" THICK A19 OR A25 EVAC BASE COURSE WITH 2" OF A12.5 EVAC SURFACE COURSE.
   B. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO EVAC AND MAG STANDARD SPECIFICATIONS, SECS. 321 AND 710.
4. ADDITIONAL RIGHT-OF-WAY SHALL BE PROVIDED WHERE NECESSARY TO ACCOMMODATE DOUBLE LEFT TURN LANES OR RIGHT TURN LANES WARRANTED BY TRAFFIC DEMANDS.
5. MEDIAN END SHALL BE RAMP PER COC STANDARD DETAIL C-225.
6. MEDIAN LANDSCAPE AREA SHALL BE PER COC STANDARD DETAIL C-807.

DETAIL NO. C-203 NTS	CITY OF CHANDLER STANDARD DETAIL	**MAJOR ARTERIAL STREET TYPICAL CROSS SECTION**	APPROVED: CITY ENGINEER DATE: 05-10-2018	DETAIL NO. C-203 NTS

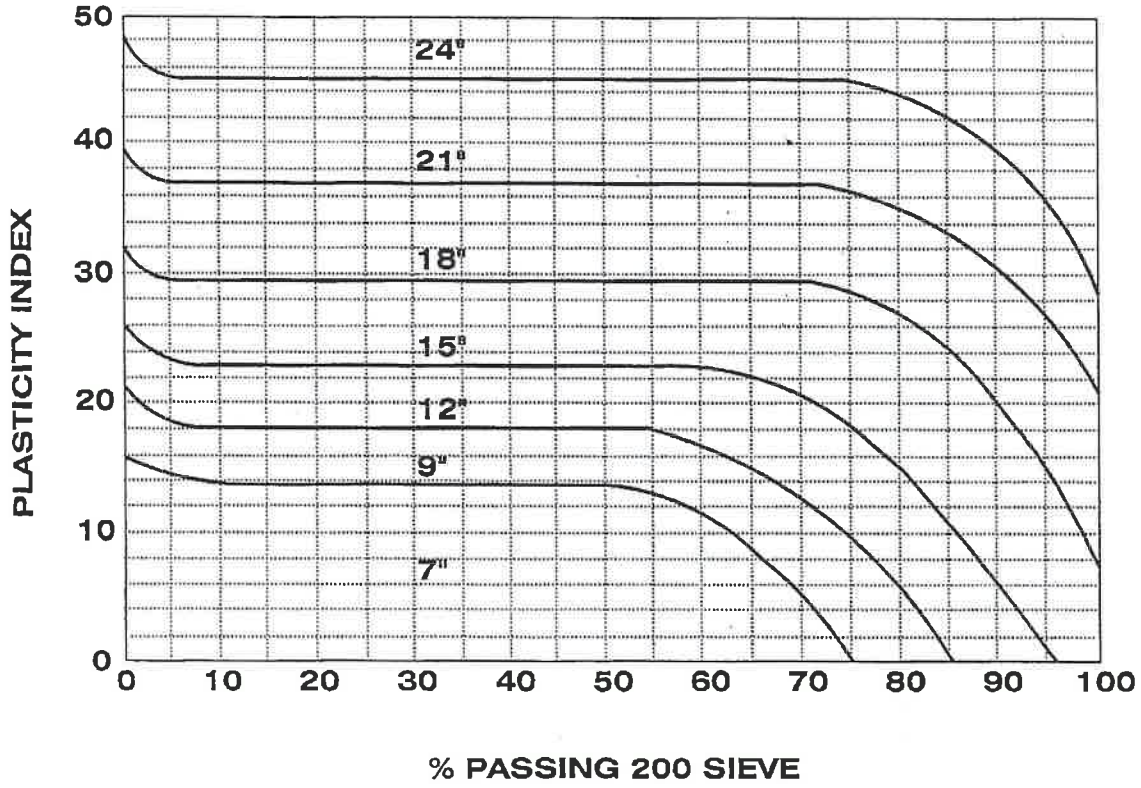


NOTES:

1. THE SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH MAG STANDARD SPECIFICATIONS, SEC. 301.
2. BASE COURSE:
   A. THE THICKNESS SHALL CONFORM TO COC STANDARD DETAIL C-239.
   B. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO MAG STANDARD SPECIFICATIONS, SECS. 310 AND 702.
3. ASPHALTIC CONCRETE PAVEMENT:
   A. 3" THICK A19 OR A25 EVAC BASE COURSE WITH 2" OF A12.5 EVAC SURFACE COURSE.
   B. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO EVAC AND MAG STANDARD SPECIFICATIONS, SECS. 321 AND 710.
4. ADDITIONAL RIGHT-OF-WAY SHALL BE PROVIDED WHERE NECESSARY TO ACCOMMODATE DOUBLE LEFT TURN LANES OR RIGHT TURN LANES WARRANTED BY TRAFFIC DEMANDS.
5. MEDIAN LANDSCAPE AREA SHALL BE PER COC STANDARD DETAIL C-807.
6. 0.2% MINIMUM LONGITUDINAL GRADE ALLOWED.

DETAIL NO. C-204 NTS	CITY OF CHANDLER STANDARD DETAIL	**PHASED MAJOR ARTERIAL STREET TYPICAL CROSS SECTION**	APPROVED: CITY ENGINEER DATE: 05-10-2018	DETAIL NO. C-204 NTS

BASE THICKNESS CHART

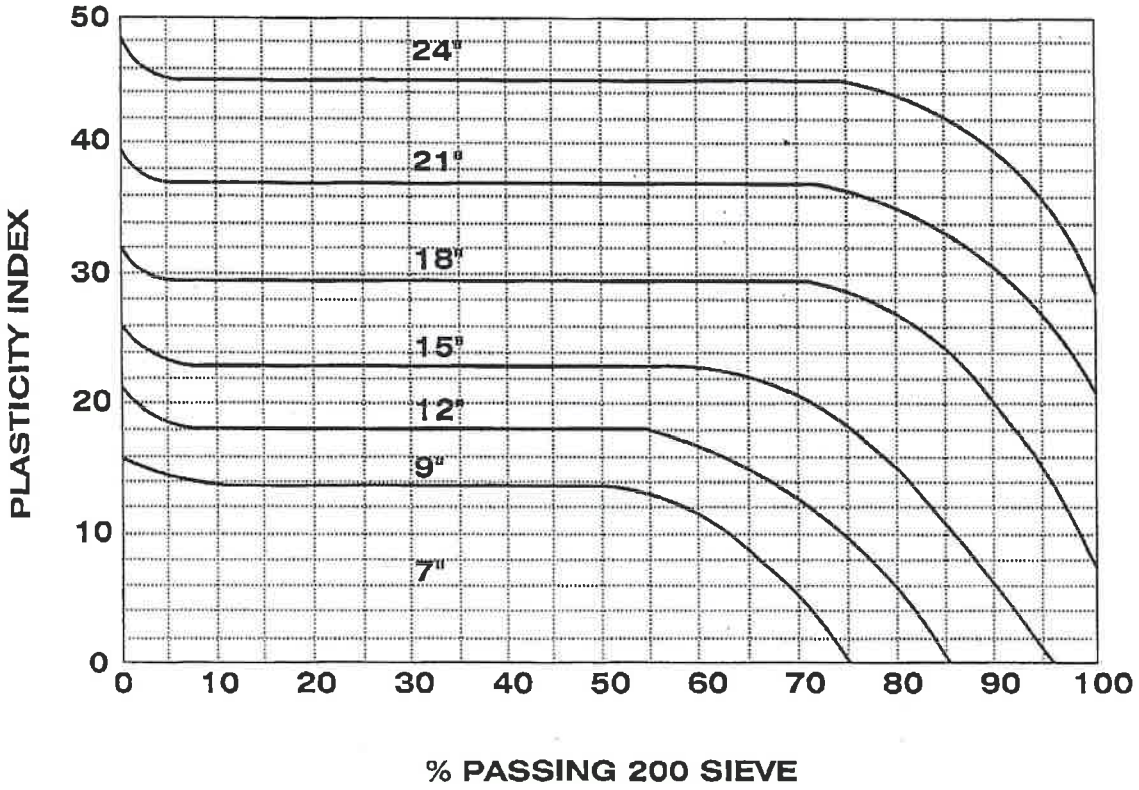


NOTES:

1. TOP 6" OF BASE SHALL BE ABC. BALANCE SHALL BE ABC OR SELECT MATERIAL.
2. MINIMUM DEPTH OF FLEXIBLE BASE COURSE REQUIRED UNDER 5" (MIN.) BIT. SURFACE.

DETAIL NO. C-239 NTS	CITY OF CHANDLER STANDARD DETAIL	DEPTH OF BASE COURSE MAJOR & MINOR ARTERIALS	APPROVED: CITY ENGINEER DATE: 01/06/09	DETAIL NO. C-239 NTS

BASE THICKNESS CHART



NOTES:

1. TOP 6" OF BASE SHALL BE ABC. BALANCE SHALL BE ABC OR SELECT MATERIAL.
2. MINIMUM DEPTH OF FLEXIBLE BASE COURSE REQUIRED UNDER 5" (MIN.) BIT. SURFACE.

DETAIL NO. C-239 NTS	CITY OF CHANDLER STANDARD DETAIL	DEPTH OF BASE COURSE MAJOR & MINOR ARTERIALS	APPROVED: CITY ENGINEER DATE: 01/08/09	DETAIL NO. C-239 NTS

APPENDIX E

Western Burrowing Owl Awareness Flyer



Western Burrowing Owl Awareness

ADOT Environmental Planning Group
1611 W. Jackson St- Mail Drop EM02
Phoenix, AZ 85007

The purpose of this flyer is to provide ADOT employees and contractors, working on roadside projects, with basic knowledge to reduce the risk of incidental take of Western Burrowing Owls.

Legal Status:

Western Burrowing Owls (*Athene cunicularia*) are protected under the Federal Migratory Bird Treaty Act of 1918. All migratory birds and their parts are fully protected. They are also protected under Arizona State Law in Title 17-101, Title 17-235, and Title 17-236.

What to look for:

- Description– small, ground-dwelling owl.
- Length– 19.5-25.0 cm (7.68-9.85 inches)
- Wingspan– 58.42 cm (23.0 inches)
- Mass– about 150 grams
- Males are typically slightly larger than females.
- Round head, lacks ear tufts.
- Distinct oval facial ruff, framed by a broad, puffy white eyebrow.
- Eyes contain a bright yellow iris.

Where are owls found?

- Dry, open, short grass, treeless plains.
- Dependent on fossorial mammals. (ground squirrels, prairie dogs, badgers, etc.) to construct burrows.
- Human dominated landscapes: golf courses, airports, agricultural fields.

Identifying an active burrow:

- Owls use burrows constructed by ground squirrels, badgers, coyotes and tortoises. They can also use pipes, culverts, and ditches.
- Presence of excrement (whitewash) near entrance to burrow.
- Burrowing owls frequently decorate entrance of burrows with cow or horse manure, feathers, vegetation and trash items.

How to avoid them:

- Scan ahead prior to arriving at a sign location.
- If burrowing owls are observed within the project area, stop and move at least 100 feet beyond the owl or occupied burrow before resuming work.

If you think your work may potentially impact a Burrowing Owl or active burrow, please stop.
Move at least 100 feet from the animal or burrow before resuming work.

If you have any questions or think you have a borrowing owl or active burrow on your work site please contact:
Joshua Fife, Biologist, ADOT Environmental Planning Group, jfife@azdot.gov
Office: (602)712-6819, Mobile: (602) 622-9622, EPG General: (602)712-7767

Source: Arizona Game and Fish Department Animal Abstract: Western Burrowing Owl. Heritage Data Management System

(revised November 25, 2013)

EXHIBIT D

GIS / GPS DATA DELIVERY REQUIREMENTS

GIS / GPS Data Delivery Requirements

Contractor must provide survey grade GPS / GIS data, meeting the following requirements for all facilities to be owned and/or operated by the City of Chandler.

a) ESRI File Geodatabase format:

All GPS point data, along with corresponding GIS Attribute data, must be submitted in ESRI File Geodatabase format. The City of Chandler will provide a copy of the File Geodatabase in ESRI ArcGIS format. Please submit your request through the Project Manager.

b) Data dictionary and Attribute data:

Attribute data should be provided for each of the GPS'd Utility Feature listed in Section 'd' below. All Attribute data should conform to the ESRI File Geodatabase format, provided by the City. A copy of the data dictionary is also attached here for reference

c) Coordinate System:

Horizontal Datum: Arizona State Plane Coordinates, Central Zone NAD83 (HARN)
Vertical Datum: NAVD88

d) Point Data for GPS:

1) Water System Features:
- Water main location (top of pipe), size and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
- Water fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Line Stop, Reducer,
- Saddle, Other.
- Water valve location (center of valve box cover), size and type.
- Fire hydrant location (top of hydrant), manufacturer and year.
- Water service line location (at connection to main, any bends, and termination at meter box or meter vault or at the edge of easement or ROW), size and material.
- Water blow-off and air release valve location (center of cover), size, type and manufacturer.
- Water manhole or vault location (center of cover), size and type.

2) Waste Water System Features:
- Sewer manhole and cleanout location (center of cover), size, material, and cover type.
- Sewer gravity main location (invert of pipe), size, material and flow direction (from) at all manholes, cleanouts and structures.
- Sewer service line location, size and material (at connection to main, and termination at cleanout, or stub out at edge of the easement or ROW).
- Sewer force main location (top of pipe), size, and material (one (1) coordinate provided every 100 feet minimum) and at fittings.

- Sewer force main (and gravity) fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Linestop, Reducer, Saddle, Wye, Other
- Sewer force main valve location (center of valve box cover), size and type.
- Sewer force main air release valve location (center of cover), size, type and manufacturer.
- Sewer force main manhole or vault location (center of cover), size and material.
- Sewer structure (center of structure), type (diversion, junction box)

3) Reclaimed Water System Features:
   - Reclaimed main location (top of pipe), size, and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
   - Reclaimed fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Linestop,
   - Reducer, Saddle, Other.
   - Reclaimed valve location (center of valve box cover), size and type.
   - Reclaimed service line location (at connection to main, any bends, and termination at meter box or meter vault or at the edge of easement or ROW), size and material.
   - Reclaimed blow-off and air release valve location (center of cover), size, type and manufacturer.
   - Reclaimed manhole or vault location (center of cover), size and type.

4) Storm Water System Features:
   - Storm manhole and cleanout location (center of cover), size, material, and cover type.
   - Storm gravity main location (invert of pipe), size, material, and flow direction (from) at all manholes, cleanouts and structures.
   - Storm structure location (center of structure), type and category including: Drywell, Catch Basin, Scupper, Bubbler Box, and Collection Vault.

5) Standard GPS Metadata on all points collected: Date, Time, Height, Horiz_Precision, Vert_Precision, Northing, Easting, Surveyor, Datafile, and Comments

e) Electronic Data Submittal:

Each submittal must consist of

1) ESRI – ArcGIS Geodatabase with cumulative data and attributes, and
2) Construction plans with collected utilities clearly redlined and changes marked

The frequency of data submittal will be every two weeks after water, sewer, reclaim or storm assets go into the ground. Submittals can be emailed to: GIS@chandleraz.gov

DATA DICTIONARY

FOR

WATER, SEWER, RECLAIM & STORM

DATA DICTIONARY:

WATER

Water Fitting				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WS_SPATIALSOURCE_STD
MATERIAL	MATERIAL	String	20	
DIAMETER1	DIAMETER1	String	8	RWS_FITTING_DIAMETER
DIAMETER2	DIAMETER2	String	8	
ROTATION	ROTATION	Double	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	30	
TYPE	TYPE	String	30	WS_FITTING_TYPE
BEND	BEND	String	20	WS_FITTING_BEND

Water Hydrant				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	Feature Owner	String	25	WS_FEATUREOWNER
LIFECYCLESTATUS	Lifecycle Status	String	25	WS_LIFECYCLESTATUS
SPATIALSOURCE	Spatial Source	String	25	WS_SPATIALSOURCE_STD
BARRELDIAMETER	Barrel Diameter	Double	8	
LARGENOZZLEDIAMETER	Large Nozzle Diameter	Double	8	
SMALLNOZZLEDIAMETER	Small Nozzle Diameter	Double	8	
OUTLETCONFIGURATION	Outlet Configuration	Double	8	
SEATDIAMETER	Seat Diameter	Double	8	
MANUFACTURER	Manufacturer	String	25	WS_HYD_MANUFACTURER
YEARMANUFACTURED	Manufacture Year	String	25	
HASLOCK	Has Lock ?	String	25	GIS_BOOLEAN_YES_NO
COLOR	Color	String	25	
ROTATION	Symbol Rotation	Double	8	
GPSOID	GPS ObjectID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	25	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	String	25	
VERT_PREC	VERT_PREC	String	25	
NORTHING	NORTHING	String	25	
EASTING	EASTING	String	25	
DATAFILE	DATAFILE	String	25	
GPS_COMMENT	GPS_COMMENT	String	50	

WATER VALVE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATURE OWNER	String	20	RWS_SYSVAL_FUNCTION
LIFECYCLESTATUS	LIFECYCLE STATUS	String	20	WS_SYSVAL_LIFECYCLESTATUS
SPATIALSOURCE	SPATIAL SOURCE	String	20	WS_SYSVAL_SPATIALSOURCE
TYPE	TYPE	String	25	RWS_SYSVAL_TYPE
VALVETYPE	VALVE TYPE	String	10	RWS_SYSVAL_VALVETYPE
GROUNDTYPE	GROUNDTYPE	String	25	WS_SYSVAL_GROUNDTYPE
DIAMETER	Diameter	String	8	WS_SYSVAL_DIAM
GPSOID	GPS OBJECTID	Integer	4	
GPS_DATE	GPS DATE	Date	8	
GPS_TIME	GPS TIME	String	10	
GPS_HEIGHT	GPS HEIGHT	Double	8	
HORZ_PREC	HORZ PREC	Double	8	
VERT_PREC	VERT PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS COMMENT	String	30	
WO_CAT_CODE	WO CAT CODE	String	10	
WO_CAT	WO CAT	String	25	

WATER MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WS_SPATIALSOURCE_STD
ACCESSDIAMETER	ACCESSDIAMETER	String	8	
ACCESSTYPE	ACCESSTYPE	String	20	
GROUNDTYPE	GROUNDTYPE	String	20	WS_SYSVAL_GROUNDTYPE
COVERMATERIAL	COVERMATERIAL	String	10	
COVERTYPE	COVERTYPE	String	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	

WATER MISC PNT		This feature is used for any miscellaneous information		
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	50	
NOTES	NOTES	String	150	
SIZE	SIZE	Double	8	

Water Domains:

Domain name	WS_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
FUTURE	FUTURE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN

Domain name	WS_SYSVAL_SPATIALSOURCE
APPROVED PLANS	APPROVED PLANS
ASBUILT	ASBUILT
DESIGN	DESIGN
GPS	GPS
HYDRMAINT	HYDRMAINT
ORTHOPHOTO	ORTHOPHOTO
TM7	TM7
UNKNOWN	UNKNOWN

Domain name	WS_HYD_MANUFACTURER
AMERICANDARLING	AMERICANDARLING
AVK	AVK
CLOW	CLOW
DRESSER	DRESSER
GREENBERG	GREENBERG
KENNEDY	KENNEDY
MUELLER	MUELLER
PACIFIC	PACIFIC
UNKNOWN	UNKNOWN
WATEROUS	WATEROUS

Domain name	WS_FEATUREOWNER
COC	Chandler
COG	Gilbert
COM	Mesa
COP	Phoenix
COT	Tempe
COUNTY	Maricopa County
GOULD	Gould
GRIC	GRIC
INTEL	Intel
MICROCHIP	Microchip
MOTOROLA	Motorola
PRIVATE	Private
SRP	SRP
SRVWUA	SRVWUA
UNKNOWN	UNKNOWN

Domain name	WS_SYSVAL_LIFECYCLESTATUS
FUTURE	FUTURE
UNKNOWN	UNKNOWN
INACTIVE	INACTIVE
ACTIVE	ACTIVE
REMOVED	REMOVED
ABANDONED	ABANDONED

Domain name	WS_FITTING_BEND
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL
Domain name	WS_SYSVAL_DIAM
2	2
3	3
4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48
54	54

Domain name	WS_FITTING_TYPE
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING
CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
OTHER	OTHER
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE
Domain name	WS_SYSVAL_GROUNDTYPE
CONCRETE	CONCRETE
ASPHALT	ASPHALT
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN
Domain name	WS_SPATIALSOURCE_STD
ASBUILT	ASBUILT
DESIGN	DESIGN
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN

DATA DICTIONARY:

SEWER

SEWER CLEANOUT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
RIM_ELEV	RIM_ELEV	Double	8	
INV_ELEV	INV_ELEV	Double	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	

SEWER CONTROL VALVE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
TYPE	TYPE	String	25	
FEATUREOWNER	FEATUREOWNER	String	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
DIAMETER	DIAMETER	String	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	

SEWER_FITTING				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
MATERIAL	MATERIAL TYPE	String	20	
TYPE	TYPE	String	30	
BEND	BEND	String	20	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	
SIZE_	SIZE OF FITTING	String	20	

SEWER_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	WW_SPATIALSOURCE
LID	LID TYPE	String	20	
TYPE	TYPE	String	20	WW_MH_TYPE
COVER_MATERIAL	COVER_MATERIAL	String	25	WW_MH_COVER_MATERIAL
COVER_HOLE	COVER_HOLE	String	25	WW_MH_COVER_HOLE
COVER_SIZE	COVER_SIZE	String	20	WW_MH_COVER_SIZE
RIM_ELEV	RIM_ELEV	Double	8	
INV_ELEV	INV_ELEV	Double	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	
LINER	LINER	String	50	WW_MH_LINER
WALL_MATERIAL	WALL_MATERIAL	String	50	WW_MH_WALL_MATERIAL

SEWER_MISC		For any Miscellaneous features		
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
SPATIALSOURCE	SPATIALSOURCE	String	20	
MATERIAL	MATERIAL	String	20	
TYPE	TYPE	String	30	
BEND	BEND	String	20	
NOTES	NOTES	String	255	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
DATAFILE	DATAFILE	String	20	
GPS_COMMENT	GPS_COMMENT	String	30	
SIZE_	SIZE_	String	20	

Sewer Domains:

Domain name	WW_FEATUREOWNER
COC	COC
PRIVATE	PRIVATE
TOG	TOG
UNKNOWN	UNKNOWN
Domain name	WW_SPATIALSOURCE
GPS	GPS
ASBUILT	ASBUILT
UNKNOWN	UNKNOWN
Domain name	WW_MH_COVER_HOLE
UNKNOWN	UNKNOWN
SEALED	SEALED
Domain name	WW_MH_LINER
CAST-IN-PLACE	CAST-IN-PLACE
CEMENTITIOUS	CEMENTITIOUS
COMPOSITE	COMPOSITE
CURED-IN-PLACE	CURED-IN-PLACE
EPOXY	EPOXY
FR PLASTIC INSERT	FR PLASTIC INSERT
FR POLYMER INSERT	FR POLYMER INSERT
INSERT	INSERT
UNKNOWN	UNKNOWN
Domain name	WW_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
PULLED	PULLED
UNKNOWN	UNKNOWN

Domain name	WW_MH_COVER_MATERIAL
ALUMINUM	ALUMINUM
CASTIRON	CASTIRON
HDPE COMPOSITE - CAP	HDPE COMPOSITE - CAP
HDPE COMPOSITE - EJ	HDPE COMPOSITE - EJ
HDPE COMPOSITE - HD20	HDPE COMPOSITE - HD20
STEEL	STEEL
UNKNOWN	UNKNOWN
Domain name	WW_MH_COVER_SIZE
0	Unknown
4	4
6	6
8	8
22	22
24	24
26	26
28	28
30	30
32	32
38	38
48	48
60	60
Domain name	WW_MH_WALL_MATERIAL
NONE	NONE
COMPOSITE	COMPOSITE
UNKNOWN	UNKNOWN
CONCRETE	CONCRETE
POURED	POURED
TLOCK	TLOCK
PRECAST	PRECAST
BRICK	BRICK

Domain name	WW_MH_TYPE
0	UNKNOWN
1	SANITARY SEWER
2	ARV

DATA DICTIONARY:

RECLAIM

RECLAIM_FITTING				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	RWS_SPATIALSOURCE
MATERIAL	MATERIAL	String	20	RWS_MAIN_OR_SERVICE_MATERIAL
DIAMETER1	DIAMETER1	String	8	RWS_FITTING_DIAMETER
DIAMETER2	DIAMETER2	String	8	RWS_FITTING_DIAMETER
TYPE	TYPE	String	30	RWS_FITTING_TYPE
BEND	BEND	String	20	RWS_FITTING_BEND
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	30	

RECLAIM_MISC_STRUCT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
TYPE	SUBTYPE	String	20	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	50	
NOTES	Notes	String	150	

RECLAIM_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	20	RWS_SPATIALSOURCE
ACCESSDIAMETER	ACCESSDIAMETER	String	8	RWS_GROUNDTYPE
GROUNDTYPE	GROUNDTYPE	String	20	
COVERMATERIAL	COVERMATERIAL	String	10	
COVERTYPE	COVERTYPE	String	8	
GPSOID	GPSOID	Integer	4	
GPS_DATE	GPS_DATE	Date	8	
GPS_TIME	GPS_TIME	String	10	
GPS_HEIGHT	GPS_HEIGHT	Double	8	
HORZ_PREC	HORZ_PREC	Double	8	
VERT_PREC	VERT_PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS_COMMENT	String	30	

RECLAIM SYSTEM VALVE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATURE OWNER	String	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLE STATUS	String	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIAL SOURCE	String	20	RWS_SPATIALSOURCE
TYPE	TYPE	String	25	RWS_SYSVAL_TYPE
VALVETYPE	VALVE TYPE	String	10	RWS_SYSVAL_VALVETYPE
FUNCTION	FUNCTION	String	25	RWS_SYSVAL_FUNCTION
GROUNDTYPE	GROUNDTYPE	String	25	RWS_SYSVAL_GROUNDTYPE
GPSOID	GPS OBJECTID	Integer	4	
GPS_DATE	GPS DATE	Date	8	
GPS_TIME	GPS TIME	String	10	
GPS_HEIGHT	GPS HEIGHT	Double	8	
HORZ_PREC	HORZ PREC	Double	8	
VERT_PREC	VERT PREC	Double	8	
NORTHING	NORTHING	Double	8	
EASTING	EASTING	Double	8	
GPS_COMMENT	GPS COMMENT	String	30	
WO_ZONE	WO ZONE	Double	8	
DIAMETER	DIAMETER	Double	8	RWS_SYSVAL_DIAM
WO_CAT_CODE	WO_CAT_CODE	String	10	

Reclaim Domains:

Domain name	RWS_SYSVAL_VALVETYPE
BALL	BALL
BUTTERFLY	BUTTERFLY
GATE	GATE
INSERTA	INSERTA
UNKNOWN	UNKNOWN
Domain name	RWS_SYSVAL_FUNCTION
ARV	ARV
INLINE	INLINE
PUMPOUT	PUMPOUT
PUMPSTATION	PUMPSTATION
SERVICE	SERVICE
STUBOUT	STUBOUT
UNKNOWN	UNKNOWN
VAULT	VAULT
Domain name	RWS_SYSVAL_TYPE
ARV	ARV
BLOWOFF	BLOWOFF
STANDARD	STANDARD
Domain name	RWS_FEATUREOWNER
COC	CHANDLER
COM	MESA
INTEL	INTEL
OCA	OCA
OMG	OMG
PRIVATE	PRIVATE
SRP	SRP
TOG	GILBERT
UNKNOWN	UNKNOWN

Domain name	RWS_FITTING_BEND
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL
Domain name	RWS_MAIN_OR_SERVICE_MATERIAL
AC	AC
CC	CC
CI	CI
CU	COPPER
DI	DI
PVC	PVC
UNKNOWN	UNKNOWN
Domain name	RWS_FITTING_TYPE
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING
CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
MECHANICAL JOINT	MECHANICAL JOINT
OTHER	OTHER
RECHARGE WELL	RECHARGE WELL
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE

Domain name	RWS_SPATIALSOURCE
ASBUILT	ASBUILT
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN
Domain name	RWS_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN
Domain name	RWS_SYSVAL_DIAM
1.5	1.5
2	2
3	3
4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48
9999	UNKNOWN

Domain name	RWS_GROUNDTYPE
ASPHALT	ASPHALT
CONCRETE	CONCRETE
DIRT	DIRT
UNKNOWN	UNKNOWN

Domain name	RWS_SYSVAL_GROUNDTYPE
ASPHALT	ASPHALT
CONCRETE	CONCRETE
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN
Domain name	RWS_FITTING_DIAMETER
0.63	0.63
0.75	0.75
1	1
1.25	1.25
1.5	1.5
2	2
2.5	2.5
3	3
4	4
6	6
8	8
10	10
12	12
15	15
16	16
18	18
20	20
24	24
30	30
36	36
42	42
48	48

DATA DICTIONARY:

STORM

SWS_DRAIN_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE
STRUCTURE_TYPE	STRUCTURE_TYPE	SmallInteger	2	SWS_STRUCTURE_TYPE
CHANDLER_NAME	CHANDLER_NAME_ON_LID	String	5	GIS_BOOLEAN_YES_NO
DIAMETER	DIAMETER	SmallInteger	2	SWS_SDMH_SIZE
VENT_HOLE	VENT_HOLE	String	30	GIS_BOOLEAN_YES_NO
ACCESS_OPENING_TYPE	ACCESS_OPENING_TYPE	String	25	SWS_SDMH_ACCESS_OPENING_TYPE
LID_TYPE	LID_TYPE	String	30	SWS_SDMH_TYPE
LID_TEXT	LID_TEXT	String	30	SWS_SDMH_LID_TEXT
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_BUBBLER_BOX				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE
GRATE_OPENINGS_NUM	GRATE_OPENINGS_NUM	SmallInteger	2	SWS_GRATE_OPENINGS
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
DRYWELL_ASSOC	DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
GPSX	GPSX	Double	8	
GPSY	GPSY	Double	8	
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	
NOTES	NOTES	String	50	

SWS_CATCHBASIN				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_LIFECYCLESTATUS
STRUCTURE_TYPE	STRUCTURE_TYPE	SmallInteger	2	SWS_STRUCTURE_TYPE
CATCHBASIN_TYPE	CATCHBASIN_TYPE	String	25	SWS_CB_TYPE
LOCATION	LOCATION	String	100	
CITY_EMBLEM	CITY_EMBLEM	String	5	GIS_BOOLEAN_YES_NO
ACCESS_OPENING_TYPE	ACCESS_OPENING_TYPE	String	25	SWS_CB_ACCESS_OPENING_TYPE
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
LID	LID	String	5	GIS_BOOLEAN_YES_NO
LID_TYPE	LID_TYPE	String	25	SWS_CB_LID_TYPE
DRYWELL_CONN	DRYWELL_CONN	String	5	GIS_BOOLEAN_YES_NO
OUTLET_CONN	OUTLET_CONN	String	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_CONN	BUBBLERBOX_CONN	String	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_DRYWELL_ASSOC	BUBBLERBOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
LAKE_DRAIN	LAKE_DRAIN	String	5	GIS_BOOLEAN_YES_NO
GPSX	GPSX	Double	8	
GPSY	GPSY	Double	8	
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	
NOTES	NOTES	String	50	

SWS_DRYWELL_PNT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
Shape	Shape	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS_1
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE_1
FIELD_LOC	FIELD_LOC	String	100	SWS_DW_LOCATION
INSTALLER	INSTALLER	String	30	SWS_DW_INSTALLER
CHAMBER_TYPE	CHAMBER_TYPE	String	30	SWS_DW_CHAMBER_TYPE
LID_SIZE	LID_SIZE	SmallInteger	2	SWS_DW_LID_SIZE
LID_TYPE	LID_TYPE	String	25	SWS_DW_LID_TYPE
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
CONCRETE_PAD	CONCRETE_PAD	String	5	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_INLET_PNT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
Shape	Shape	Geometry	0	
CATCHBASIN_TYPE	CATCHBASIN_TYPE	String	25	SWS_CB_TYPE
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS_1
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE_1
FIELD_LOC	FIELD_LOC	String	100	SWS_FIELD_LOC
GRATE_ASSOC	GRATE_ASSOC	String	25	GIS_BOOLEAN_YES_NO
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
INLET_PIPE_DIAM	INLET_PIPE_DIAM	SmallInteger	2	SWS_INLET_PIPE_DIAM
INLET_NUMBER	NUMBER_OF_INLETS	SmallInteger	2	
TRASHRACK_ASSOC	TRASHRACK_ASSOC	String	5	GIS_BOOLEAN_YES_NO
TRASH_LENGTH	TRASH_LENGTH	Double	8	
TRASH_WIDTH	TRASH_WIDTH	Double	8	
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
HEADWALLASSOC	HEADWALLASSOC	String	5	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_OUTLET_PNT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	String	25	SWS_SPATIALSOURCE_1
GRATE_ASSOC	GRATE_ASSOC	String	25	GIS_BOOLEAN_YES_NO
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
INLET_PIPE_DIAM	INLET_PIPE_DIAM	SmallInteger	2	SWS_INLET_PIPE_DIAM
INLET_NUMBER	NUMBER_OF_INLETS	SmallInteger	2	
TRASHRACK_ASSOC	TRASHRACK_ASSOC	String	5	GIS_BOOLEAN_YES_NO
TRASH_LENGTH	TRASH_LENGTH	Double	8	
TRASH_WIDTH	TRASH_WIDTH	Double	8	
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
HEADWALLASSOC	HEADWALLASSOC	String	5	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

SWS_SCUPPER_PNT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID	4	
SHAPE	SHAPE	Geometry	0	
FEATUREOWNER	FEATUREOWNER	String	25	SWS_FEATUREOWNER_1
LIFECYCLESTATUS	LIFECYCLESTATUS	String	25	SWS_LIFECYCLESTATUS_1
SPATIALSOURCE	SPATIALSOURCE	String	25	
CITY_EMBLEM	CITY_EMBLEM	String	5	GIS_BOOLEAN_YES_NO
NUMBER_OPENINGS	NUMBER_OPENINGS	SmallInteger	2	
WIDTH	WIDTH	Double	8	
SPILLWAY_ASSOC	SPILLWAY_ASSOC	String	25	GIS_BOOLEAN_YES_NO
HEADWALL_ASSOC	HEADWALL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_ASSOC	BUBBLERBOX_ASSOC	String	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	String	5	GIS_BOOLEAN_YES_NO
LAKE_DRAIN	LAKE_DRAIN	String	5	GIS_BOOLEAN_YES_NO
RIPRAP	RIPRAP	String	25	GIS_BOOLEAN_YES_NO
COMMENTS	COMMENTS	String	255	
COLLECTED_DATE	COLLECTED_DATE	Date	8	

Sewer Domains:

Domain name	SWS_DW_LOCATION
AIRPORT	AIRPORT
CITYRETENTION	CITY RETENTION
PARK	PARK
PARKING_LOT	PARKING LOT
PRIVATERETENTION	PRIVATE RETENTION
STREET	STREET
WELL_SITE	WELL SITE
Domain name	SWS_GRATE_LENGTH
12	12
24	24
28	28
30	30
36	36
38	38
40	40
50	50
60	60
76	76
Domain name	SWS_CB_LID_TYPE
STEEL	STEEL
CONCRETE	CONCRETE
Domain name	SWS_DW_CHAMBER_TYPE
DOUBLE	DOUBLE
SINGLE	SINGLE
TRIPLE	TRIPLE

Domain name	SWS_LIFECYCLESTATUS_1
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

Domain name	

	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	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 E

FEDERAL PROVISIONS

FEDERAL DOCUMENTS

CONSTRUCTION BID / CONTRACT

- **Contract with a DBE Goal (Race Conscious)**
- **Contract with Davis Bacon Wages**

FEDERAL DOCUMENTS

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Federal Non-Collusion Bidding Certification 2.0

Prompt Pay and Payment Reporting Provisions 3.0

Title VI 4.0

Title VI Assurance
Title VI Appendix A
Title VI Appendix E

DBE EPrise (Disadvantaged Business Enterprises) / DBE Goal 5.0

Verification Statement for SAM requirements & E-Verify 6.0

FHWA 1273 ..... 7.0

Buy America / Build America Buy America / Material Certifications 8.0

EEO (Equal Opportunity Employment) 9.0

EEO Clause / Statement
EEO Executive Order 11246 (Standard Federal EEO Construction Contract Specifications)
EEO Notice of Requirement for Affirmative Action to Ensure EEO
EEO Equal Employment Opportunity Compliance Reports
EEO Executive Order 2009-09

Federal Immigration and Nationality Act 10.0

Records Retention/Contractor-Subcontractor Records 11.0

Jobsite Posters Requirements 12.0

David Bacon Wage Decision for this contract 13.0

DBE / ADOT BECO Forms 14.0

- DBE Form 3102C DBE Goal Assurance
- DBE Form 3106 DBE Intended Participation Affidavit Summary (Prime)
- DBE Form(s) 3105C DBE Intended Participation Affidavit & Confirmation (DBE Subcontractors)
- DBE Bidders/Proposers List / Email Confirmation

To be used as applicable during the course of the construction project as applicable:

- DBE Form 103C GFE Guide
- DBE Form 3108C DBE Termination Substitution Request
- DBE Form 3109C Joint Check Agreement Request
- DBE Form 3114C Joint Check Agreement
- DBE Form 3110C DBE Certification of Final Payment
- Construction Contracts LPA DBE Subcontract Compliance Assurances (for subcontracts)

Forced Labor of Ethnic Uyghurs Certification Form 15.0

1.0

FEDERAL GUIDE

FOR CONTRACTORS

Federal Funded Contract Guide for Contractors/Subcontractors

This is an FHWA federal funded project.

1. This an FHWA Federal Funded Contract/Project. There is a ZERO TOLERANCE for compliance of the federal requirements.
2. **NEW**: Build America-Buy America Requirements – please review the documentation provided.
3. **NEW**: No Retention can be held on federal funded contracts: City to Prime and Prime to Subcontractors.
4. **NEW**: FHWA 1273 10-23-2023
5. A successful responsive low bidder will have 60 calendar days to obtain proper contractor's license required by the State.
6. Prime Contractor Must self-perform **50%** of the contract.
7. Records: Record Retention for federal projects must be maintained for five (5) years following completion. This includes Prime Contractor, Subcontractors, Consultants, Subconsultants.
8. Web Site Registration Requirements:
    a. AZ UTRACS website - (https://utracs.azdot.gov) All Contractors/Subcontractors are required to have a 5-digit AZ UTRACS Number, and have an updated non-expired profile in this system.
    b. ADOT DOORs System – Monthly Payment Reporting System (not just for DBE's) (https://adotdoors.dbesystem.com/) or (https://arizonalpa.dbesystem.com) Contractors/subcontractors must be registered in the ADOT Payment Reporting System. This is where monthly payments will be reported and verified.
    c. SAM (www.sam.gov) – This site identifies contractors who cannot work on a federal funded project due to specific debarments. See Code of Federal Regulations Title 2 Subtitle A Part 180 Subpart H.
        i. No Contractor/Subcontractor with a debarment can work on a federal funded project.
        ii. No Contractor/Subcontractor with an unresolved federal debt can work on a federal funded project.
    d. LCPTracker (Certified Payroll) – (https://prod-cdn.lcptracker.net) Only required if your company work is identified as being required to submit certified payroll reports.

9. CERTIFIED PAYROLL / FRINGE BENEFITS / EMPLOYEE DEDUCTIONS / CLASSIFICATIONS
    a. Certified Payrolls Reporting is a requirement to work on this project.
    b. IMPORTANT: Hours/dates/employees/classifications worked MUST MATCH what jobsite inspector reports on his/her daily report each day. ENSURE YOUR CREW CHECKS IN WITH PRIME AND INSPECTOR.
    c. City of Chandler requires the use of LCPTracker system for transmitting certified payroll reports.
    d. Certified Payroll Reporting Starts: The first day a contractor/subcontractor starts work on site until their contract work is complete and finalized. This includes working and non working weeks.
    e. Late or non-submittal of payroll reports:
        i. US Department of Labor requires that payroll reports be submitted within 7 days of pay date.
        ii. City of Chandler may assess penalty retainer of $2,500 for each non-submitted payroll and/or discrepancy payroll reports submitted and rejected AND CAN BE PASSED TO SUBCONTRACTOR.
        iii. City of Chandler can stop subcontract work until compliance is met.
    f. Foreman, Superintendents, Owners who perform labor on site are considered laborers and MUST BE REPORTED ON CERTIFIED PAYROLL with exception to de minimis time.
    g. Payroll Time Requirements / Legal
        i. All Laborers / Mechanics on Federal Funded Projects Must Be Paid Weekly.
        ii. Contractor Penalty for not paying weekly - $5,000 Fine and/or up to five (5) years in Prison.
        iii. If Contractor lies/falsifies Certified Payroll, penalty can be up to 15 years in jail.
        iv. Under paying employees – subcontract may be terminated, contractor/subcontractor can be debarred from working on federal funded contracts for up to three (3) years.
    h. Project Specific Davis Bacon Wage Decision is included in your contract. Not all Wage Decisions are the same and are "Project Specific". You must pay all certified payroll employees at or above the specified Davis Bacon Wage Decision rates for this project. (Base + Fringe)
    i. Site of Work: Includes project site, other areas where significant portion of the building or work is constructed provided that: 1) such site is established specifically for the contract and no other work, and 2) is located adjacent or virtually adjacent to the site of the work (within visual).
    j. Employee Benefits Plans / Fringes:
        i. If Contractor / Subcontractor wants to utilize company paid benefits paid to employee towards the required Davis Bacon Wage requirement in lieu of cash, the following two items must be submitted to and approved by the City Federal Compliance Oversight.
            1. Company-Employee Benefits and Health care plan. This includes company benefits for employees, which may include more than health care plans, such as vacation, sick leave, 401K, paid time off, etc.
            2. Worksheet showing the hourly breakdown of the costs to be used.

k. Employee Deduction Authorization Form (EDA): All Contractors/Subcontractors submitting certified payroll must submit these forms to the City of Chandler **for every employee that has dollars in the "Other" box** on the payroll reports. This is a one-time submittal for each employee unless deductions change for that employee, and does not need to be submitted with every payroll report. Submit to: Janece Ray at Janece.ray@chandleraz.gov. Request a generic form if you do not have one.
l. Classification Requests (also known as Conformance Requests): If no classification matches a task/employee work classification from the wage decision for this contract, YOU WILL NEED TO SUBMIT A Classification Request SF1444 (City of Chandler Form, ADOT Forms are not allowed).
m. Overtime Requirement by Department of Labor: The overtime rate must be 1.5 x the Base Rate on the Wage Decision or 1.5 x a higher wage rate that you already pay, (you cannot pay 1.5 OT rate on the base rate if you are paying a lower base rate due to higher fringe rate).
n. DO NOT USE 'GENERAL LABORER CLEANUP' as a catch all. DOL DOES NOT WANT TO SEE MORE THAN 3 GENERAL LABORERS TO A SKILLED CLASSIFICATION.

10. EMPLOYEE INTERVIEWS
    a. Employee Interviews process is a Department of Labor federal requirement on federal funded projects. This is to ensure employees are being paid correctly for the tasks they are working. Interviews are confidential and employers cannot have access to interview documentation.

11. PAYMENT REPORTING: (aka Monthly Payments made-received/Prompt Pay Requirements/DBE Dollars-Goal Tracking)
    a. ALL CONTRACTORS AND SUBCONTRACTORS**, MUST** be registered with ADOT's DOORs System in order to work on this federal funded project. (https://adotdoors.dbesystem.com/) THIS INCLUDES PROFESSIONAL SERVICES.
    b. ALL CONTRACTORS/SUBCONTRACTORS are required to report monthly in the above listed system from your first payment to when your contract is complete. This includes months that $-0- payments occur.
    c. Report the date paid; Report the date received. DO NOT GUESS.
        i. DBE's who subcontract down to a lower tier: If Lower Tier is not a DBE, payment amounts to lower tier will not count towards the DBE Goal.
    d. It is not allowed to change/cancel **DBE** Subcontractors without approval from the City.
    e. Scope of Work changes on a DBE subcontract is not allowed without City approval.
    f. Reporting Schedule: Primes must report payments made to subcontractors no later than the 10th of each month for payments made the previous month. Subcontractors must verify or report payment discrepancies by the 30th of each month for report made by the Prime. Subcontractors must report payments made to lower tiers by the 15th of each month for payments made the previous month (including $0).
    g. DBE Subcontractors: important reminder – payments reported total and the DBE Final Payment Certification Form required at completion of subcontract work must have the same total dollars paid – must match.

12. PROMPT PAY
    a. Subcontractors must be paid within 7 days from payment received from the City for the related work.
    b. The following month – by the 10th of each month, Primes must report into the DBE System – reporting all payments made to the subcontractors the previous month as listed above.
    c. Prime is responsible for ensuring subcontractors pay lower tiers.
    d. Subcontractors must pay lower tiers within 7 days of receiving payment from the Prime for work the lower tier performed that was paid to the Prime – to the subcontractor.
    e. Note that just because a subcontractor or a lower tier subcontractor performed work, the Prime may not have been paid for that work. Prompt Pay 7-day payment requirements is for work paid for from the City to the Prime; Prime to the Subcontractor; Subcontractor to the Lower Tier Subcontractor.
    f. Payment reporting: is the reported amount correct, was payment received within 7 days from the date the Prime was paid? DO NOT GUESS.

13. REGISTRAR OF CONTRACTORS LICENSE (ROC)
    a. A current ROC License is required for all Contractors/Subcontractors with exceptions to businesses/services that do not require an ROC License.
    b. Name on the Subcontract, the SRF Request Form, and the ROC License MUST MATCH.

14. BUY AMERICA AND BUILD AMERICA-BUY AMERICA (BABA) REQUIREMENTS FOR MATERIALS
    a. **MATERIALS USED ON THIS PROJECT MUST FOLLOW THE BUY AMERICA REQUIREMENTS**.
    b. Zero tolerance on all material requiring "Buy America" material certification.
    c. Suppliers, vendors, and subcontractors must provide material certifications before material can be accepted, installed, and paid for.
    d. NO PAYMENTS FOR MATERIALS WITHOUT APPROVED MATERIAL CERTIFICATIONS.
    e. Recommendation: Provide Buy America/Build America-Buy America Requirements to your Vendors and Suppliers.

15. JOBSITE POSTERS
    a. There are jobsite poster requirements and City of Chandler will assist with required posters list.
    b. All employees working on site must have access to view jobsite posters without supervision.
    c. All employees must be able to state they have seen the wage decision for this project.

16. SUBCONTRACTORS
    a. Subcontractors (including Professional Services) must go through the approval process with the City.
    b. Subcontractors cannot start until approved by the City. (this includes barricades, professional services etc.)
    c. All subcontractors must notify Prime and Inspector to be on site each day.
    d. FHWA requires Inspector to document on daily report each day, what subcontractors and identify their employees, the task classifications, and equipment subcontractor is utilizing on site.
    e. **DBE Subcontractors**: Subcontracts must be submitted prior to construction start.
    f. All subcontractors (includes lower tiers) must have an ROC license (if the business type requires it).
    g. All contractors/subcontractors must have a **5-digit AZ UTRACS number** (https://utracs.azdot.gov)
    h. All contractors/subcontractors (including lower tiers) will be required to report monthly into the ADOT DBE Reporting System: This is for payments received/not received from Prime, payments made to lower tiers, lower tiers must report payments received/not received.
    i. All DBE Subcontractors MUST perform a minimum of 30% of their contract.
    j. **Testing Subcontractors** must be on the ADOT Accredited Materials Testing Laboratories List. (https://azdot.gov/business/engineering-and-construction/materials/materials-quality-assurance/adot-accredited).

17. TITLE VI
    a. Any complaints related to Title VI while on the jobsite must be forwarded to the City of Chandler Federal Compliance to handle. Please forward complaints to one of the following:
        i. Dan Haskins: 480-782-3335 / dan.haskins@chandleraz.gov
        ii. Janece Ray: 480-782-3331 / janece.ray@chandleraz.gov
    b. Federal Requirements – we must follow the requirements under Title VI –

Title VI: The City of Chandler hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, national origin, age or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which the City receives Federal financial assistance. Any person, who believes his/her Title VI protection has been violated, may file a complaint. Any such complaint must be in writing and filed with the City's Title VI Program Manager within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City by contacting the Capital Projects Title VI Coordinator, Dan Haskins at 480-782-3335 or Daniel.haskins@chandleraz.gov

18. T&M
    a. For T&M work activities, Lump Sum charges/Hourly Rates/Daily Rates ARE NOT ALLOWED on federal funded contracts. Contractors and Subcontractors – required: daily work document signed off by inspector with employees, hours, equipment, description. Invoice documentation must show each date for employees, hours, and certified payroll rates on the applicable APPROVED certified payroll.

19. RETENTION
    a. Due to FHWA Federal requirements on FHWA Federal Funded Contracts, the City must follow the same retention process that ADOT uses, and Contractors must follow the same process as the City. Per the federal regulation options, ADOT has chosen the option to no longer hold retention on federal funded contracts. Therefore, the City and the Contractors cannot hold retention.
    b. Tip for Primes: There are some Federal Compliance tasks that have penalties. Pay attention to subcontractor discrepancies that have penalties such as certified payrolls, payment reporting, and Prompt Pay. These penalties will be deducted from the Prime's pay application payment and the Prime can then pass on/withhold to the applicable subcontractor(s).

20. SANCTIONS / PENALTIES / LIQUIDATED DAMAGES (Certified Payroll, Prompt Pay, DBE Reporting)
    a. Certified Payrolls
        i. Monthly discrepancies will be notified to Prime for the previous month's discrepancies.
        ii. Discrepancy penalties are $2,500 each with a 10-day grace period to correct the discrepancy. Corrections made 11th day to 90th day, the penalty is assessed. Corrections after the 90th day $500 is non-refundable.
    b. Payment Reporting
        i. Not Reporting has required Penalties - Liquidated Damages, non-refundable: If you made any payments to subs and do not report the payments the following month, the penalty that the City must assess and will be withheld from the next pay application, is $ 5,000. non-refundable. And will be assessed again the following month if payment not reported, non-refundable.

ii. After 90 consecutive days of non-reporting of those payment(s), the penalty/liquidated damages will increase to $10,000 for each subsequent month until the Contractor reports.
iii. This Liquidated Damages $1000.00 can only be initiated by the City of Chandler to the Prime, BUT the Prime CAN pass on to the respective Subcontractor who did not report for a payment to a lower tier.

c. Prompt Pay Provisions - Penalty for Non-Payments
i. City of Chandler is required to withhold two times (2x) the amount due to subcontractors if not paid within 7 days of receiving payment. If full payment is made to that subcontractor within 30 days of the date the City of Chandler pays the Prime, the amount withheld (2x the amount due to subcontractor) will be released. If payment is made after the 30 days of the City of Chandler's payment date to the Prime Contractor, 75% will be returned and 25% will be withheld as liquidated damages.
ii. This is also required of subcontractors to lower tier subcontractors.
iii. If non-payment lasts for three consecutive months, or any four months over the course of one project:
1. Withhold monthly progress payments
2. Terminate the contract for default
3. Can be disqualified from future bidding, temporarily or permanently, based on severity of violations.

COURTESY WEBSITE REFERENCE LIST

1	https://utracs.azdot.gov	Register for Utracs 5-digit number, profile, list NAICS codes, shows whether or not you are a DBE. There are links on this page to: -On Line Bidders List -DBE Reporting system
2	https://adotdoors.dbesystem.com/	Payment Reporting System – verifies payments, Prompt Pay, DBE requirements. This is for all contractors, subcontractors, consultants subconsultants.
3	www.sam.gov	Register a profile. This site shows contractors that have outstanding/unresolved federal tax liens or are on a debarment list from working on a federal funded project. You want this site to show your company clear to work on federal funded projects.
4	https://prod-cdn.lcptracker.net/	Certified Payroll Reporting System
5	https://www.dol.gov/whd/resources/posters.htm https://www.dol.gov/ofccp/regs/compliance/posters/ofccpost.htm https://www.dol.gov/vets/programs/userra/poster.htm https://www.osha.gov/Publications/poster.html https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm) https://www.dol.gov/agencies/olms/poster/labor-rights-federal-contractors https://www.azica.gov/posters-employers-must-display https://www.fhwa.dot.gov/programadmin/contracts/fhwa1022.pdf https://www.azica.gov/posters-employers-must-display	Where to find jobsite posters
6	https://azdot.gov/business/engineering-and-construction/materials/materials-quality-assurance/adot-accredited	ADOT Accredited Laboratories ADOT Accredited Materials Testing Laboratories - Independent

2.0

FEDERAL NON-COLLUSION BIDDING CERTIFICATION

FEDERAL NON-COLLUSION BIDDING CERTIFICATION

(This form must be filled out, signed, notarized, and submitted with bid or proposal)

(State of) Arizona
ss.
(County of) Maricopa

I, Chris Eischen of the City of Chandler, in the County of Maricopa, and the State of Arizona, of full age, being duly sworn according to the law of my oath depose and say that:

I am Chris Eischen (Name), a, Division Manager (Title, Position, etc.)

Of the firm of Sunland Asphalt & Construction LLC, the Bidder making the bid for:

Project Name: Chandler Heights Road Gilbert Road to Val Vista Drive

City Project No ST1804.401

Federal Project No CHN-0(244)D

ADOT Project No T0203 01C

And that I executed the said Bid with full authority so to do, that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Chandler relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

The bidder certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of Form-LLL, "Disclosure Form to Report Lobbying", are available at ADOT Contracts and Specifications Services, 1651 W Jackson, Room 121F, Phoenix, AZ 85007. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $1,000,000 for each such failure.

The bidder also agrees, by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all subcontracts, and lower tier subcontracts which exceed $100,000 and that all such subcontractors and lower tier subcontractors shall certify and disclose accordingly.

The City of Chandler will keep the prime contractor's certifications on file as part of their original bid proposals. Each prime contractor shall keep individual certifications from all subcontractors and lower tier subcontractors on file. Certifications shall be retained for three years following completion and acceptance of any given project.

Disclosure forms for the prime contractor shall be submitted to the Engineer at the pre-construction conference. Disclose forms for subcontractors and lower tier subcontractors shall be submitted to the Engineer by the prime contractor along with the submittal of each subcontract or lower tier subcontract as required under 23 CFR 635A and ADOT Specification 108.01 when said subcontracts exceed $100,000.00 During the performance of the contract the prime contractor and any affected subcontractors shall file revised disclosure forms at the end of each calendar year quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. Disclosure forms will be submitted by the engineer to the Federal Highway Administration for further processing.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract. I upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

Signature of Bidder

Chris Eischen

Printed or Typed Name of Bidder

(required)
NOTARY

Subscribed and sworn to before me

this 2 day of August (month), 2024 (year)

Notary Public

Seal:

STEFANIE MONSEN
Notary Public, State of Arizona
Maricopa County
Commission # 611964
My Commission Expires
September 05, 2025

3.0

PROMPT PAY PROVISIONS

CONSTRUCTION AND PROFESSIONAL SERVICES/DESIGN CONTRACTS
PROMPT PAY AND PAYMENT REPORTING PROVISIONS

** FOR USE ON LPA FEDERAL AID PROJECTS **

(07/24/2023)

MEASUREMENTS AND PAYMENT:

(A) Partial Payments:

If satisfactory progress is being made, the contractor shall receive a payment based on the amount of work completed. Progress payments may be made by the LPA/Subrecipient Procurement Office to the contractor on the basis of an approved estimate of the work performed during a preceding period of time. The progress payments will be paid on or before 14 days after the estimate of the work is approved. The estimate of the work will be deemed received by the LPA/Subrecipient Procurement Office on submission to the person designated by the LPA/Subrecipient Procurement Office for the submission, review or approval of the estimate of the work. The LPA/Subrecipient Procurement Office by mutual agreement may make progress payments on contracts of less than 90 days and will make monthly progress payments on all other contracts. Payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract may include payment for material and equipment.

An estimate of the work submitted will be deemed approved and certified for payment after seven days from the date of submission unless before that time the LPA/Subrecipient Procurement Office or Designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the contract. The contractor shall work with the LPA/Subrecipient or the LPA/Subrecipient Designee to finalize monthly estimate. The progress payments will be paid on or before 14 days after the estimate of the work is certified and approved in accordance with Arizona Revised Statutes Section 34-221.

The contractor shall pay to the contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest.

No contract for construction services may materially alter the rights of any contractor, subcontractor, or material supplier to receive prompt and timely payment.

A subcontractor may notify the LPA/Subrecipient Procurement Office in writing requesting that the subcontractor be notified by the Subrecipient Procurement Office in writing within five days from payment of each progress payment made to the contractor.

(B) No Retainage on Progress Payments:

(1) This is a federally-funded project. Therefore, notwithstanding A.R.S. § 34-221, the LPA/Subrecipient Procurement Office will not withhold retainage from progress payments. Neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.

(2) This provision does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:

(a) Delayed work;
(b) Work that is not satisfactorily performed; or
(c) A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.

(C) Subcontractor Payments:

(1) No Retainage:

(a) This is a federally-funded project. Therefore, notwithstanding A.R.S. § 34-221, neither the contractor, nor the subcontractor of any tier, may withhold any retainage on progress payments to subcontractors or suppliers of any tier.

(b) Pursuant to Subsection (B)(2) of this Specification, the contract does not prevent the LPA/Subrecipient Procurement Office from withholding retainage or reducing payments where otherwise provided in the contract. These cases may include, but are not limited to:

(i) Delayed work;
(ii) Work that is not satisfactorily performed; or
(iii) A failure to submit necessary reports, certifications, or documents to the LPA/Subrecipient Procurement Office.

(c) When the LPA/Subrecipient Procurement Office withholds retainage or reduces payments under Subsection (B)(2) of this Specification, the contractor may withhold retainage on progress payments to subcontractors or suppliers of any tier. However, the contractor may only withhold a reasonable amount of retainage.

(d) For the purpose of this section, a “reasonable amount” of retainage is based on the subcontractor’s involvement or the supplier’s involvement in the cause for the LPA/Subrecipient Procurement Office’s reduction of payment. The final amount retained from all subcontractors and suppliers shall not be higher than the amount retained by the LPA/Subrecipient. However, tier subcontracts shall include provisions that comply with this section.

(2) No Set-offs Arising from Other Contracts:

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

(3) Partial Payment:

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the LPA/Subrecipient Procurement Office. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(4) Final Payment:

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(5) Payment Reporting:

For the purposes of this subsection “Reportable Contracts” means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the LPA DBE System which can be accessed at AZ UTRACS on the Arizona Transportation Business Portal at www.azutracs.com. No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter the subcontractor information in the LPA DBE System. Reportable contracts information shall be entered into the system no later than five calendar days after approval by the LPA/Subrecipient Procurement Office.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the last day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the LPA DBE System.

In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract within 15 days of receipt of electronic payment notification and the contractor shall actively monitor the system to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the system between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract payment activity is in the LPA DBE System. This includes all lower-tier Reportable Contracts.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the system.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each month that the contractor fails to submit timely and complete payment information the LPA/Subrecipient Procurement Office will retain $5,000 as sanctions from the monies due to the contractor. After 90 consecutive days of non-reporting, the sanctions will increase to $10,000 for each subsequent month which the contractor fails to report until the information is provided. These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(6) Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the LPA/Subrecipient Procurement Office.

(7) Disputes*:*

If there is a discrepancy between what is reported by the contractor in the LPA DBE System and what the subcontractor indicates, an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the LPA DBE System. It is the contractor’s responsibility to ensure that the email address in the system is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the LPA DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The LPA/Subrecipient will determine whether the contractor has acted in good faith concerning any such explanations. The LPA/Subrecipient and ADOT BECO reserves the right to request and receive documents from the contractor and all subcontractors of any

tier, in order to determine whether prompt payment requirements are met.

The contractor shall implement and use the dispute resolution process outlined in the subcontract or by following the LPA/Subcrecipient escalation process, to resolve payment disputes.

(8) Non-compliance:

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the LPA/Subrecipient Procurement Office deems appropriate, which may include but are not limited to:

(a) Sanctions**:** These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the LPASubrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.
(iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as sanctions.

(b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the sanctions described in paragraph (a) above,
(ii) Terminate the contract for default,
(iii) Disqualify the contractor from future bidding, temporarily or
(iv) permanently, depending on the number and severity of violations, if applicable.

In determining whether sanctions will be assessed, the extent of the sanctions, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient, escalate the decision according to the contract's escalation process.

4.0

TITLE VI

-TITLE VI ASSURANCE

-TITLE VI APPENDIX A

-TITLE VI APPENDIX E

City of Chandler
Title VI / Non-Discrimination Assurances
DOT Order No 1950.2A

The **City of Chandler** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *Federal Highway Administration and Arizona Department of Transportation*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation--Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its *Federal Aid Highway Program.*

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *Federal Aid Highway Program* and, in adapted form, in all proposals for negotiated agreements regardless of finding source:

> *"The **City of Chandler,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to a construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transference for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *The **City of Chandler*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing *Federal Highway Administration or Arizona Department of Transportation* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration or Arizona Department of Transportation.* You must keep records, reports, and submit the material for review upon request to *Federal Highway Administration, Arizona Department of Transportation,* or its designee in timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **City of Chandler** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal Highway Administration and Arizona Department of Transportation.* This ASSURANCE is binding on Arizona, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal Aid Highway Program* the person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Chandler
(Name of Recipient)

By _____ **DATED** 6/11/2024

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5.0

DBE EPRISE

(see DBE Goal in this document)

CONSTRUCTION CONTRACTS
DBE PROVISIONS

FOR USE ON LPA FEDERAL AID PROJECTS WITH GOALS.

(LPA EPRISE, 07/01/2017)

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program and;
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

Local Public Agencies (LPA) and or Subrecipients of Federal financial assistance have adopted ADOT's DBE Program Plan, adhere to the Department's DBE policy and will administer and manage the contracts from advertising, consultant selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the LPA/Subrecipient, with the Department's concurrence, deems appropriate, which may include, but not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55 which definition is incorporated herein by reference.

(B) Committed DBE: A DBE that was identified by the contractor, typically on a DBE Affidavit, to meet an assigned DBE goal as a condition of contract award and performance, and includes any substitute DBE that has subsequently been committed work to meet the assigned contract goal.

(C) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(D) Joint Check: a two-party check between a subcontractor, DBE and/or non-DBE, a prime contractor and the regular dealer of material supplies.

(E) Joint Venture: an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution,

control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

(F) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the US business economy.

(G) Non-DBE: any firm that is not a DBE.

(H) Race Conscious: a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

(I) Race Neutral: a measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race neutral includes gender-neutrality.

(J) Small Business Concern: a business that meets all of the following conditions:

(1) Operates as a for-profit business;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(K) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All bidders should contact the Department’s Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction program of the Department. BECO contact information is as follows:

Arizona Department of Transportation
Business Engagement and Compliance Office
1801 W. Jefferson Street, Room 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov
Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

ADOT has established a Mentor-Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both

parties and to ADOT in fulfilling the requirements of 49 CFR Part 23. For guidance regarding this program, refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. But the program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

ADOT has established an overall annual goal for DBE participation on Federal-aid contracts. ADOT intends for the goal to be met with a combination of race conscious and race neutral efforts. Race conscious participation occurs where the contractor uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, describes race neutral participation as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The contractor shall meet the goal specified herein with DBEs, or establish that it was unable to meet the goal despite making good faith efforts to do so. Prime contractors are encouraged to obtain DBE participation above and beyond any goals that may be set for this project.

The DBE provisions are applicable to all bidders including DBE bidders.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or one of its Unified Certification Program (UCP) partner agencies at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities; only that the firm has met the criteria for DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.02 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do business in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization goals on projects, the Department and the LPA/Subrecipient encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward the DBE contract goal.

SBCs can register online at the AZ UTRACS website. The registration of SBCs is not a representation of qualifications and/or abilities. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

ADOT thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. ADOT encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward the DBE contract goal.

ADOT and the LPA/Subrecipient encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived

from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the LPA/Subrecipient Procurement Office is closed for all or part of the last day, the period extends to the next day on which the LPA/Subrecipient Procurement Office is open.

10.0 Contractor and Subcontractor Requirements:

10.01 General:

The contractor shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.02 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information through a Bidders/Proposers List when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT and the LPA/Subrecipient. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs, must be registered in AZ UTRACS. Bidders may verify that their firm and each subcontractors is registered using the AZ UTRACS website.

Bidders may obtain additional information at the AZ UTRACS website or by contacting the LPA/Subrecipient.

Bidders shall create the Bidders/Proposers List in the AZ UTRACS by selecting all subcontractors, service providers, manufacturers and suppliers that expressed interest or submitted bids, proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, manufacturers and suppliers regardless of the bidders' intentions to use those firms on the project.

All bidders must complete the Bidders/Proposers List online at AZ UTRACS whether they are the apparent low bidder or not. A confirmation email will be generated by the system. The bidders shall submit to the LPA/Subrecipient a copy of the email confirmation no later than 4:00 p.m. on the fifth calendar day following the bid opening. Faxed copies are acceptable.

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE LPA/SUBRECIPIENT PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.

12.0 DBE Goals:

The minimum goal for participation by DBEs on this project is as follows:

10.62 Percent

The percentage of DBE participation shall be based on the total construction bid.

13.0 Submission with Bids:

All bidders are required to certify in their bid proposal on the "Disadvantaged Business Enterprise Goal Assurance" certificate either:

(1) The bidder has met the established DBE goal and arrangements with certified DBEs have been made prior to the submission of the bid, or

(2) The bidder has been unable to meet the established DBE goal prior to the submission of the bid and has made good faith efforts to do so.

For the purpose of this section, 'arrangements' means, at a minimum, agreement between the bidder and the certified DBE, either written or oral, on unit prices and scope of work.

This certificate may not be revised or corrected after submission of the bid. If the bidder certifies that it has met the goal, the bidder cannot change its position after submission of the bid and submit documentation of a good faith effort. If the bidder certifies that it has been unable to meet the goal and has made a good faith effort, the bidder cannot change its

position after submission of the bid and claim to have met or be able to meet the established goal.

Bids submitted with altered, incomplete or unsigned certificates will be considered non-responsive. Bids submitted with certifications on forms other than those furnished by the LPA/Subrecipient Procurement Office will be considered non-responsive.

Certifications on forms other than those furnished by the LPA/Subrecipient will be considered non-responsive.

14.0 Bidder Meeting DBE Goal:

14.01 General:

To be considered responsible and eligible for award of a contract, a bidder who has indicated in its bid that it met the DBE goal must submit the information described in this Subsection no later than five calendar days after bid opening.

If the bid of the apparent low bidder is rejected for any reason, the next low bidder may become the apparent low bidder only if it had submitted the information described in this Subsection or Subsection 15.01, as appropriate, no later than five calendar days after bid opening.

In order to be awarded this contract, a bidder must establish either (1) that it has met the DBE participation goal of the contract or (2) that it has made adequate good faith efforts (GFE) to meet the DBE goal. This requirement is in addition to all other pre-award requirements.

If the apparent low bidder indicates in the bid that it has met the DBE goal, the bidder shall submit a DBE Intended Participation Affidavit for each individual DBE, and the Intended Participation Affidavit Summary as follows:

(1) The DBE Intended Participation Affidavit for each individual DBE and the Intended Participation Affidavit Summary must be received by LPA/Subrecipient Procurement Office no later than 4:00 P.M. on the fifth calendar day following the bid opening. Copies of these forms are available from LPA/Subrecipient. The affidavits and Summary shall indicate that the bidder has met DBE goal if this was indicated on the submittal with the bid.

(2) The Intended Participation Affidavit Summary and the DBE Intended Participation Affidavit for each individual DBE must be accurate and complete in every detail and must be signed by an officer of the contractor(s). Percentages and dollar amounts must be accurate. Percentages shall be listed to two decimal places. The DBE Intended Participation Affidavit Summary must be submitted listing all the DBEs intended to be used and the creditable amounts.

(3) A separate DBE Intended Participation Affidavit must be submitted for each DBE used to meet the goal of the project. The bidder shall indicate each DBE's name,–a description of the work the DBE will perform, bid item number, proposed subcontract amount, and the NAICS code applicable to the kind of work the firm would perform on the contract. A list of certified DBEs with their respective NAICS codes can be located on the DBE Directory at AZ UTRACS website. All partial items must be explained. If not, the DBE will be considered to be responsible for the entire item. The intended DBE must complete and sign the form to confirm its participation in the contract.

(4) The affidavits and summary may be submitted electronically through email to the LPA/ Subrecipient Procurement Office.

(5) A bidder must determine DBE credit in accordance with DBE Subsection 18 (Crediting DBE Participation Toward Meeting Goals). The affidavit will be reviewed, and approved or rejected by the LPA/Subrecipient Procurement Office, with BECO concurrence.

(6) Only those DBE firms certified by the Arizona Unified Certification Program (AZUCP) as of the deadline for bid submittal will be considered for DBE credit. It shall be the bidder's responsibility to ascertain the certification status of designated DBEs.

(7) All DBE commitment amounts must be finalized between the DBE subcontractor and the bidder prior to the deadline for affidavit submittal. Bidders shall not inflate DBE awards in order to meet contract goals.

(8) The bidder bears the risk of late submission or late delivery by the postal service or a delivery service. Affidavits and Summary received by the LPA/Subrecipient Procurement Office after 4:00 P.M. on the fifth calendar day following the bid opening will not be accepted.

(9) Reduction of DBE commitments after affidavit submittal and prior to execution of the contract without good cause will result in the bid being rejected or LPA/Subrecipient rescinding any award. Scheduling conflicts are not necessarily evidence of good cause as this should have been considered during pre-bid negotiations. The contractor is responsible for ensuring the DBE is available to meet the requirements of the contract.

14.02 Failure to Comply:

If the apparent low bidder fails to submit the required information by the stated time and in the manner herein specified, or if the submitted information reveals a failure to meet the requirements of the specifications, the apparent low bidder shall be ineligible to receive award of the contract and the bid will be rejected.

15.0 Documented Good Faith Effort:

15.01 General:

To be considered responsible and eligible for award of a contract a bidder, who has indicated in its bid that it was unable to meet the DBE goal but made good faith efforts must submit the information described in this Subsection no later than five calendar days after bid opening.

If the bid of the apparent low bidder is rejected for any reason, the next low bidder may become the apparent low bidder only if it had submitted the information described in this Subsection or Subsection 14.01, as appropriate, no later than five calendar days after bid opening.

Failure to demonstrate good faith efforts to the satisfaction of the LPA/Subrecipient with concurrence of BECO will result in the rejection of the bid. In the event that the low bid is rejected, the Department will consider award of the contract to the next responsible and responsive bidder. To be considered responsive, the bidder must have submitted the information described in either Subsection 14 or 15 of this DBE special provision, no later than five calendar days after bid opening.

The bidder's good faith effort documentation must be submitted to and received by the LPA/Subrecipient Procurement Office by 4:00 P.M. on the fifth calendar day after the bids are opened. Good faith effort documentation may be submitted electronically through email to the LPA/Subrecipient Procurement Office. Good faith effort documentation submitted after the time specified will not be accepted.

The bidder bears the risk of late submission or late delivery by the postal service or a delivery service.

The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. A generalized assertion that the contractor received multiple quotes is not sufficient unless copies of those quotes are provided.

Bidders are encouraged to review Appendix A of 49 CFR Part 26.

Useful information related to encouraging DBE participation and documented good faith efforts can be found in the "Good Faith Effort Guide" and other documents made available on the internet at BECO's website. The information provided in the "Good Faith Effort Guide" does not replace the specifications; bidders must comply with the requirements of this specification.

In order to be awarded a contract on the basis of good faith efforts, a bidder must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The quality, quantity, and intensity of the different kinds of efforts the bidder made will be evaluated. The efforts employed by the bidder should be those that one could reasonably expect a bidder to make if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Mere pro forma efforts are not sufficient good faith efforts to meet the DBE contract requirements.

The bidder shall, as a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors for a given project. If the bidder cannot meet the goals using DBEs from this geographic area, the bidder, as part of its effort to meet the goals, shall expand its search to a reasonably wider geographic area.

The following is a list of types of efforts a bidder must address when submitting good faith effort documentation:

(1) Contacting the LPA/Subrecipient and BECO prior to the submission of bids, either by e-mail, or by telephone, to inform of the firm's difficulty in meeting the DBE goals on a given project, and requesting assistance. The bidder must document its contact with LPA/Subrecipient and BECO, and indicate the type of contact, the date and time of the contact, the name of the person(s) contacted, and any details related to the communication. The contact must be made in sufficient time before bid submission to allow the LPA/Subrecipient and BECO to provide effective assistance. The bidder will not be considered to have made good faith efforts if the bidder failed to contact LPA/Subrecipient and BECO.

(2) Conducting market research to identify small business contractors and suppliers, and soliciting, through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. This may include attendance at pre-bid meetings and business matchmaking meetings and events, advertising and/or providing written notices, posting of "Notices of Sources Sought" and/or "Requests for Proposals" at reasonable locations, including the contractor's website, written notices or emails to all DBEs listed in the Department's directory of transportation firms that specialize in areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early in the acquisition process as practicable to allow DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.

(3) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

(4) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs in responding to solicitations.

(5) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to the DBE subcontractors and suppliers, and to select those portions of work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided from the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform work.

Mailings to DBEs requesting bids are not alone sufficient to constitute good faith effort.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. However, prime contractors are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Documentation, such as copies of all other bids or quotes, must be submitted.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. The contractor must submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. A generalized assertion that the contractor has received multiple quotes is not sufficient unless copies of those quotes are provided. The Department may contact rejected DBEs as part of its investigation.

However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

In determining whether a bidder has made good faith efforts, the LPA/Subrecipient will review the documented efforts of the contractor and will review the performance of other bidders in meeting the contract goal.

A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

The LPA/Subrecipient will evaluate the submittal and make a determination, with BECO concurrence, on whether in fact good faith efforts have been demonstrated consistent with the specifications and the Federal regulations, 49 CFR 26, Appendix A.

15.02 Failure to Comply:

If the apparent low bidder fails to submit the required information by the stated time and in the manner herein specified, or if the submitted information reveals a failure to meet the requirements of the specifications, the apparent low bidder shall be ineligible to receive award of the contract and the bid will be rejected.

15.03 Appeal and Protest of Good Faith Effort Determination:

Any interested party may appeal the determination of LPA/Subrecipient to the State Engineer. That appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the State Engineer. The protest must be received by the State Engineer no later than seven calendar days after the decision of the LPA/Subrecipient. Copies of the protest shall be sent by the protestant to the LPA/Subrecipient and every bidder, at the same time the protest is submitted to the State Engineer. Any bidder whose bid is rejected for failure to meet the goal or make GFE will be given the opportunity to meet in person with the State Engineer, at the bidder's written request included in the protest, to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

Any interested party may submit a response to the appeal no later than seven calendar days after the appeal. Responses from interested parties must also be in writing and personally delivered or sent by certified mail, return receipt requested, to the State Engineer. Any interested party submitting such response shall also provide a copy of its response to the LPA/Subrecipient and every bidder, at the same time the protest is submitted to the State Engineer. The State Engineer shall promptly consider any appeals under this subsection and shall notify the LPA/Subrecipient and all bidders in writing of the State Engineer's findings and decision.

In accordance with 49 CFR 26.53(d)(5), the result of the State Engineer's decision is not subject to administrative appeal to the USDOT.

16.0 Rejection of Low Bid:

If, for any reason, the bid of the apparent low bidder is rejected, a new apparent low bidder will be identified. The LPA/Subrecipient Procurement Office will notify the new apparent low bidder.

A bidder may become the apparent low bidder only if it had submitted the information described in Subsection 14.01 or 15.01, as appropriate, no later than five calendar days after bid opening.

17.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with Prompt Pay and Payment Provision Reporting requirements section of the contract specifications.

18.0 Crediting DBE Participation Toward Meeting Goals:

18.01 General Requirements:

To count toward meeting a goal, the DBE firm must be certified as of the deadline for submission of bids in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS under the Firm Directory. General descriptions of all NAICS codes can be found at www.naics.com.

Credit towards the contractor's DBE goal is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation. Work included in a force account item cannot be listed on the DBE Intended Participation Affidavit.

The contractor bears the responsibility to determine whether the DBE possesses the proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the contractor bears the responsibility to notify the LPA/Subrecipient immediately after the contractor becomes aware of the situation, and request approval to replace the DBE with another DBE. The

contractor shall follow the DBE termination/substitution requirements described in Subsection 24.0 of these DBE provisions.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. A DBE joint venture partner shall be responsible for a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control.

The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

With the exception of bond premiums, all work must be attributed to specific bid items. Where work applies to several items, the DBE contracting arrangement must specify unit price and amount attributable to each bid item. DBE credit for any individual item of work performed by the DBE shall be the lesser of the amount to be paid to the DBE or the prime contractor's bid price. If the amount bid by the DBE on any item exceeds the prime contractor's bid amount, the prime contractor may not obtain credit by attributing the excess to other items.

Where more than one DBE is engaged to perform parts of an item (for example, supply and installation), the total amount payable to the DBEs will not be considered in excess of the prime contractor's bid amount for that item.

Bond premiums may be stated separately, so long as the arrangement between the prime contractor and the DBE provides for separate payment not to exceed the price charged by the bonding company.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

If a DBE performs part of an item (for example, installation of materials purchased by a Non-DBE), the DBE credit shall not exceed the lesser of (1) the DBE's contract or (2) the prime contractor's bid for the item, less a reasonable deduction for the portion performed by the Non-DBE.

When a DBE performs as a partner in a joint venture, only that portion of the total dollar value of the contract which is clearly and distinctly performed by the DBE's own forces can be credited toward the DBE goal.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE used to meet the goal must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a construction contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards the DBE goal only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward a DBE goal.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

18.02 DBE Prime Contractor:

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the DBE goal on the contract or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder or any other DBE subcontractors and DBE suppliers will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors and suppliers, on the DBE Intended Participation Affidavit and Summary in order to receive credit toward the DBE goal.

18.03 Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to meet a contract goal on a new contract, but may be considered to meet the contract goal under a subcontract that was executed before the DBE suspension or decertification is effective.

When a committed DBE firm or a DBE prime contractor loses its DBE eligibility and a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward the contract goal. The contractor must meet the contract goal with an eligible DBE firm or firms or demonstrate good faith effort. When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the contractor may continue to use the firm on the contract and may continue to receive credit toward the DBE goal for the firm's work.

18.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract of any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

18.05 Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

18.06 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor toward DBE goals only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the LPA/Subrecipient will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the LPA/Subrecipient will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the LPA/Subrecipient will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The LPA/Subrecipient will

determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The LPA/Subrecipient will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the LPA/Subrecipient's decision.

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by the ADOT BECO no later than seven calendar days after the decision of LPA/Subrecipient. LPA/Subrecipient decision remains in effect unless and until ADOT BECO reverses or modifies LPA/Subrecipient decision. ADOT BECO will promptly consider any appeals under this subsection and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The LPA/Subrecipient will conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the LPA/Subrecipient staff will make every effort not to disrupt work on the project.

18.07 Trucking:

LPA/Subrecipient will use the following factors in determining whether a DBE trucking company is performing a commercially useful function. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract on every day that credit is to be given for trucking.

The contractor will receive credit for the total value of transportation services provided by the DBE using trucks it owns, insures and operates, and using drivers it employs.

The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services.

The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks with drivers from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE leased trucks with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks with drivers receives credit only for the fee or commission paid to the DBE as a result of the lease agreement.

Example: DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. DBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Example: DBE Firm X uses two of its own trucks on a contract. It leases three additional trucks from non-DBE Firm Z. Firm X uses is own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all five trucks.

For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. Credit will be allowed only for those lease costs related to the time each truck is devoted to the project.

DBE credit for supplying paving grade asphalt and other asphalt products will only be permitted for standard industry hauling costs, and only if the DBE is owner or lessee of the equipment and trucks. Leases for trucks must be long term (extending for a fixed time period and not related to time for contract performance) and must include all attendant responsibilities such as insurance, titling, hazardous waste requirements, and payment of drivers.

18.08 Materials and Supplies:

LPA/Subrecipient will credit expenditures with DBEs for material and supplies towards the DBE goal as follows. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies is credited. A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract, and of the general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies is credited. A DBE regular dealer is defined as a firm that owns, operates, or maintains a store or warehouse or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established,

regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, stone or asphalt without owning, operating, or maintaining a place of business, as provided above, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement, and not on an ad-hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph and the paragraph above.

With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the LPA/Subrecipient will credit the entire amount of the fees or commissions charged by the DBE for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves may not be counted toward the DBE goal.

The LPA/Subrecipient will credit expenditures with DBEs for material and supplies (e.g. whether a firm is acting as a regular dealer or a transaction expediter) towards the DBE goal on a contract-by-contract basis. The fact that a DBE firm qualifies under a classification (manufacturer, regular dealer or supplier) for one contract does not mean it will qualify for the same classification on another contract. The bidder shall be responsible for verifying whether a DBE qualifies as a DBE manufacturer, regular dealer or supplier. The bidder may contact the LPA/Subrecipient for assistance in this determination.

19.0 Effect of Contract Changes:

If for any reason it becomes apparent that the DBE goal will not be met then the contractor shall: (1) immediately notify the LPA/Subrecipient of the potential or actual decrease in DBE compensation, and (2) make good faith efforts to obtain DBE participation to meet or exceed the DBE contract goal. Good faith efforts required under the provisions of this section may vary, depending on the time available, the nature of the change, who initiated the change, and other factors as determined by LPA/Subrecipient.

LPA/Subrecipient will approve or deny the contractor's good faith efforts with BECO concurrence.

The contractor is not required to take work committed to another subcontractor and assign it to a DBE subcontractor in order to meet the committed DBE percentage.

If the resulting change increases the scope or quantity of work being done by a DBE subcontractor, the DBE shall be given the opportunity to complete the additional work and receive additional compensation beyond their original subcontract amount.

20.0 DBE Participation Above the Goal (Race Neutral Participation):

Additional DBE participation above the DBE participation required to meet the contract DBE goal is an important aspect of the Department's DBE program. The contractor is strongly encouraged to use additional DBEs above the DBE goal requirement in the contract to assist the Department in meeting its overall DBE goal and help the Department to meet the maximum feasible portion of its DBE goals through race neutral participation as outlined in 49 CFR Part 26.

There are fewer administrative requirements on the part of the contractor when using race neutral DBEs (DBEs not listed on the DBE Intended Participation Affidavit Summary). For example, if a DBE is not listed on the DBE Intended Participation Affidavit Summary, the DBE does not have to submit an Affidavit, and the subcontract approval process follows the same process of any other subcontract. The contractor does not have to replace the race neutral DBE with another DBE subcontractor if the race neutral DBE fails to perform. Therefore these DBEs are treated as any other subcontractor on the project.

21.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a party shall include, as a physical attachment, DBE Subcontract Compliance Assurances available from the LPA/Subrecipient.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the LPA/Subrecipient and ADOT deem appropriate as outlined in DBE Subsection 2.0.

LPA/Subrecipient reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.

The Contractor shall provide electronic copies of signed subcontract agreements for all DBE Subcontracts listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

22.0 Contract Performance:

Contract items of work designated by the contractor to be awarded to DBEs shall be performed by the designated DBE or a LPA/Subrecipient, with BECO concurrence, approved DBE substitute. DBE contract work items shall not be performed by the contractor, or a non-DBE subcontractor without prior approval by the LPA/Subrecipient, with BECO concurrence. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

The contractor is required to use DBEs identified to meet the contract goal, so the prime contractor is responsible for ensuring that the DBEs are available to meet scheduling, work and other requirements on the contract.

LPA/Subrecipient will conduct reviews to ensure compliance with DBE requirements. The reviews may include, among other activities, interview of DBEs and their employees and the contractor and its employees. The contractor shall cooperate in the review and make its employees available. The contractor shall inform the LPA/Subrecipient in advance when each DBE will be working on the project to help facilitate reviews.

LPA/Subrecipient reserves the right to inspect all records of the contractor and all records of the DBE~~s~~ and non-DBE subcontractors concerning this contract. The contractor must make all documents related to all contracts available to the LPA/Subrecipient upon request.

The contractor shall provide to the LPA/Subrecipient, at the pre-construction conference, copies of all completed, approved, and signed subcontracts, purchase orders, invoices, etc., with all committed DBEs. These documents shall include the AZ UTRACS Registration number for the subcontractor or materials supplier.

Use of every DBE listed on the DBE Intended Participation Affidavit Summary is a condition of this contract. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed on the Intended Participation Affidavit Summary unless the contractor obtains written consent from the LPA/Subrecipient with BECO concurrence. The contractor shall not be entitled to any payment for work or material that is not performed or supplied by the listed DBE, unless the contractor obtains written consent from the LPA/Subrecipient with BECO concurrence.

23.0 Joint Checks:

23.01 Requirements:

A DBE subcontractor and a material supplier (or equipment supplier) may request permission for the use of joint checks for payments from the prime contractor to the DBE subcontractor and the supplier. Joint checks may be issued only if all the conditions in this subsection are met.

1. The DBE subcontractor must be independent from the prime contractor and the supplier, and must perform a commercially useful function. The DBE subcontractor must be responsible for negotiating the price of the material, determining quality and quantity, ordering the materials, installing (where applicable), and paying for the material. The DBE subcontractor may not be utilized as an extra participant in a transaction, contract, or project in order to obtain the appearance of DBE participation.

2. The use of joint checks will be allowed only if the prime contractor, DBE subcontractor, and material supplier establish that the use of joint checks in similar transactions is a

commonly recognized business practice in the industry, particularly with respect to similar transactions in which DBE's do not participate.

3. A material or supply contract may not bear an excessive ratio relative to the DBE subcontractor's normal capacity.

4. There may not be any exclusive arrangement between one prime and one DBE in the use of joint checks that may bring into question whether the DBE is independent of the prime contractor.

5. Any arrangement for joint checks must be in writing, and for a specific term (for example, one year, or a specified number of months) that does not exceed a reasonable time to establish a suitable credit line with the supplier.

6. The prime contractor may act solely as the payer of the joint check, and may not have responsibility for establishing the terms of the agreement between the DBE subcontractor and the supplier.

7. The DBE must be responsible for receiving the check from the prime contractor and delivering the check to the supplier.

8. The prime contractor cannot require the DBE subcontractor to use a specific supplier, and the prime contractor may not participate in the negotiation of unit prices between the DBE subcontractor and the supplier.

23.02 Procedure and Compliance:

1. BECO must approve the agreement for the use of joint checks in writing before any joint checks are issued. The prime contractor shall submit a DBE joint check request form, available from the BECO website, along with the joint check agreement, to LPA/Subrecipient and BECO through email within seven calendar days from the time the subcontract is executed.

2. After obtaining authorization from BECO for the use of joint checks, the prime contractor, the DBE, and the supplier must retain documentation to allow for efficient monitoring of the agreement by the LPA/Subrecipient.

3. Copies of canceled checks must be submitted, with the payment information for the period in which the joint check was issued, electronically through email to LPA/Subrecipient Procurement Office and made available for review at the time of the onsite CUF review. The prime contractor, DBE, and supplier each have an independent duty to report to the LPA/Subrecipient in the case of any change from the approved joint check arrangement.

4. Any failure to comply will be considered by the LPA/Subrecipient, with ADOT concurrence to be a material breach of this contract and will subject the prime contractor, DBE, and supplier to contract remedies and, in the case of serious violations, a potential for termination of the contract, or other remedies which may prevent future participation by the offending party.

24.0 DBE Termination/Substitution:

24.01 General Requirements:

The contractor shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the DBE Intended Participation Affidavit Summary. At a minimum, the contractor shall negotiate in good faith, give timely notices and/or extend deadlines to the extent that it will not jeopardize the contract with the LPA/Subrecipient. Reasonable methods to resolve performance disputes must be applied and documentation provided to LPA/Subrecipient before attempting to substitute or terminate a DBE.

24.02 Contractor Notice of Termination/Substitution:

All terminations, substitutions, and reductions in scope of work to be performed by DBEs listed on the DBE Intended Participation Affidavit Summary must be approved in writing by the LPA/Subrecipient, with BECO concurrence. The contractor shall contact the LPA/Subrecipient within 24 hours from the first sign of any reason for potential DBE termination/substitution.

The contractor shall not terminate a DBE subcontractor listed on the DBE Intended Participation Affidavit or complete the work contracted to the DBE with its own forces or with a non-DBE firm without the LPA/Subrecipient written consent and BECO concurrence. Before submitting a formal request to the LPA/Subrecipient for DBE termination/substitution, the contractor shall give written notice to the DBE subcontractor with a copy to the LPA/Subrecipient of its intent to terminate or substitute the DBE identifying the reason for the action. The notice shall include the deadline for the DBE to submit a written response advising the contractor, LPA/Subrecipient of its position which shall be a minimum of five calendar days after the notice is given. Before making a determination for approval regarding the contractor's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the contractor's request and the DBE firm's response.

24.03 Contractor Request for Termination/Substitution:

The contractor shall formally request the termination or substitution of a DBE listed on the DBE Intended Participation Affidavit Summary by submitting the DBE Termination/Substitution Request form with supporting documentation to the LPA/Subrecipient; form is available from the LPA/Subrecipient. The submission shall include the following information:

1) The date the contractor determined the DBE to be unwilling, unable, or ineligible to perform.

2) A brief statement of facts describing the situation and citing specific actions or inaction by the DBE firm giving rise to contractor's assertion that the DBE firm is unwilling, unable, or ineligible to perform.
3) A brief statement of the good faith efforts undertaken by the contractor to enable the DBE firm to perform.
4) The total dollar amount currently paid for work performed by the DBE firm.
5) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the contractor and the DBE firm have no dispute.
6) The projected date that the contractor requires a substitution or replacement DBE to commence work, if consent is granted to the request.
7) The DBE's response to the notice of intent to terminate. If there is no response from the DBE within the time allowed in the notice of intent to terminate, the contractor shall state that no response was received.

Written consent for terminating any DBE listed on the DBE Intended Participation Affidavit Summary will be granted only where the contractor can demonstrate good cause showing that the DBE is unable, unwilling, or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or substitution of a DBE listed on the DBE Intended Participation Affidavit Summary will not be allowed based solely on a contractor's ability to negotiate a more advantageous contract with another subcontractor. Prior to making a determination for approval regarding the contractor's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the contractor's request and the DBE firm's response.

24.04 Good Cause:

The LPA/Subrecipient, with BECO concurrence, will make the determination of good cause by providing written consent to the contractor after evaluating the contractor's good cause to terminate or substitute a DBE firm. Good cause for this purpose includes the following in relation to the listed DBE subcontractor:

1. Fails or refuses to execute a written contract.
2. Fails or refuses to perform the work of its subcontract in a way consistent with normal industry practice standards. However, good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
3. Fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond/insurance requirements.
4. Becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. Is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.
6. Is not a responsible contractor.
7. Voluntarily withdraws from the project and provides written notice of its withdrawal to the Department.

8. Is ineligible to receive DBE credit for the type of work required.
9. A DBE owner dies or becomes disabled with the result that the firm is unable to complete its work on the contract.
10. Other documented good cause that the BECO determines compels the termination or substitution of the DBE subcontractor.

24.05 DBE Termination/Substitution Good Faith Effort:

If the LPA/Subrecipient approves the termination of a DBE, the contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE. The good faith efforts as identified in DBE Subsection 15.0 shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. If a replacement DBE is not identified for the original DBE's work, the good faith efforts shall be documented and provided, upon request, to the LPA/Subrecipient within seven calendar days from the date of the request.

A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find the replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
The termination of a DBE firm shall not relieve the contractor of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal.

If the LPA/Subrecipient has eliminated items of work subcontracted to a committed DBE, the prime contractor shall still make good faith efforts to replace the DBE with another DBE to the extent necessary to meet the goal. The LPA/Subrecipient will review the quality, thoroughness, and intensity of those efforts and give consideration to when the change was made, the nature of the change, and other factors as determined by the LPA/Subrecipient.

When a DBE substitution has been approved by the LPA/Subrecipient and concurred by BECO, the contractor shall submit an amended DBE Intended Participation Affidavit and Intended Participation Affidavit Summary to LPA/Subrecipient Procurement Office for approval with the substitute DBE's name, description of work, NAICS code, AZ UTRACS registration number, and dollar value of work. Approval from LPA/Subrecipient with BECO concurrence must be obtained prior to the substituted DBE beginning work.

24.06 Sanctions:

Failure by the contractor to carry out the requirements of these DBE Termination/Substitution specifications is a material breach of contract and will result in such remedies as the LPA/Subrecipient deems appropriate, with ADOT concurrence, which will include, but are not limited to the assessment of liquidated damages. The LPA/Subrecipient will deduct from monies due or becoming due to the contractor, the dollar amount of the wrongfully

substituted/replaced DBE subcontract plus 25 percent of the amount remaining to be paid to the DBE as liquidated damages. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

25.0 Certification of Final DBE Payments:

The contractor's achievement of the goal is measured by actual payments made to the DBE. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the LPA/Subrecipient no later than 30 days after the DBE completes its work.

The LPA/Subrecipient and ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the contractor and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the contractor acknowledges that the information is supplied in order to justify the payment of state and federal funds to the contractor.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the LPA/Subrecipient.

26.0 Sanctions for Not Meeting Contract DBE Goal:

If the LPA/Subrecipient determines, with BECO concurrence, that the contractor has, without justification, not met the established DBE goal the LPA/Subrecipient will, at its discretion, deduct up to two times the amount of the unattained portion of established DBE goal from monies due or becoming due the contractor as liquidated damages, based on the circumstances of the noncompliance.

The LPA/Subrecipient, with BECO concurrence, will determine whether liquidated damages will be assessed and the amount of the liquidated damages. The LPA/Subrecipient will consider whether there have been other violations on this or other contracts, whether the failure was due to circumstances beyond the control of the contractor, whether the contractor has made good faith efforts to meet the goal, and other appropriate circumstances.

The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient escalate the decision to the State Engineer. If the contractor does not escalate the decision of the LPA/Subrecipient, in writing, within 15 calendar days of receipt of the decision, the contractor will be deemed to have accepted the decision and there will be no further remedy for the contractor.

In addition to any other sanctions, willful failure of the contractor, DBE or other subcontractor to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in the Department's and LPA/Subrecipient's projects.

27.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

6.0

VERIFICATIONS STATEMENT

FOR

STATUS OF FEDERAL TAX LIENS

STATUS OF DEBARMENT

USE OF E-VERIFY FOR EMPLOYMENT HIRING

CHANDLER arizona

VERIFICATION STATEMENT
FOR
STATUS OF FEDERAL TAX LIENS
USE OF E-VERIFY FOR EMPLOYMENT HIRING
STATUS OF DEBARMENT
UTRACS REGISTRATION/STATUS

This form represents certifying compliance for items listed below:

a) This company has no outstanding unresolved federal tax liens, and,

b) This company uses E-Verify for employment verifications, and

c) This company has not been suspended or debarred from working on a federal funded contract, does not have a proposed debarment pending, has not been indicted, convicted, or had a civil judgement rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specific by Code of Federal Regulations 49 CFR.

d) This company has a current UTracs Registration/Profile.
Website: https://utracs.azdot.gov

**It is recommended that all companies working on a federal funded contract be registered on the SAM website. (www.sam.gov)

If unable to certify to the statements above, company is ineligible to enter into an agreement for federal funded contracts with the City of Chandler.

Company Name:	Sunland Asphalt & Construction LLC		
Company UTracs No:	11128	**Renewal/Expiration Date:**	07/12/2027
Name of Person Signing:	Chris Eischen		
Title of Person Signing:	Division Manager		
Signature:			
Date	08/02/2024		

7.0

FHWA 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

8.0

BUY AMERICA

BUILD AMERICA / BUY AMERICA

MATERIAL CERTIFICATIONS

REQUIREMENTS

BUY AMERICA / BUILD AMERICA BUY AMERICA / MATERIAL CERTIFICATION REQUIREMENTS
For City of Chandler Federal Funded Projects Per FHWA

The City of Chandler will follow Buy America requirements and the Build America Buy America requirements.

A. REGULATIONS

1. FHWA - BUY AMERICA AND THE NEW BUILD AMERICA, BUY AMERICA REGULATION EFFECTIVE NOVEMBER 1, 2022.

https://www.transportation.gov/sites/dot.gov/files/docs/buy_america_provisions_side_by_side.pdf)
Federal Highway Administration (FHWA) - 23 U.S.C. § 313 – Buy America; 23 C.F.R. § 635.410

The Secretary of Transportation shall not obligate any funds unless steel, iron, and manufactured products used In such project are produced in the United States.

2. MAG SPECIFICATION SECTION 106.2.1

3. ADOT SPECIFICATION 106, 106.05 AND 106.15

B. PROCEDURE FOR MATERIAL CERTIFICATION REQUIREMENTS – CITY OF CHANDLER

1. All material for a federal funded project must have a material certification.
2. All material delivered to jobsite must be accompanied by a material certification.
3. Material Certifications must be submitted to the City of Chandler representative for review and approval and is not deemed accepted until City of Chandler representative approval.
4. Buy America Material – All Iron and Steel products. (See Item A above)
5. Buy America Material Installation: All Buy America Iron and Steel Products **MUST NOT be installed without Material Certification received and approval from City of Chandler.**
6. All non-Buy America Material Installation: All non-Buy America material, if installed without material certification receipt and approval is at the Prime Contractor's risk and WILL NOT BE PAID until approval of material certification for that material.

C. MATERIAL CERTIFICATIONS – Every Material Certification must have the following– Items 1-11

1. Project Name
2. City Project Number
3. Federal Project Number
4. ADOT Number (previously known as Tracs Number) (if FHWA funded project)
5. Supplier Information: Name, Address, Telephone Number
6. Description of the material supplied
7. Quantity of material represented by the certificate
8. Means of material identification, such as label, lot number, or marking
9. A Statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
10. Authorization Signature Statement: A statement that the individual signing has the legal authority to bind the manufacturer or the supplier of the material.
11. The name, title, signature, and date of signature of the signing-responsible individual.
12. Statement that that Federal Requirements for Buy America / BABA have been followed.

ADOT SPECIFICATION – BUILD AMERICA BUY AMERICA (106CMATLS, 10-20-22)

SECTION 106 CONTROL OF MATERIALS: of the Standard Specification is modified to add:

106.17 Construction Materials

A construction material, when used on a federal-aid construction project shall comply with the requirements of Build America Buy America (BABA) Act specific in Title IX, Subtitle A, Part 1, Sections 70901 and 70911-70918 of the Infrastructure Investment and Job Act (ILJA).

A 'construction material' that is permanently incorporated on the project shall include an article, material, or supply that is or consists primarily of the following:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall

Items manufactured through a combination of either two or more materials listed above, or at least one of the materials list above and a material not listed shall be considered as a manufactured product, rather than as a construction material.

Build America Buy America provisions specified for manufactured products in Section 70912(6)(B) of the ILJA, do not apply to federal-aid construction projects per FHQWA's existing statutory requirement applicable to manufactured products. A "manufactured product' is considered to be an item that undergoes one or more manufacturing processes before the item can be used on a federal-aid construction project.

Construction materials shall not include cement and cementitious materials; bituminous materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

All construction materials shall be produced in the United States. This means, all manufacturing processes to produce the construction materials shall occur in the United States. All manufacturing processes for construction materials shall mean the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

The contractor shall furnish the Engineer with Certificate of Compliance, conforming to the requirements of Subsection 106.05 of the ADOT specifications, which shall state that the construction materials incorporated in the project meet the requirements specified herein.

Certificates of Compliance shall also certify that all manufacturing processes to produce construction materials occurred in the United States.

Convict-produced materials are prohibited in accordance with the requirements of 23 CFR 635.417.

Bipartisan Infrastructure Law – Build America, Buy America Act

Questions and Answers

Updated 2/1/2023

Except for any statutes and regulations cited, the contents of this document do not have the force and effect of law and are not meant to bind States or the public in any way. This document is intended only to provide clarity regarding existing requirements under the law or agency policies.

1. What does the Build America, Buy America Act (BABA or the Act) require?

The BABA, part of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (Nov. 15, 2021), establishes several procedural and substantive requirements with respect to Buy America.

The procedural requirements under BABA, generally focused on Buy America implementation, include requirements for agencies to review existing Buy America preference requirements, submit reports to the Office of Management and Budget (OMB) and to Congress, review waivers of general applicability, and coordinate with the Made in America Office (MIAO) within OMB in the processing of waivers. See BABA Sections 70913(a) and (b); 70914(d); and 70923(b).

The substantive requirements under BABA include a Buy America preference that all Federal agencies must apply to any Federal financial assistance program for infrastructure that is not already subject to existing Buy America requirements for the relevant categories. See BABA Sections 70914(a) and 70917(a).

2. Do FHWA's existing requirements for steel/iron items and manufactured products continue to apply?

Yes. BABA Section 70917(a) provides that the Buy America requirements under Section 70914 apply only to the extent that Federal agencies do not already apply a Buy America preference as described in Section 70914 to steel, iron, manufactured products, and construction materials. This provision clarifies that Section 70914 of the Act does not supplant FHWA's existing Buy America policies and provisions that meet or exceed the standards required by the Act, such as its requirements for iron and steel under 23 U.S.C. 313. BABA Section 70914(d) also provides a process for reviewing existing waivers of general applicability, such as FHWA's general waiver for manufactured products.

3. Does BABA require the application of Buy America to any new categories of products for Federal-aid highway projects?

Yes. BABA Section 70914(a) requires FHWA to extend coverage of Buy America to "construction materials." Since 23 U.S.C. 313 does not specifically apply to construction materials, the BABA requirements for construction materials apply to Federal-aid highway projects.

Contact

- **Edwin Okonkwo**
  Office of Preconstruction, Construction and Pavements
  202-366-1558
  E-mail Edwin

4. What guidance is available concerning the application of Buy America to construction materials?

On April 18, 2022, OMB issued Memorandum M-22-11 titled "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure." The Memorandum provides initial guidance on the implementation of BABA, including preliminary guidance addressing the requirement at BABA Section 70915(b) for OMB to define the term "all manufacturing processes" for construction materials. This Memorandum can be found at: https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf.

5. When did the BABA requirement for construction materials become effective on Federal-aid highway projects?

BABA Section 70914(a) provided that the new domestic preference requirements (including the requirement for construction materials) would become effective on May 14, 2022, which is 180 days after the date of enactment of the Act. However, DOT also issued a temporary transitional waiver of the BABA construction materials requirement to allow a reasonable adjustment period for recipients of DOT financial assistance — including States, local communities, Tribal nations, and industrial vendors — to develop and transition to new compliance and certification processes for construction materials. See https://www.transportation.gov/regulations/temporary-waiver-buy-america-requirements-construction-materials. The Temporary Construction Materials Waiver is applicable to awards that were obligated on or after May 14, 2022, and before November 10, 2022.

6. What is a construction material?

According to preliminary guidance in OMB Memorandum M-22-11, "construction materials" includes an article, material, or supply — other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives — that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

7. What are the Buy America standards that apply to the manufacturing process for construction materials?

According to OMB Memorandum M-22-11, pending issuance of final standards, agencies should consider "all manufacturing processes" for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

OMB Memorandum M-22-11 is preliminary guidance. OMB has sought additional stakeholder input and will be issuing further guidance identifying which products should be considered construction materials and the manufacturing processes that should be considered as part of "all manufacturing processes" for those products. FHWA plans to issue updated guidance once OMB has finalized its guidance.

9.0

EEO

- **EEO Clause / Statement**
- **EEO Executive Order 11246**
  (Standard Federal EEO Construction Contract Specifications)
- **EEO Notice of Requirement for Affirmative Action to Ensure EEO**
- **EEO Equal Employment Opportunity Compliance Reports**
- **EEO Executive Order 2009-09**

EEO CLAUSE / STATEMENT
and
CONTRACTOR EEO OFFICER

PRIME CONTRACTOR: Sunland Asphalt & Construction LLC

PRIME CONTRACTOR EEO OFFICER: Nancy Quinn

PRIME CONTRACTOR SIGNATURE: 

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

APRIL, 1969

The Prime Contractor hereby certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: the above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7b (1),) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Information concerning Standard Form 100 (EEO01) is available from:

Joint Reporting Committee
P.O. Box 19100
Washington, D.C. 20036-9100

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

****Note: This document to be added to the Jobsite Posters**

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
EXECUTIVE ORDER 11246, July 1, 1978

(Revised November 3, 1980)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority:

c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless or race):

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands): and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership or participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment ad training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreement , to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such site or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on builetin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and

Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative actions obligations (7a through p). The efforts of a contractor association, joint contractor- union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a seperate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as al imitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(EXECUTIVE ORDER 11246)

JULY 1, 1979 (Revised November 3, 1980)

(Revised April 15, 1981)

1. The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered areas, are as follows:

	Minority	Female
Tucson & Balance of Pima County	24.1	6.9
Cochise, Graham, Greenlee &Santa Cruz Counties	27.0	6.9
Phoenix and Balance of Maricopa County	15.8	6.9
Apache, Coconino, Gila, Mohave, Navajo, Pinal, Yavapai, and Yuma Counties	19.6	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in all areas where the contractor has Federal or federally assisted work.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE REPORTS

(Project, Training and Annual)

Federal-Aid Projects

February 1, 1977; Revised July 1, 1978; Revised November 3, 1980
Revised April 15, 1981; Revised September 7, 1983
Revised October 15, 1998; Revised August, 1, 2005;
Revised March 1, 2015, Revised August 24, 2016

ANNUAL REPORT:

For each contract in the amount of $10,000 or more, and for each subcontract, regardless of tier not including material suppliers, in the amount of $10,000 or more, the contractor and each subcontractor regardless of tier shall submit an annual Equal Employment Opportunity (EEO) Report containing all the information required on Form FHWA-1391.

The staffing figures to be reported should represent the project workforce on board in all or any part of the last payroll period preceding the end of July.

The report shall be submitted no later than August 15 to the City of Chandler federal compliance officer.

Executive Order 2009-09

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS
NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
Superseding Executive Order 99-4 and Amending Executive Order 75-5

WHEREAS, Executive Order 99-4 was effectuated to assure that persons or entities contracting with the State of Arizona or its political subdivisions comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, et. seq.) and with Arizona's Civil Rights Act (Title 41, Chapter 9, Article 4);

WHEREAS, Executive Order 99-4 correctly states that various religious organizations are exempted from Arizona's Civil Rights Act;

WHEREAS, Executive Order 99-4 does not expressly state the federal and state exemptions for Indian tribes under both the federal and State Civil Rights Acts;

WHEREAS, 42 U.S.C. § 200e(b)(1) exempts tribes from the definition of employer;

WHEREAS, A.R.S. § 41-1461 4 (b)(i) also exempts Indian tribes from the definition of employers to whom the Arizona Civil Rights Act applies;

WHEREAS, Indian tribes across the State have recently begun to experience difficulty contracting with the State, often for money or services to which they are lawfully entitled, as a result of their exclusion from specified exemptions within Executive Order 99-4;

WHEREAS, the Attorney General's Office has in some cases interpreted the existing provisions as requiring tribes to waive rights guaranteed by both federal and State law;

WHEREAS, a modification is necessary to expressly provide that the exemptions found in federal and State law continue in full force and effect;

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of this State, hereby order and direct as follows:

1. Executive Order 75-5 is hereby amended as follows:

PART I - Non-discrimination in employment by government contractors and subcontractors.

Unless otherwise exempted by federal or state civil rights laws, all government contracting agencies shall include in every government contract hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

A continued Executive Order No. 75-5 is hereby amended to permit government contractors and subcontractors that are exempted from compliance under Title 41, chapter 9, article 4, Arizona Revised Statutes or 42 U.S.C. § 200e(b)(1), to provide employment preferences consistently with federal and state statutes;

Therefore, Executive Order 75-5 does not apply to Indian tribes. It likewise does not apply to religious organizations with respect to the employment of individuals of a particular religion to perform work connected with the activities of the employer. It also provides that religious organizations may provide employment preferences based upon religion when dealing with a bona fide occupational qualification reasonably necessary to the operation of the religious organization. This is consistent with the provisions of the Civil Rights Act of 1964 (42 U.S.C. 2000e, et seq.). In addition, in the Personal Responsibility and Work Opportunity Reconciliation Act, P.L. 104-193, Congress provided that religious organizations are eligible for the receipt of federal funds on the same basis as other private organizations.

Executive Order No. 75-5 prohibits all other government contractors and subcontractors from discriminating against any employee or applicant for employment because of race, age, color, religion, sex or national origin. Executive Order No. 75-5 further requires all government contractors and subcontractors to take action to insure that applicants are employed and employees are treated during employment without regard to their race, age, color, religion, sex or national origin.

B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard of race, age, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under the Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records. and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended, in whole or in part, and the contractor may be declared ineligible for future government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be

imposed and remedies invoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Rights Division.

F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to the subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vender as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interest of the Sate of Arizona.

G. Each contractor having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontract and shall be in form as the Arizona Civil Rights Division may prescribe.

H. Bidders or prospective contractors of subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in such event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.

I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers of providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices an policies affecting compliance as the contracting agency or Civil Rights Division may prescribe: provided that, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

J. The contracting agency or the Civil Rights Division shall require that the bidder or prospector contractor or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions

of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Division may require.

PART II - Enforcement

A. Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and the rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance of the Division's functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.

B. The Civil Rights Division may investigate the employment practices of any government contractor if subcontractor of initiate such investigation by the appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of a government contractor or subcontractor which alleges discrimination contrary to the contractual provisions specified in Part I of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency, that agency shall report to the Civil Rights Division what action has been taken or it's recommendation with regard to such complaint.

C. The Civil Rights Division shall use its best efforts directly and through contracting agencies, other interested state and local agencies, contractors and all other available instrumentalities to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training for it in the course of such work or cooperate in the implementation of the purposes of this order.

D. The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rule, regulation or order of the Civil Rights Division may hold such hearings, public or private, as the Division may deem advisable for compliance, enforcement of educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil Rights Division prior to imposing, ordering or recommending the imposition of penalties and sanctions under this order.

E. No order for debarment of any contractor from further government contracts under this order shall be made without affording the contractor an opportunity for a hearing.

F. Sanctions and Penalties. In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.

1. Contracts may be cancelled, in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division: provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any noncomplying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this order.

2. Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order of before a contract shall be cancelled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with the contract provisions of this order.

G. This Executive Order shall become effective immediately of its issuance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

Janice K. Brewer

GOVERNOR

DONE at the Capital in Phoenix, Arizona this 20th day of October In the Year Two Thousand and Nine and of the Independence of the United States of America the Two Hundred and Thirty-Third.

ATTEST:

Ken Bennett

SECRETARY OF STATE

10.0

FEDERAL IMMIGRATION AND NATIONALITY ACT

Federal Immigration and Nationality Act

(Reference to Arizona Executive Order 2005-30)

The contractor, including all subcontractors, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The Agency (City of Chandler) shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

By submission of a bid, the contractor warrants that the contractor and all prosed subcontractors are and shall remain in compliance with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract. The Agency may, at its sole discretion, require evidence of compliance from the contractor or subcontractor. Should the Agency request evidence of compliance, the contractor or subcontractor shall have ten (10) working days from receipt of the request to supply adequate information. The Department and Agency (City of Chandler) will accept, as evidence of compliance, a showing by the contractor or subcontractor, that it has followed the employment verification provisions of the Federal Immigration and Nationality Act as set forth in Sections 274A and 274B of that Act, including implementation of regulations and agreements between the Department of Homeland Security and the Social Security Administration's verification service. The contractor shall include the requirements of this provision in all subcontracts for this project.

Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. The Agency will recue the contractor's compensation by $10,000 for the initial instance of non-compliance by the contractor or a subcontractor. Should the same contractor or subcontractor commit subsequent violations within a two (2) year time period from the initial violation, the contractor's compensation will be reduced by $50,000 for each violation. The third instance by the same contractor or subcontractor within a two (2) year period may result, in addition to the $50,000 reduction in compensation, in removal of the offending contractor of subcontractor, suspension of work in whole or in part or, in the case of a third violation by the contractor, termination of the contract for default in addition, the Department may debar a contractor or subcontractor who has committed three (3) violations within a two (2) year period for up to one (1) year. For purposes of this paragraph, a violation by a subcontractor does not count as a violation by the contractor.

Any delay resulting from a sanction under this subsection is a non-excusable delay. The contractor is not entitled to any compensation or extension of time for any delays or additional costs resulting from a sanction under this subsection.

11.0

RECORDS RETENTION

CONTRACTOR/SUBCONTRACTOR RECORDS

RECORDS RETENTION

Contractor and Subcontractor Project Records

(Reference to A.R.S.35-214)

The contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, including electronic data, and all other material relating to the contract and project for five (5) years following completion and acceptance of the work.

All of the above material shall be made available for auditing, inspection, and copying and shall be produced upon request to the Agency.

The City of Chandler – Capital Projects

215 E Buffalo Street, Mail Stop 407

Chandler, Arizona 85225.

The contractor shall insert the above requirement in each subcontract purchase order and lease agreement and shall also include in all subcontracts, a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order, or lease agreement.

12.0

JOBSITE POSTERS REQUIREMENTS

(Reference Guide Only)

CONSTRUCTION BID / CONTRACT FEDERAL DOCUMENTS SECTION
JOBSITE POSTER REQUIREMENTS REFERENCE

Jobsite Poster Requirements Section – Requirements are subject to changes. Prime Contractor will be provided with an updated checklist and updated screen shots or copies from websites as needed or requested. It is required to have the most current poster revisions.

CONSTRUCTION JOB SITE POSTERS BOARD REQUIREMENTS –FHWA

Date		Project Name	
Checked by		Project Numbers	

	Must have a Project Jobsite Poster Board
	Location – must be located away from Management View
	Must be updated if weather damaged

Item	English-1	Spanish-2	Poster Title
1			Employee Rights Under Davis Bacon for Laborers & Mechanics Act – (WH1321) 10-2017
2A			Minimum Wage Jobsite Poster – Arizona 01-2024 (*$14.35_
2B			Minimum Wage Jobsite Poster – Federal – Federal Contractors Minimum Wage 01-2024
3			Employee Rights Under the Employee **Polygraph** Protection Act – (WH1462) WH1462 02-2022
4			Employee Rights Under the **Family Medical Leave** Act – (WHD1420) 04-2023
5			Employee Rights Under the National Labor Relations Act (Exec Order 13496) ******MUST BE 11X17 or 2-page version as 8.5x11**** 2022-05-02***
6			EEO Know Your Rights Wk Place Discrimination 2023-06-27
7			EEO – Contractor EEO Policy Statement (comes with bid / contract) –******COC combines 8a and 8b into 1*** ***By putting a statement at the bottom of the EEO Policy Statement to put EEO Officer name.*** 2024-01-09
8			Pay Transparency Nondiscrimination Provision (Exec Order 11246) 12-2016
9			USERRA - Your Rights Under **USERRA** – Uniformed Services Employment 05-2022
10			**OSHA** Job Safety - Safe Work-Place – 20195 ******OSHA states must be at least 8.5x14 (can be 11x17)***
11			FHWA 1022 Fraud - 05-2015
12			Arizona Workers' Compensation Law (English/Spanish) NO Date
13			Unemployment Insurance AZ 08-19 (POU-003)
14			Fair Wages Earned Paid Sick Time 07-01-2017
15			Title VI – (English/Spanish/Chinese)
16			FHWA 1273 – Contract Provisions for Federal Aid Construction Contracts 10-23-2023
17			Davis Bacon Wage Decision
18			DURING CONSTRUCTION: Added Classifications List (if applicable)

No 1 Poster copy to have the following information in the blank boxes at the bottom.

CITY OF CHANDLER	CIUDAD DE CHANDLER
TEL: 480-782-3331	Tel: 480-782-3331
215 E. Buffalo St, PO Box 4008, MS407	215 E Buffalo St, PO Box 4008, MS407
Chandler, AZ 85244	Chandler, AZ 85244

No 5 Employee Rights Under the National Labor Relations Act:
Size requirement options are that you must post as 11x17 or you may use two-page format of 8.5x11's.

No 07 This EEO Clause/Statement was in bid/submitted with bid. Contractor and/or City can provide.

No 12 FHWA 1022 Fraud – Information to add:

Under "State Highway Department"	Under "Federal Highway Administration":
Arizona Department of Transportation	4000 N Central Ave, #1500
Deputy State Engineer	Phoenix, AZ 85012
206 S 17th Ave, Phoenix, AZ 85007	

No 15 This is a "City of Chandler specific" federal required poster. City of Chandler will provide this poster.

No 17 Davis Bacon Wage Decision is project specific. ONLY post the contract specific wage decision

No 18 Davis Bacon Wage Decision has a last page that is blank – use this page to attach when Wage Classifications Have been added/approved.

Courtesy - Web Site Links for Posters

https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm (posters at this site are: 1,3,4,6,8, 9,10,11)
https://www.fhwa.dot.gov/construction/cqit/ (16)
https://www.sam.gov (17)
https://www.dol.gov/agencies/olms/poster/labor-rights-federal-contractors (5)
https://www.dol.gov/agencies/whd/posters (4,2C, 1)
https://www.dol.gov/sites/dolgov/files/VETS/files/USERRA-Poster.pdf (9)
https://www.azica.gov/claims-workers-compensation-compliance-poster (12, 14)
https://des.az.gov/sites/default/files/legacy/dl/POU-003.pdf (13)
https://www.laborposters.org/arizona/16-arizona-minimum-wage-spanish-poster.htm (2A.2)
https://www.dol.gov/agencies/whd/government-contracts/eo14026 (2c)

Rev 2024-01-29

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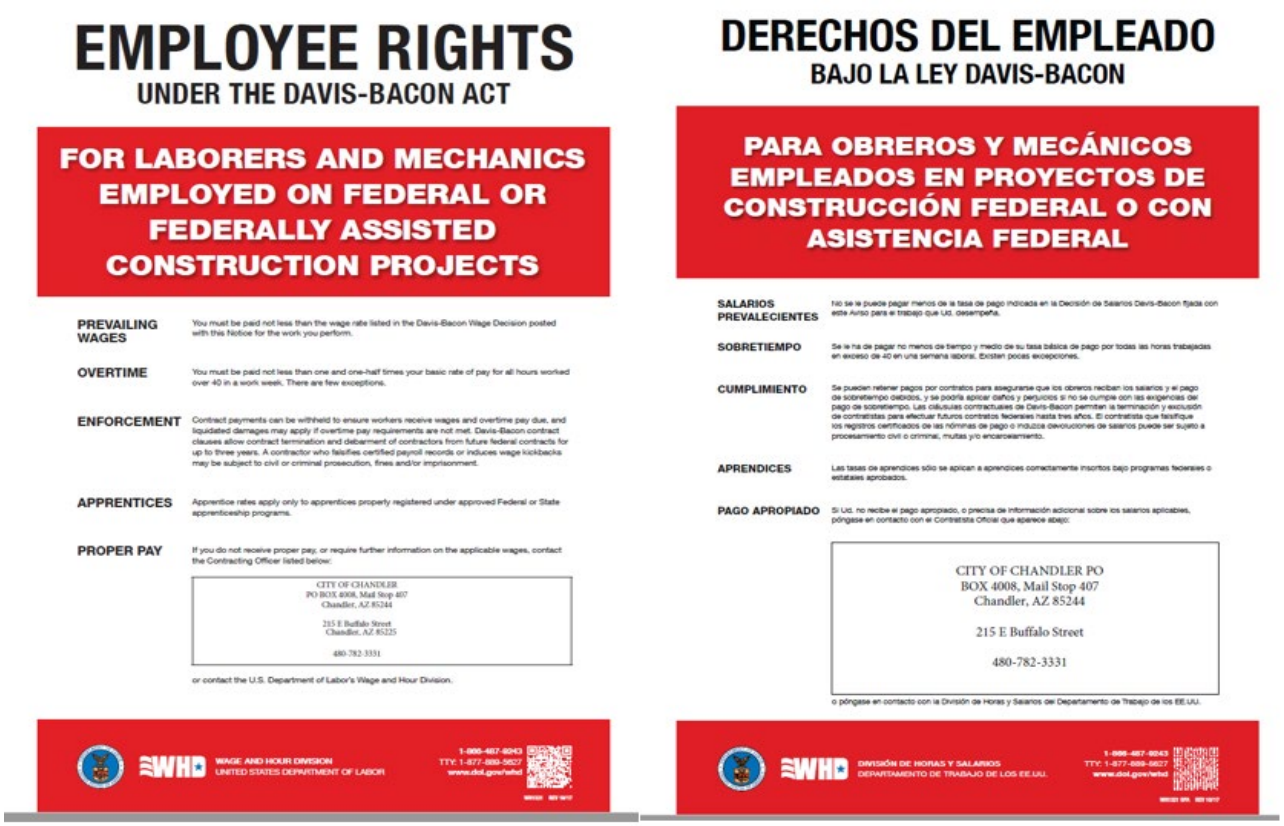

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

CITY OF CHANDLER
PO BOX 4008, Mail Stop 407
Chandler, AZ 85244

215 E Buffalo Street
Chandler, AZ 85225

480-782-3331

or contact the U.S. Department of Labor's Wage and Hour Division.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO Se pueden retener pagos por contratos para asegurarse que los obreros reciben los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

CITY OF CHANDLER PO
BOX 4008, Mail Stop 407
Chandler, AZ 85244

215 E Buffalo Street

480-782-3331

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

WHD DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

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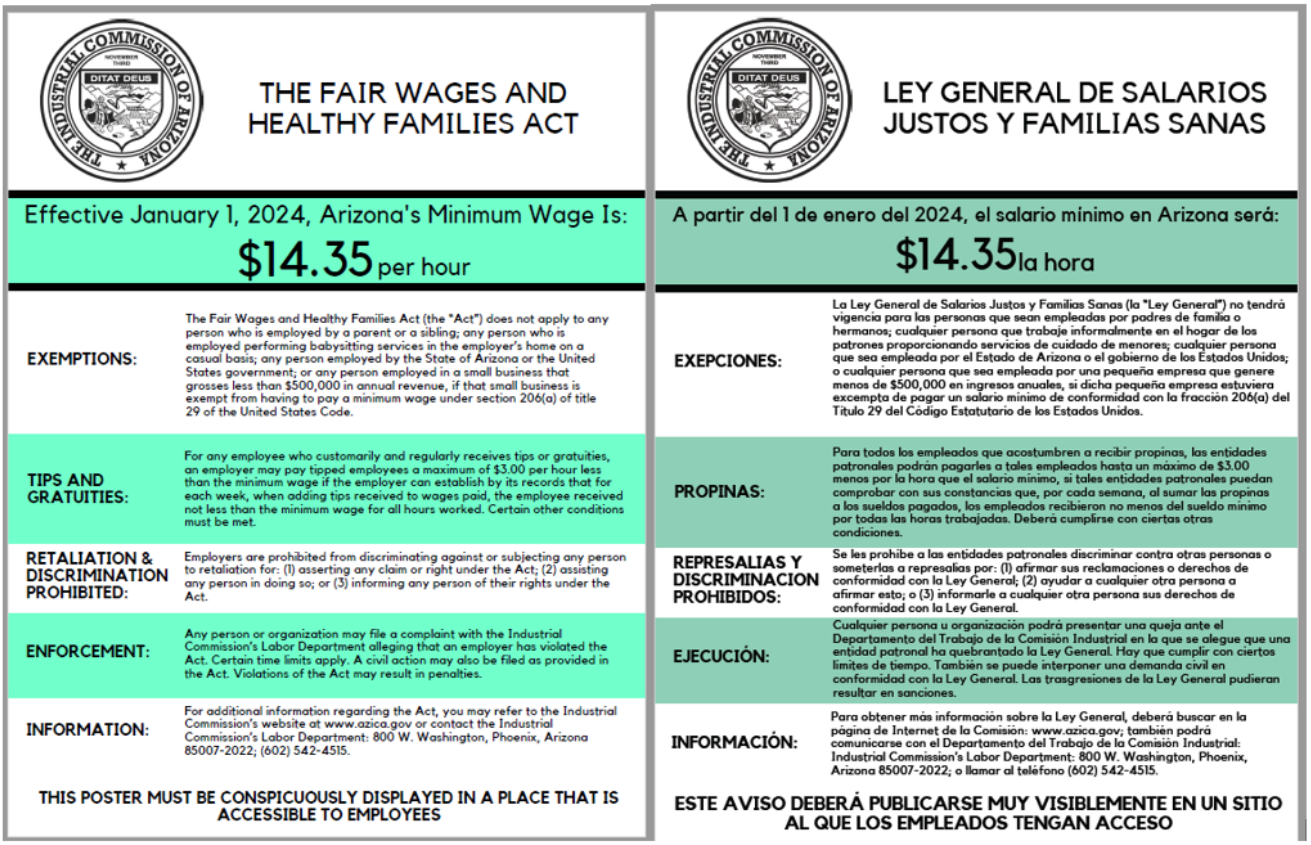


THE FAIR WAGES AND HEALTHY FAMILIES ACT

Effective January 1, 2024, Arizona's Minimum Wage Is:
$14.35 per hour

EXEMPTIONS: The Fair Wages and Healthy Families Act (the "Act") does not apply to any person who is employed by a parent or a sibling; any person who is employed performing babysitting services in the employer's home on a casual basis; any person employed by the State of Arizona or the United States government; or any person employed in a small business that grosses less than $500,000 in annual revenue, if that small business is exempt from having to pay a minimum wage under section 206(a) of title 29 of the United States Code.

TIPS AND GRATUITIES: For any employee who customarily and regularly receives tips or gratuities, an employer may pay tipped employees a maximum of $3.00 per hour less than the minimum wage if the employer can establish by its records that for each week, when adding tips received to wages paid, the employee received not less than the minimum wage for all hours worked. Certain other conditions must be met.

RETALIATION & DISCRIMINATION PROHIBITED: Employers are prohibited from discriminating against or subjecting any person to retaliation for: (1) asserting any claim or right under the Act; (2) assisting any person in doing so; or (3) informing any person of their rights under the Act.

ENFORCEMENT: Any person or organization may file a complaint with the Industrial Commission's Labor Department alleging that an employer has violated the Act. Certain time limits apply. A civil action may also be filed as provided in the Act. Violations of the Act may result in penalties.

INFORMATION: For additional information regarding the Act, you may refer to the Industrial Commission's website at www.azica.gov or contact the Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515.

THIS POSTER MUST BE CONSPICUOUSLY DISPLAYED IN A PLACE THAT IS ACCESSIBLE TO EMPLOYEES

LEY GENERAL DE SALARIOS JUSTOS Y FAMILIAS SANAS

A partir del 1 de enero del 2024, el salario mínimo en Arizona será:
$14.35 la hora

EXEPCIONES: La Ley General de Salarios Justos y Familias Sanas (la "Ley General") no tendrá vigencia para las personas que sean empleadas por padres de familia o hermanos; cualquier persona que trabaje informalmente en el hogar de los patrones proporcionando servicios de cuidado de menores; cualquier persona que sea empleada por el Estado de Arizona o el gobierno de los Estados Unidos; o cualquier persona que sea empleada por una pequeña empresa que genere menos de $500,000 en ingresos anuales, si dicha pequeña empresa estuviera excempta de pagar un salario mínimo de conformidad con la fracción 206(a) del Título 29 del Código Estatutario de los Estados Unidos.

PROPINAS: Para todos los empleados que acostumbren a recibir propinas, las entidades patronales podrán pagarles a tales empleados hasta un máximo de $3.00 menos por la hora que el salario mínimo, si tales entidades patronales puedan comprobar con sus constancias que, por cada semana, al sumar las propinas a los sueldos pagados, los empleados recibieron no menos del sueldo mínimo por todas las horas trabajadas. Deberá cumplirse con ciertas otras condiciones.

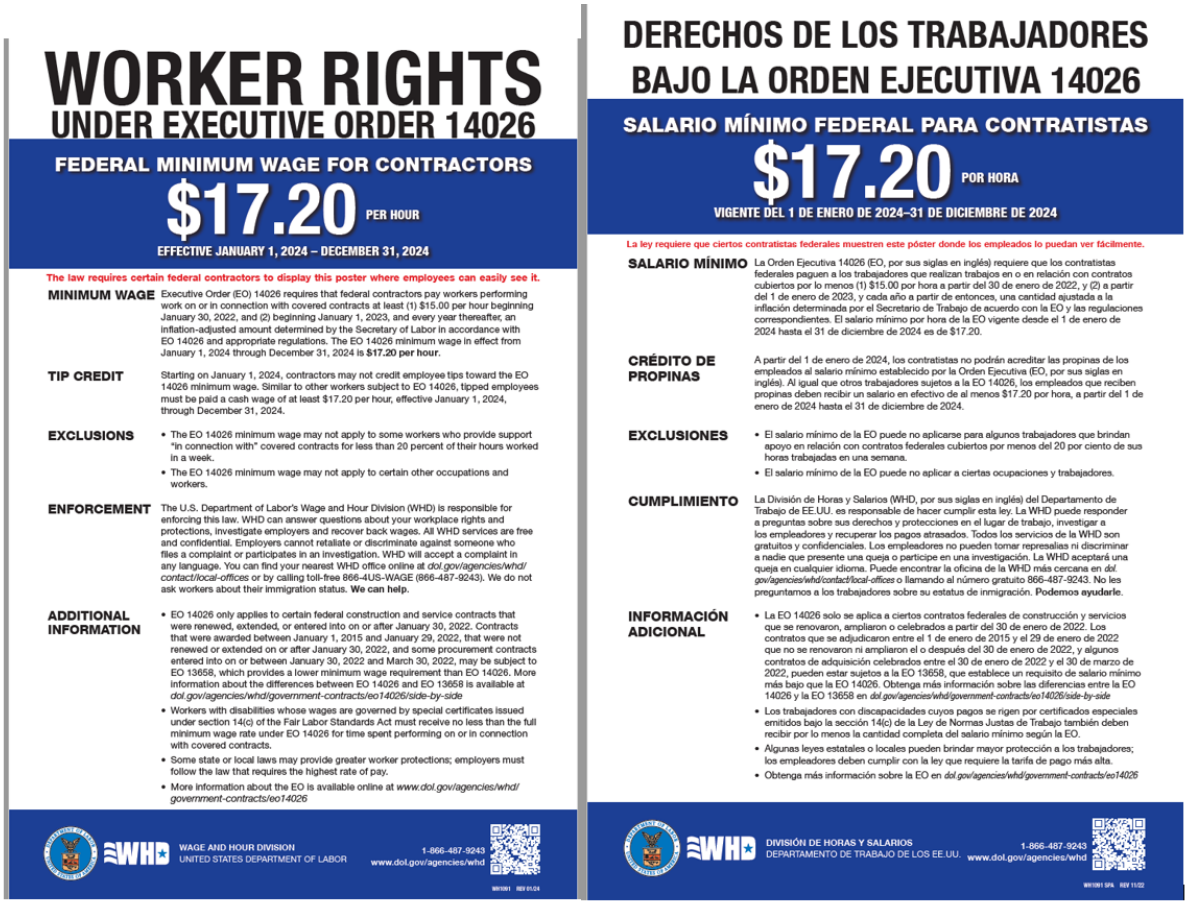
REPRESALIAS Y DISCRIMINACION PROHIBIDOS: Se les prohíbe a las entidades patronales discriminar contra otras personas o someterlas a represalias por: (1) afirmar sus reclamaciones o derechos de conformidad con la Ley General; (2) ayudar a cualquier otra persona a afirmar esto; o (3) informarle a cualquier otra persona sus derechos de conformidad con la Ley General.

EJECUCIÓN: Cualquier persona u organización podrá presentar una queja ante el Departamento del Trabajo de la Comisión Industrial en la que se alegue que una entidad patronal ha quebrantado la Ley General. Hay que cumplir con ciertos límites de tiempo. También se puede interponer una demanda civil en conformidad con la Ley General. Las trasgresiones de la Ley General pudieran resultar en sanciones.

INFORMACIÓN: Para obtener más información sobre la Ley General, deberá buscar en la página de Internet de la Comisión: www.azica.gov; también podrá comunicarse con el Departamento del Trabajo de la Comisión Industrial: Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; o llamar al teléfono (602) 542-4515.

ESTE AVISO DEBERÁ PUBLICARSE MUY VISIBLEMENTE EN UN SITIO AL QUE LOS EMPLEADOS TENGAN ACCESO

#2B



WORKER RIGHTS
UNDER EXECUTIVE ORDER 14026

FEDERAL MINIMUM WAGE FOR CONTRACTORS

$17.20 PER HOUR

EFFECTIVE JANUARY 1, 2024 – DECEMBER 31, 2024

The law requires certain federal contractors to display this poster where employees can easily see it.

MINIMUM WAGE Executive Order (EO) 14026 requires that federal contractors pay workers performing work on or in connection with covered contracts at least (1) $15.00 per hour beginning January 30, 2022, and (2) beginning January 1, 2023, and every year thereafter, an inflation-adjusted amount determined by the Secretary of Labor in accordance with EO 14026 and appropriate regulations. The EO 14026 minimum wage in effect from January 1, 2024 through December 31, 2024 is **$17.20 per hour**.

TIP CREDIT Starting on January 1, 2024, contractors may not credit employee tips toward the EO 14026 minimum wage. Similar to other workers subject to EO 14026, tipped employees must be paid a cash wage of at least $17.20 per hour, effective January 1, 2024, through December 31, 2024.

EXCLUSIONS
- The EO 14026 minimum wage may not apply to some workers who provide support "in connection with" covered contracts for less than 20 percent of their hours worked in a week.
- The EO 14026 minimum wage may not apply to certain other occupations and workers.

ENFORCEMENT The U.S. Department of Labor's Wage and Hour Division (WHD) is responsible for enforcing this law. WHD can answer questions about your workplace rights and protections, investigate employers and recover back wages. All WHD services are free and confidential. Employers cannot retaliate or discriminate against someone who files a complaint or participates in an investigation. WHD will accept a complaint in any language. You can find your nearest WHD office online at *dol.gov/agencies/whd/contact/local-offices* or by calling toll-free 866-4US-WAGE (866-487-9243). We do not ask workers about their immigration status. **We can help.**

ADDITIONAL INFORMATION
- EO 14026 only applies to certain federal construction and service contracts that were renewed, extended, or entered into on or after January 30, 2022. Contracts that were awarded between January 1, 2015 and January 29, 2022, that were not renewed or extended on or after January 30, 2022, and some procurement contracts entered into on or between January 30, 2022 and March 30, 2022, may be subject to EO 13658, which provides a lower minimum wage requirement than EO 14026. More information about the differences between EO 14026 and EO 13658 is available at *dol.gov/agencies/whd/government-contracts/eo14026/side-by-side*
- Workers with disabilities whose wages are governed by special certificates issued under section 14(c) of the Fair Labor Standards Act must receive no less than the full minimum wage rate under EO 14026 for time spent performing on or in connection with covered contracts.
- Some state or local laws may provide greater worker protections; employers must follow the law that requires the highest rate of pay.
- More information about the EO is available online at *www.dol.gov/agencies/whd/government-contracts/eo14026*

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR
1-866-487-9243
www.dol.gov/agencies/whd

WH1081 REV 01/24

DERECHOS DE LOS TRABAJADORES
BAJO LA ORDEN EJECUTIVA 14026

SALARIO MÍNIMO FEDERAL PARA CONTRATISTAS

$17.20 POR HORA

VIGENTE DEL 1 DE ENERO DE 2024–31 DE DICIEMBRE DE 2024

La ley requiere que ciertos contratistas federales muestren este póster donde los empleados lo puedan ver fácilmente.

SALARIO MÍNIMO La Orden Ejecutiva 14026 (EO, por sus siglas en inglés) requiere que los contratistas federales paguen a los trabajadores que realizan trabajos en o en relación con contratos cubiertos por lo menos (1) $15.00 por hora a partir del 30 de enero de 2022, y (2) a partir del 1 de enero de 2023, y cada año a partir de entonces, una cantidad ajustada a la inflación determinada por el Secretario de Trabajo de acuerdo con la EO y las regulaciones correspondientes. El salario mínimo por hora de la EO vigente desde el 1 de enero de 2024 hasta el 31 de diciembre de 2024 es de $17.20.

CRÉDITO DE PROPINAS A partir del 1 de enero de 2024, los contratistas no podrán acreditar las propinas de los empleados al salario mínimo establecido por la Orden Ejecutiva (EO, por sus siglas en inglés). Al igual que otros trabajadores sujetos a la EO 14026, los empleados que reciben propinas deben recibir un salario en efectivo de al menos $17.20 por hora, a partir del 1 de enero de 2024 hasta el 31 de diciembre de 2024.

EXCLUSIONES
- El salario mínimo de la EO puede no aplicarse para algunos trabajadores que brindan apoyo en relación con contratos federales cubiertos por menos del 20 por ciento de sus horas trabajadas en una semana.
- El salario mínimo de la EO puede no aplicar a ciertas ocupaciones y trabajadores.

CUMPLIMIENTO La División de Horas y Salarios (WHD, por sus siglas en inglés) del Departamento de Trabajo de EE.UU. es responsable de hacer cumplir esta ley. La WHD puede responder a preguntas sobre sus derechos y protecciones en el lugar de trabajo, investigar a los empleadores y recuperar los pagos atrasados. Todos los servicios de la WHD son gratuitos y confidenciales. Los empleadores no pueden tomar represalias ni discriminar a nadie que presente una queja o participe en una investigación. La WHD aceptará una queja en cualquier idioma. Puede encontrar la oficina de la WHD más cercana en *dol.gov/agencies/whd/contact/local-offices* o llamando al número gratuito 866-487-9243. No les preguntamos a los trabajadores sobre su estatus de inmigración. **Podemos ayudarle.**

INFORMACIÓN ADICIONAL
- La EO 14026 solo se aplica a ciertos contratos federales de construcción y servicios que se renovaron, ampliaron o celebrados a partir del 30 de enero de 2022. Los contratos que se adjudicaron entre el 1 de enero de 2015 y el 29 de enero de 2022 que no se renovaron ni ampliaron el o después del 30 de enero de 2022, y algunos contratos de adquisición celebrados entre el 30 de enero de 2022 y el 30 de marzo de 2022, pueden estar sujetos a la EO 13658, que establece un requisito de salario mínimo más bajo que la EO 14026. Obtenga más información sobre las diferencias entre la EO 14026 y la EO 13658 en *dol.gov/agencies/whd/government-contracts/eo14026/side-by-side*
- Los trabajadores con discapacidades cuyos pagos se rigen por certificados especiales emitidos bajo la sección 14(c) de la Ley de Normas Justas de Trabajo también deben recibir por lo menos la cantidad completa del salario mínimo según la EO.
- Algunas leyes estatales o locales pueden brindar mayor protección a los trabajadores; los empleadores deben cumplir con la ley que requiere la tarifa de pago más alta.
- Obtenga más información sobre la EO en *dol.gov/agencies/whd/government-contracts/eo14026*

WHD DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.
1-866-487-9243
www.dol.gov/agencies/whd

WH1081 SPA REV 11/22

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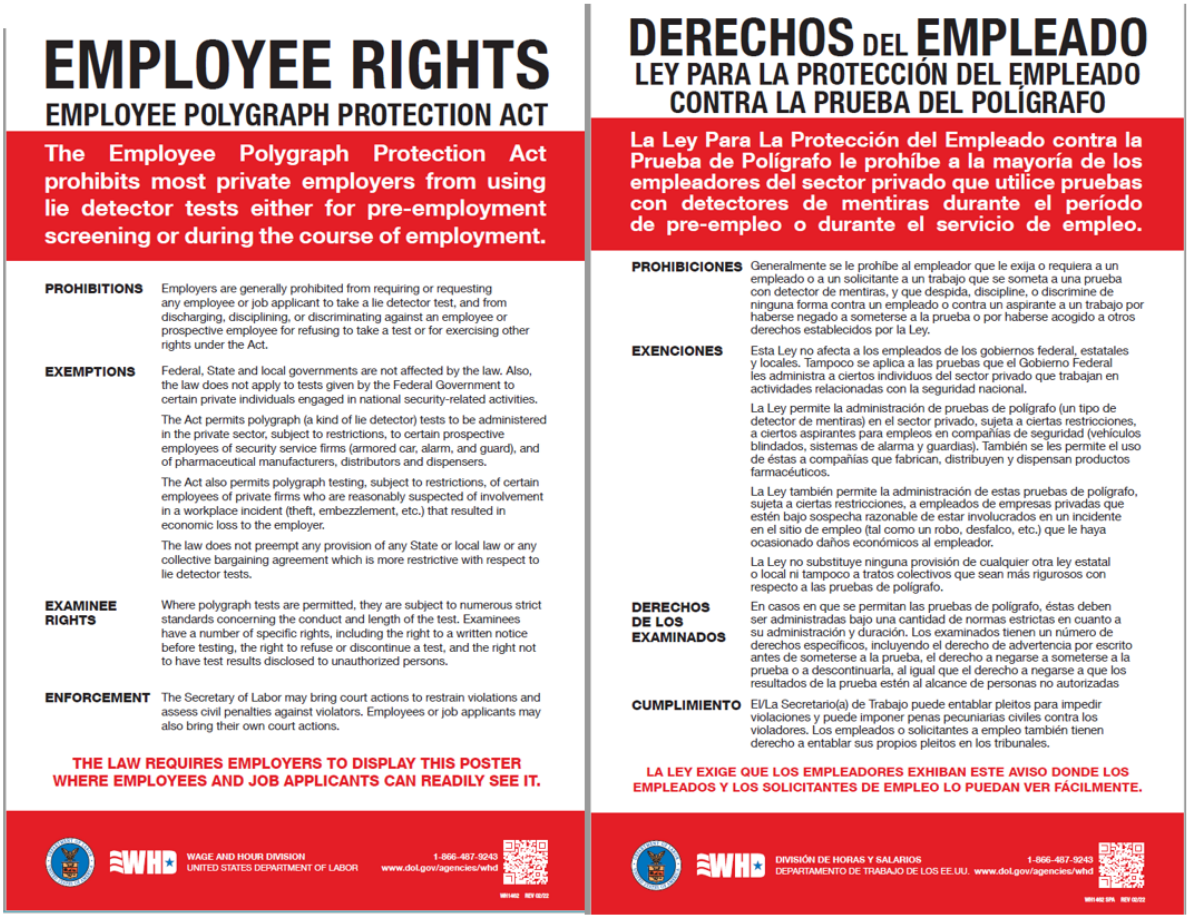


EMPLOYEE RIGHTS
EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

EXAMINEE RIGHTS Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR
1-866-487-9243
www.dol.gov/agencies/whd

WH1462 REV 02/22

DERECHOS DEL EMPLEADO
LEY PARA LA PROTECCIÓN DEL EMPLEADO CONTRA LA PRUEBA DEL POLÍGRAFO

La Ley Para La Protección del Empleado contra la Prueba de Polígrafo le prohíbe a la mayoría de los empleadores del sector privado que utilice pruebas con detectores de mentiras durante el período de pre-empleo o durante el servicio de empleo.

PROHIBICIONES Generalmente se le prohíbe al empleador que le exija o requiera a un empleado o a un solicitante a un trabajo que se someta a una prueba con detector de mentiras, y que despida, disciplina, o discrimine de ninguna forma contra un empleado o contra un aspirante a un trabajo por haberse negado a someterse a la prueba o por haberse acogido a otros derechos establecidos por la Ley.

EXENCIONES Esta Ley no afecta a los empleados de los gobiernos federal, estatales y locales. Tampoco se aplica a las pruebas que el Gobierno Federal les administra a ciertos individuos del sector privado que trabajan en actividades relacionadas con la seguridad nacional.

La Ley permite la administración de pruebas de polígrafo (un tipo de detector de mentiras) en el sector privado, sujeta a ciertas restricciones, a ciertos aspirantes para empleos en compañías de seguridad (vehículos blindados, sistemas de alarma y guardias). También se les permite el uso de éstas a compañías que fabrican, distribuyen y dispensan productos farmacéuticos.

La Ley también permite la administración de estas pruebas de polígrafo, sujeta a ciertas restricciones, a empleados de empresas privadas que estén bajo sospecha razonable de estar involucrados en un incidente en el sitio de empleo (tal como un robo, desfalco, etc.) que le haya ocasionado daños económicos al empleador.

La Ley no substituye ninguna provisión de cualquier otra ley estatal o local ni tampoco a tratos colectivos que sean más rigurosos con respecto a las pruebas de polígrafo.

DERECHOS DE LOS EXAMINADOS En casos en que se permitan las pruebas de polígrafo, éstas deben ser administradas bajo una cantidad de normas estrictas en cuanto a su administración y duración. Los examinados tienen un número de derechos específicos, incluyendo el derecho de advertencia por escrito antes de someterse a la prueba, el derecho a negarse a someterse a la prueba o a descontinuarla, al igual que el derecho a negarse a que los resultados de la prueba estén al alcance de personas no autorizadas

CUMPLIMIENTO El/La Secretario(a) de Trabajo puede entablar pleitos para impedir violaciones y puede imponer penas pecuniarias civiles contra los violadores. Los empleados o solicitantes a empleo también tienen derecho a entablar sus propios pleitos en los tribunales.

LA LEY EXIGE QUE LOS EMPLEADORES EXHIBAN ESTE AVISO DONDE LOS EMPLEADOS Y LOS SOLICITANTES DE EMPLEO LO PUEDAN VER FÁCILMENTE.

WHD DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.
1-866-487-9243
www.dol.gov/agencies/whd

WH1462 SPA REV 02/22

#4



Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employers.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you.
- Your serious mental or physical health condition that makes you unable to work.
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign employment of your spouse, child or parent who is a military service member.

An eligible employee who is the spouse, child, parent or next of kin of a covered service member with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the service member.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently** (in separate blocks of time, or on a reduced schedule by working less hours each day or week. Read Fact Sheet #28(M)(L) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave. If your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer.
- You have worked for your employer at least 12 months.
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

A New Hire may have employers have different "hours of service" requirements.

You work for a **covered employer** if **any** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year.
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal employees are not covered by the FMLA's leave provisions. They are governed by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must:**

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and leave bid, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must** confirm whether you are **eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must** notify you in writing:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**

How do I request FMLA leave?

Generally, **to request FMLA leave you must:**

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME

WH1420 REV 04/23

Sus derechos de personal según la Ley de Licencia Familiar y Médica

¿Qué es una licencia de FMLA?

La Ley de Licencia Familiar y Médica (FMLA, por sus siglas en inglés) es una ley federal que proporciona al personal elegible licencias con protección del empleo por razones familiares o médicas que califiquen. La División de Horas y Salarios (WHD, por sus siglas en inglés) del Departamento de Trabajo de EE. UU. hace cumplir la FMLA para la mayoría del personal.

El personal elegible puede tomarse licencias de FMLA de **hasta 12 semanas de trabajo** en un período de 12 meses por:

- El nacimiento, la adopción o la ubicación de hogar adoptivo de un niño o niña,
- Un problema grave de salud mental o físico que le impida trabajar,
- El cuidado de su cónyuge, hijos, hijas o padres con enfermedades mentales o físicas graves, y
- Ciertas razones que califican, relacionadas con la asignación de su cónyuge, hijo, hija, padre o madre en el servicio militar.

El personal que sea cónyuge, hijo, hija, padre, madre o familiar cercano de una persona cubierta en el servicio militar con una lesión o enfermedad grave **puede tomarse una licencia de FMLA de hasta 26 semanas de trabajo** en un solo período de 12 meses para cuidar a la persona en servicio.

Puede que usted tenga derecho a usar la licencia de FMLA **en un bloque de tiempo**. Cuando haya una necesidad médica o se permita por otro motivo, puede tomar una licencia de FMLA **de forma intermitente en bloques separados, o con un horario reducido** trabajando menos horas al día o a la semana. Lea la hoja informativa #28M(L) para obtener más información.

La licencia de FMLA **no es una licencia paga**, pero usted puede elegir, o puede que su empresa le exija, utilizar cualquier licencia paga proporcionada por la empresa si la política de licencias de su empresa cubre el motivo por el cual necesita una licencia de FMLA.

¿Soy elegible para tomar una licencia de FMLA?

Usted **es elegible** si aplican **todos** los siguientes condiciones:

- Trabaja para una empresa cubierta,
- Ha trabajado para su empresa durante al menos 12 meses,
- Tiene al menos 1250 horas de servicio para su empresa durante los 12 meses previos a su licencia, y
- Su empresa tiene al menos 50 trabajadores del personal dentro de los 75 millas desde su lugar de trabajo.

El personal de tripulación de vuelo tiene requisitos de "horas de servicio" diferentes.

Trabaja para una **empresa** cubierta si aplica **una** de las siguientes condiciones:

- Trabaja para una empresa privada que tiene al menos 50 integrantes del personal durante al menos 20 semanas laborales en el año actual o anterior,
- Trabaja para una escuela primaria o secundaria pública o privada, o
- Trabaja para una agencia pública, como una agencia gubernamental local, estatal o federal. La mayoría del personal está cubierto por el Título II de la FMLA, administrada por la Oficina de Administración de Personal.

¿Cómo solicito una licencia de FMLA?

En general, **para solicitar una licencia de FMLA usted debe:**

- Seguir las políticas regulares de su empresa para solicitar licencias,
- Avisar con al menos 30 días de anticipación que necesita una licencia de FMLA, o
- Si no es posible avisar con anticipación, avisar tan pronto sea posible.

Usted **no tiene obligación de compartir un diagnóstico médico**, pero debe proporcionar información suficiente para que su empresa pueda determinar si la licencia califica para la protección de la FMLA. Usted también **debe** informar a su **empresa si se toma una licencia de FMLA anteriormente** o no aprobó por el mismo motivo al solicitar una licencia adicional.

Su **empresa puede solicitar certificación** de un proveedor de atención médica para verificar la licencia médica y puede solicitar certificación de una exigencia que califique.

La FMLA no afecta ninguna ley federal o estatal que prohíba la discriminación, ni invalida ninguna ley estatal o local o acuerdo colectivo que proporcione mayores derechos de licencia familiar o médica.

El personal estatal puede estar sujeto a ciertas limitaciones al buscar demandas directas con respecto a licencias por sus propias condiciones graves de salud. La mayor parte del personal federal y cierta parte del congresional también está cubierta por la ley, pero está sujeta a la jurisdicción de la Oficina de Administración de Personal de EE. UU. o al Congreso.

¿Qué debe hacer mi empresa?

Si usted es elegible para una licencia de FMLA, su **empresa debe:**

- Permitirle que se ausente del trabajo con su empleo protegido, por un motivo que califique,
- Continuar su plan de cobertura grupal de salud mientras se encuentre de licencia, de la misma forma que si no estuviera de licencia, y
- Permitirle regresar al mismo empleo, o a un empleo virtualmente igual con el mismo salario, los mismos beneficios y otras condiciones de trabajo, incluidos los turnos y la ubicación, al finalizar su licencia.

Su **empresa no puede interferir con sus derechos de la FMLA** ni amenazar ni castigarlo por ejercer sus derechos en virtud de la ley. Por ejemplo, su empleador no puede tomar represalias contra usted por solicitar una licencia de FMLA o cooperar con una investigación de WHD.

Tras tomar conocimiento de que su necesidad de tomar una licencia se por un motivo que califica según la FMLA, su **empresa debe** confirmar si usted **es elegible** o no para la licencia de la FMLA. Si su empresa determina que usted es elegible, su **empresa debe** notificarle por escrito:

- Sobre sus derechos y responsabilidades en virtud de la FMLA, y
- Qué parte de su licencia solicitada, si la hubiera, será protegida por la FMLA.

¿Dónde puedo encontrar más información?

Llame al **1-866-487-9243** o visite **dol.gov/fmla** para conocer más.

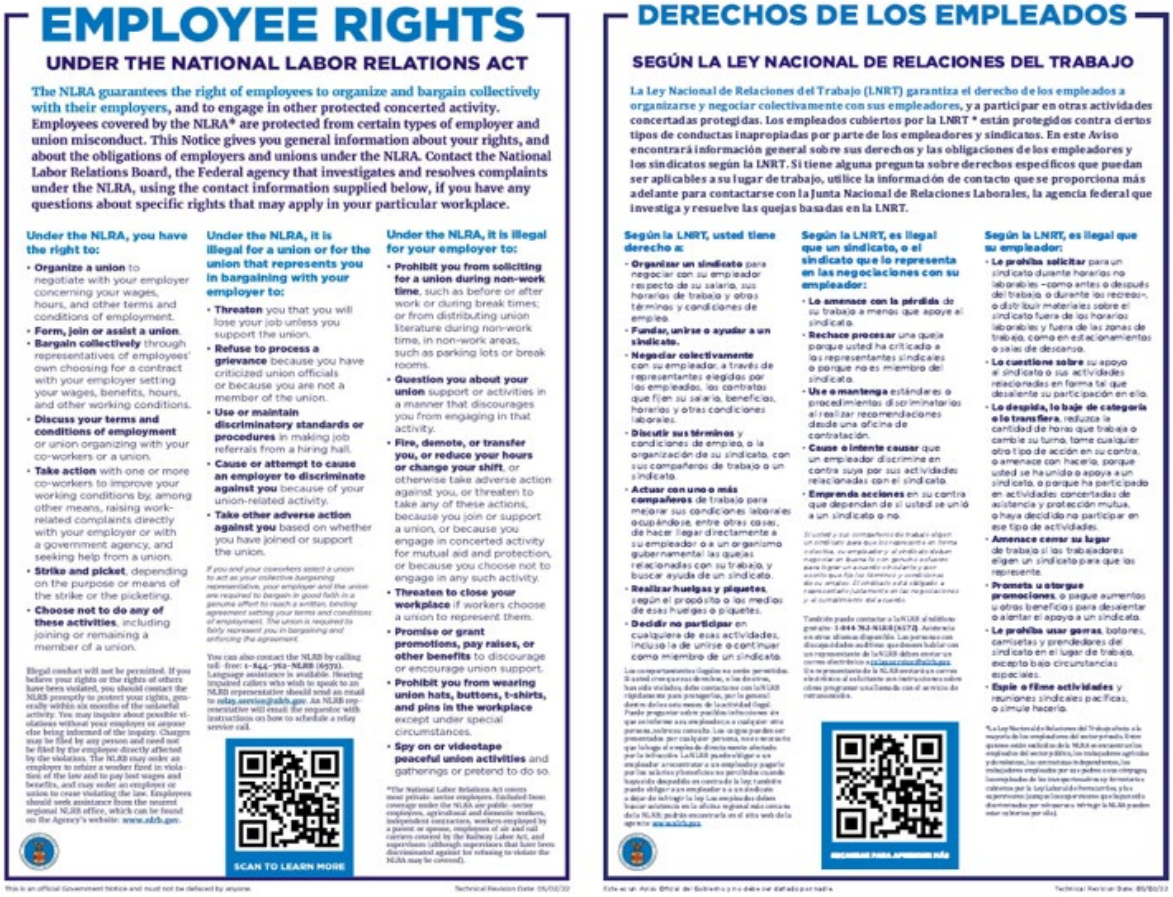
Si cree que sus derechos según la FMLA han sido violados, puede presentar una denuncia ante la WHD o presentar una demanda privada contra su empleador en la corte. **Escanee el código QR para conocer más sobre el proceso de denuncias de la WHD.**

ESCANEAR

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS ESTADOS UNIDOS

WH1420 REV 04/23

#5



EMPLOYEE RIGHTS

UNDER THE NATIONAL LABOR RELATIONS ACT

The NLRA guarantees the right of employees to organize and bargain collectively with their employers, and to engage in other protected concerted activity. Employees covered by the NLRA* are protected from certain types of employer and union misconduct. This Notice gives you general information about your rights, and about the obligations of employers and unions under the NLRA. Contact the National Labor Relations Board, the Federal agency that investigates and resolves complaints under the NLRA, using the contact information supplied below, if you have any questions about specific rights that may apply in your particular workplace.

Under the NLRA, you have the right to:

- **Organize a union** to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- **Form, join or assist a union.**
- **Bargain collectively** through representatives of employees' own choosing for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- **Discuss your terms and conditions of employment** or union organizing with your co-workers or a union.
- **Take action** with one or more co-workers to improve your working conditions by, among other means, raising work-related complaints directly with your employer or with a government agency, and seeking help from a union.
- **Strike and picket**, depending on the purpose or means of the strike or the picketing.
- **Choose not to do any of these activities**, including joining or remaining a member of a union.

Under the NLRA, it is illegal for a union or for the union that represents you in bargaining with your employer to:

- **Threaten** you that you will lose your job unless you support the union.
- **Refuse to process a grievance** because you have criticized union officials or because you are not a member of the union.
- **Use or maintain discriminatory standards or procedures** in making job referrals from a hiring hall.
- **Cause or attempt to cause an employer to discriminate against you** because of your union-related activity.
- **Take other adverse action against you** based on whether you have joined or support the union.

If you and your coworkers select a union to act as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and enforcing the agreement.

You can also contact the NLRB by calling toll- free: **1-844-762-NLRB (6572).** Language assistance is available. Hearing impaired callers who wish to speak to an NLRB representative should send an email to **relay.service@nlrb.gov**. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

SCAN TO LEARN MORE

Under the NLRA, it is illegal for your employer to:

- **Prohibit you from soliciting for a union during non-work time**, such as before or after work or during break times; or from distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms.
- **Question you about your union** support or activities in a manner that discourages you from engaging in that activity.
- **Fire, demote, or transfer you, or reduce your hours or change your shift**, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in concerted activity for mutual aid and protection, or because you choose not to engage in any such activity.
- **Threaten to close your workplace** if workers choose a union to represent them.
- **Promise or grant promotions, pay raises, or other benefits** to discourage or encourage union support.
- **Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace** except under special circumstances.
- **Spy on or videotape peaceful union activities** and gatherings or pretend to do so.

*The National Labor Relations Act covers most private-sector employers. Excluded from coverage under the NLRA are public-sector employers, agricultural and domestic workers, independent contractors, workers employed by a parent or spouse, employers of air and rail carriers covered by the Railway Labor Act, and supervisors (although supervisors that have been discriminated against for refusing to violate the NLRA may be covered).

This is an official Government Notice and must not be defaced by anyone.

Technical Revision Date: 05/03/22

DERECHOS DE LOS EMPLEADOS

SEGÚN LA LEY NACIONAL DE RELACIONES DEL TRABAJO

La Ley Nacional de Relaciones del Trabajo (LNRT) garantiza el derecho de los empleados a organizarse y negociar colectivamente con sus empleadores, y a participar en otras actividades concertadas protegidas. Los empleados cubiertos por la LNRT * están protegidos contra ciertos tipos de conductas inapropiadas por parte de los empleadores y sindicatos. En este Aviso encontrará información general sobre sus derechos y las obligaciones de los empleadores y los sindicatos según la LNRT. Si tiene alguna pregunta sobre derechos específicos que puedan ser aplicables a su lugar de trabajo, utilice la información de contacto que se proporciona más adelante para contactarse con la Junta Nacional de Relaciones Laborales, la agencia federal que investiga y resuelve las quejas basadas en la LNRT.

Según la LNRT, usted tiene derecho a:

- **Organizar un sindicato** para negociar con su empleador respecto de su salario, sus horarios de trabajo y otros términos y condiciones de empleo.
- **Fundar, unirse o ayudar a un sindicato.**
- **Negociar colectivamente** con su empleador, a través de representantes elegidos por los empleados, los contratos que fijen su salario, beneficios, horarios y otras condiciones laborales.
- **Discutir sus términos** y condiciones de empleo, o la organización de su sindicato, con sus compañeros de trabajo o un sindicato.
- **Actuar con uno o más compañeros** de trabajo para mejorar sus condiciones laborales o dirigirse, entre otras cosas, de hacer llegar directamente a su empleador o a un organismo gubernamental las quejas relacionadas con su trabajo, y buscar ayuda de un sindicato.
- **Realizar huelgas y piquetes**, según el propósito o los medios de esas huelgas o piquetes.
- **Decidir no participar** en cualquiera de esas actividades, incluso la de unirse o continuar como miembro de un sindicato.

Las conductas ilegales no serán permitidas. Si usted cree que sus derechos, o los de otros, han sido violados, debe contactarse con la NLRB rápidamente para presentarlos, por lo general dentro de los seis meses de la actividad ilegal. Puede preguntar cualquier información que no se refiera a sus empleadores o cualquier otra persona, sobre su consulta. Las quejas pueden ser presentadas por cualquier persona, no es necesario que luego el empleo de dicha parte sea afectado por la infracción. La NLRB puede obligar a un empleador a contratar a un empleado y pagarle por los salarios y beneficios no percibidos cuando haya sido despedido en contravío de la ley; también puede obligar a un empleador o a un sindicato a dejar de infringir la ley. Los empleados deben buscar asistencia en la oficina regional más cercana de la NLRB; podrán encontrarla en el sitio web de la agencia: **www.nlrb.gov.**

Según la LNRT, es ilegal que un sindicato, o el sindicato que lo representa en las negociaciones con su empleador:

- **Lo amenace con la pérdida** de su trabajo a menos que apoye al sindicato.
- **Rechace procesar** una queja porque usted ha criticado a los representantes sindicales o porque no es miembro del sindicato.
- **Use o mantenga** estándares o procedimientos discriminatorios al realizar recomendaciones desde una oficina de contratación.
- **Cause o intente causar** que un empleador discrimine en contra suya por sus actividades relacionadas con el sindicato.
- **Emprenda acciones** en su contra que dependen de si usted se unió a un sindicato o no.

Si usted y sus compañeros de trabajo eligen un sindicato para que los represente en forma colectiva, su empleador y el sindicato deben negociar de buena fe con genuino esfuerzo para lograr un acuerdo escrito y por escrito que fije los términos y condiciones de su empleo. El sindicato está obligado a representarlo justamente en las negociaciones y al cumplimiento del acuerdo.

También puede contactar a la NLRB al teléfono gratuito: **1-844-762-NLRB (6572).** Asistencia en otros idiomas disponible. Las personas con discapacidades auditivas que deseen hablar con un representante de la NLRB deben enviar un correo electrónico a **relay.service@nlrb.gov**. Un representante de la NLRB enviará un correo electrónico al solicitante con instrucciones sobre cómo programar una llamada con el servicio de retransmisión.

ESCANEAR PARA APRENDER MÁS

*La Ley Nacional de Relaciones del Trabajo afecta a la mayoría de los empleadores del sector privado. Entre quienes están excluidos de la NLRA se encuentran los empleados del sector público, los trabajadores agrícolas y domésticos, los contratistas independientes, los trabajadores empleados por sus padres o sus cónyuges, los empleados de las aerolíneas y ferrocarriles cubiertos por la Ley Laboral Ferroviaria, y los supervisores (aunque los supervisores que hayan sido discriminados por rehusarse a infringir la NLRA pueden estar cubiertos por ella).

Este es un Aviso Oficial del Gobierno y no debe ser defacido por nadie.

Technical Revision Date: 05/03/22

#6



Know Your Rights:
Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the basis of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal (https://publicportal.eeoc.gov/Portal/Login.aspx)

Visit an EEOC field office (www.eeoc.gov/field-office)

Call 1-800-669-4000 (toll free)
1-800-669-6820 (TTY)
1-844-234-5122 (ASL video phone)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov

EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

Protected Veteran Status

The Vietnam-Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk (https://ofccphelpdesk.dol.gov/s/), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage (https://www.dol.gov/agencies/ofccp/contact).

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

(Revised 9/17/2020)

Conozca sus Derechos:
La Discriminación en el Lugar de Trabajo es Ilegal

La Comisión Para la Igualdad de Oportunidades en el Empleo (EEOC, por sus siglas en inglés) de los EE. UU. hace cumplir las leyes federales que lo protegen contra la discriminación en el empleo. Si cree que ha sido discriminado(a) en el trabajo o al solicitar un trabajo, la EEOC puede ayudarle.

¿Quién está Protegido?

- Empleados (actuales y anteriores), incluyendo gerentes y empleados temporales
- Aplicantes de trabajo
- Miembros de sindicatos y Solicitantes de membresía en un sindicato

¿Qué Organizaciones están Cubiertas?

- La mayoría de los empleadores privados
- Gobiernos estatales y locales (como empleadores)
- Instituciones educativas (como empleadores)
- Sindicatos
- Agencias de empleo

¿Qué Tipos de Discriminación Laboral son Ilegales?

Según las leyes de la EEOC, un empleador no puede discriminarlo, independientemente de su estatus migratorio, por motivos de:

- Raza
- Color
- Religión
- Origen nacional
- Sexo (incluyendo embarazo, parto, y condiciones médicas relacionadas, orientación sexual o identidad de género)
- Edad (40 años o más)
- Discapacidad
- Información genética (incluyendo solicitudes del empleador para la compra, el uso o la divulgación de pruebas genéticas, servicios genéticos o historial médico familiar)
- Tomar represalias por presentar un cargo, oponerse razonablemente a la discriminación o participar en una demanda, investigación o procedimiento por discriminación
- Interferencia, coerción o amenazas relacionadas con el ejercicio de los derechos relacionados con la discriminación por discapacidad o la acomodación por embarazo

¿Qué Prácticas Laborales Pueden ser Discriminatorias?

Todos los aspectos del empleo, incluyendo:

- Despidos
- Acoso (incluyendo conducta física o verbal no deseada)
- Contratación o promoción
- Asignaciones
- Remuneración (salarios designales o compensación)
- Falta de proporcionar adaptaciones razonables para una discapacidad; embarazo, parto o condición médica relacionada al embarazo o parto; o para la observancia o práctica de una creencia religiosa sincera
- Beneficios
- Formación profesional
- Clasificación
- Referencias
- Obtención o divulgación de información genética de los empleados
- Solicitud o divulgación de información médica de los empleados
- Conducta que podría desalentar razonablemente a alguien de oponerse a la discriminación, presentar un cargo o participar en una investigación o procedimiento
- Conducta que coacciona, intimida, amenaza o interfiere con el ejercicio de sus derechos por parte de alguien, o alguien que ayuda o alienta a otra persona a ejercer sus derechos, en relación con la discriminación por discapacidad (incluyendo las adaptaciones) o adaptaciones por embarazo

¿Qué Puede Hacer si Cree que ha Ocurrido Discriminación?

Comuníquese con la EEOC de inmediato si sospecha discriminación. No demore, porque existen límites de tiempo estrictos para presentar una denuncia por discriminación (180 o 300 días, según el lugar donde vive o trabaja). Puede comunicarse con la EEOC de cualquiera de las siguientes maneras:

Presentar una consulta a través del Portal Público de la EEOC (https://publicportal.eeoc.gov/Portal/Login.aspx)

Visite una Oficina de Campo de la EEOC (información en www.eeoc.gov/field-office)

Llame 1-800-669-4000 (número gratuito)
1-800-669-6820 (TTY)
1-844-234-5122 (Video Teléfono de ASL)

Correo Electrónico info@eeoc.gov

Información adicional sobre la EEOC, incluyendo información sobre cómo presentar un cargo de discriminación, está disponible en www.eeoc.gov/es

EMPLEADORES QUE TIENEN CONTRATOS O SUBCONTRATOS FEDERALES

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP, por sus siglas en inglés) del Departamento de Trabajo hace cumplir los compromisos de no discriminación y acción afirmativa de las empresas que hacen negocios con el gobierno federal. Si está solicitando un trabajo con, o es un empleado de una empresa con un contrato o subcontrato federal, usted está protegido(a) por la ley federal contra la discriminación en las siguientes bases:

Raza, Color, Religión, Sexo, Orientación Sexual, Identidad de Género, Origen Nacional

La Orden Ejecutiva 11246, enmendada, prohíbe la discriminación laboral por parte de los contratistas federales por motivos de raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional, y requiere acción afirmativa para garantizar la igualdad de oportunidades en todos los aspectos del empleo.

Preguntar, Divulgar o Discutir Salarios

La Orden Ejecutiva 11246, enmendada, protege a los solicitantes y empleados de contratistas federales de la discriminación basada en preguntar, divulgar o discutir su compensación o la compensación de otros solicitantes o empleados.

Discapacidad

La Sección 503 del Acta de Rehabilitación de 1973, según enmendada, protege a las personas calificadas con discapacidades contra la discriminación en la contratación, promoción, despido, pago, beneficios complementarios, capacitación laboral, clasificación, referencias y otros aspectos del empleo por parte de contratistas federales. La discriminación por discapacidad incluye no hacer adaptaciones razonables a las limitaciones físicas o mentales conocidas de una persona con una discapacidad que de otro modo calificaría y que es un solicitante o empleado, a menos que haga una dificultad excesiva para el empleador. La Sección 503 también requiere que los contratistas federales tomen medidas afirmativas para emplear y promover a personas calificadas con discapacidades en todos los niveles de empleo, incluyendo a nivel ejecutivo.

Estatus Protegido Como Veterano

El Acta de Asistencia para el Reajuste de los Veteranos de la Era de Vietnam de 1974, modificada, 38 U.S.C. 4212, prohíbe la discriminación laboral y requiere acción afirmativa para reclutar, emplear y avanzar en el empleo a veteranos discapacitados, veteranos recientemente separados (es decir, dentro de los tres años posteriores al su separación o liberación del servicio activo), veterano en servicio activo en tiempo de guerra o insignia de campaña, o veterano con medallas de servicio de las fuerzas armadas.

Represalias

Se prohíben las represalias contra una persona que presente una queja por discriminación, participe en un procedimiento de la OFCCP o se oponga a la discriminación por parte de contratistas federales en virtud de estas leyes federales.

Cualquier persona que crea que un contratista ha violado sus obligaciones de no discriminar o acción afirmativa bajo las autoridades de la OFCCP debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP)
Departamento de Trabajo de los EE. UU.,
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1-800-397-6251 (llamada gratuita).

Si es sordo, tiene problemas de audición o tiene una discapacidad del habla, marque 7-1-1 para acceder a los servicios de retransmisión de telecomunicaciones. También se puede contactar a la OFCCP enviando una pregunta en línea a la mesa de ayuda de la OFCCP en https://ofccphelpdesk.dol.gov/s/ o llamando a una oficina regional o distrital de la OFCCP, que figura en la mayoría de los directorios telefónicos bajo el Departamento de Trabajo de los EE.UU y en la página web "Contáctenos" de la OFCCP en https://www.dol.gov/agencies/ofccp/contact.

PROGRAMAS O ACTIVIDADES QUE RECIBEN ASISTENCIA FINANCIERA FEDERAL

Raza, Color, Origen Nacional, Sexo

Además de las protecciones del Título VII del Acta de Derechos Civiles de 1964, según enmendada, el Título VI del Acta de Derechos Civiles de 1964, según enmendada, prohíbe la discriminación por motivos de raza, color, u origen nacional en programas o actividades que reciben asistencia financiera. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión de empleo, o cuando la discriminación laboral cause o pueda causar discriminación en la prestación de servicios bajo dichos programas. El Título IX de las Enmiendas de Educación de 1972 prohíbe la discriminación laboral por razón de sexo en programas o actividades educativas que reciben asistencia financiera federal.

Personas con Discapacidades

La Sección 504 del Acta de Rehabilitación de 1973, enmendada, prohíbe la discriminación laboral por motivos de discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Está prohibida la discriminación en todos los aspectos de empleo contra las personas con discapacidades que, con o sin ajustes razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido discriminado(a) en un programa de cualquier institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

(Actualizado 9/17/2020)

#7

EEO CLAUSE / STATEMENT
And
CONTRACTOR EEO OFFICER

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS APRIL, 1969

The bidder/contractor hereby certifies that: (Mark One)

	Has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246
OR	
	Has not participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246

And (Mark One)

	Has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.
OR	
	Has not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

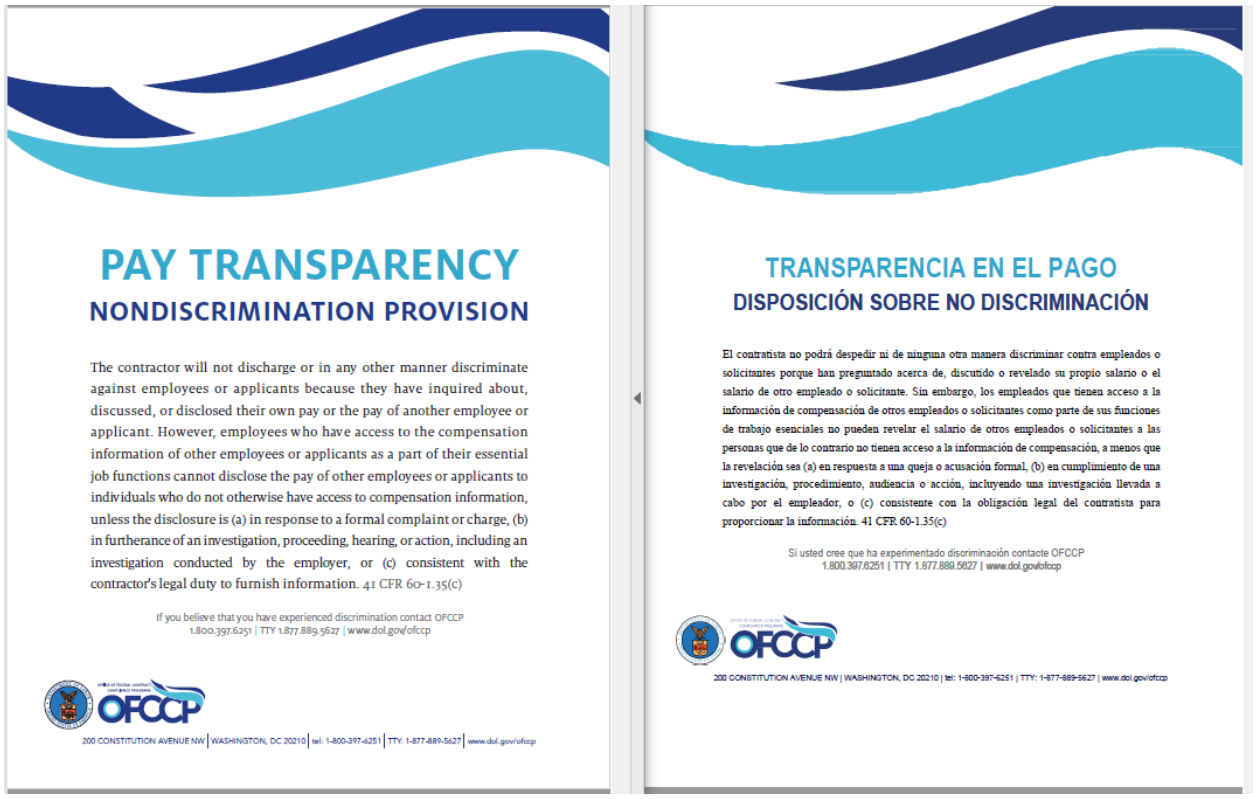
CONTRACTOR NAME	
CONTRACTOR EEO OFFICER NAME	
CONTRACTOR SIGNATURE	

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7b (1),) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt fro the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt). Currently, Standard Form 10 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor

Information is available from: Joint Reporting Committee
P.O. Box 19100
Washington, D.C. 20036-9100

Rev 2024-01-09

#8



PAY TRANSPARENCY

NONDISCRIMINATION PROVISION

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

If you believe that you have experienced discrimination contact OFCCP
1.800.397.6251 | TTY 1.877.889.5627 | www.dol.gov/ofccp

OFCCP

200 CONSTITUTION AVENUE NW | WASHINGTON, DC 20210 | tel: 1-800-397-6251 | TTY: 1-877-889-5627 | www.dol.gov/ofccp

TRANSPARENCIA EN EL PAGO

DISPOSICIÓN SOBRE NO DISCRIMINACIÓN

El contratista no podrá despedir ni de ninguna otra manera discriminar contra empleados o solicitantes porque han preguntado acerca de, discutido o revelado su propio salario o el salario de otro empleado o solicitante. Sin embargo, los empleados que tienen acceso a la información de compensación de otros empleados o solicitantes como parte de sus funciones de trabajo esenciales no pueden revelar el salario de otros empleados o solicitantes a las personas que de lo contrario no tienen acceso a la información de compensación, a menos que la revelación sea (a) en respuesta a una queja o acusación formal, (b) en cumplimiento de una investigación, procedimiento, audiencia o acción, incluyendo una investigación llevada a cabo por el empleador, o (c) consistente con la obligación legal del contratista para proporcionar la información. 41 CFR 60-1.35(c)

Si usted cree que ha experimentado discriminación contacte OFCCP
1.800.397.6251 | TTY 1.877.889.5627 | www.dol.gov/ofccp

OFCCP

200 CONSTITUTION AVENUE NW | WASHINGTON, DC 20210 | tel: 1-800-397-6251 | TTY: 1-877-889-5627 | www.dol.gov/ofccp

#9

YOUR RIGHTS UNDER USERRA
THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ☆ you ensure that your employer receives advance written or verbal notice of your service;
- ☆ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ☆ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ☆ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- ☆ are a past or present member of the uniformed service;
- ☆ have applied for membership in the uniformed service; or
- ☆ are obligated to serve in the uniformed service;

then an employer may not deny you:

- ☆ initial employment;
- ☆ reemployment;
- ☆ retention in employment;
- ☆ promotion; or
- ☆ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

- ☆ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- ☆ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

- ☆ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- ☆ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its website at https://www.dol.gov/agencies/vets/. An interactive online USERRA Advisor can be viewed at https://webapps.dol.gov/elaws/vets/userra
- ☆ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- ☆ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: https://www.dol.gov/agencies/vets/programs/userra/poster Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.

U.S. Department of Labor
1-866-487-2365

U.S. Department of Justice

Office of Special Counsel

1-800-336-4590

Publication Date – May 2022

SUS DERECHOS BAJO USERRA
EL ACTA DE DERECHOS DE EMPLEO Y REEMPLEO DE LOS SERVICIOS UNIFORMADOS

USERRA protege los derechos de trabajo de las personas que voluntaria o involuntariamente dejan sus empleos para integrarse al servicio militar. USERRA también prohíbe la discriminación, por parte de los empleadores contra los miembros actuales, ex-miembros, y candidatos de los servicios uniformados.

DERECHOS DE RECONTRATACIÓN

Usted tiene derecho a ser recontratado en su trabajo civil si lo deja para cumplir deberes en el servicio uniformado y:

- usted se asegura que su empleador reciba aviso escrito o verbal de su servicio, por adelantado;
- usted tiene cinco años o menos de servicio acumulativo en las fuerzas uniformadas mientras está con ese empleador;
- después de la conclusión de su servicio retorna a su trabajo o solicita ser recontratado dentro de un margen de tiempo adecuado; y
- si usted ha dejado el servicio sin haber sido descalificado, o retirado de cualquier otra forma que no sea en condiciones honorables.

Si usted es elegible para ser recontratado, debe ser reposicionado en el puesto y con los beneficios que usted habría tenido si no hubiera estado ausente debido al servicio militar, o en ciertos casos, un puesto equivalente.

DERECHO A SER LIBRE DE DISCRIMINACIÓN Y REPRESALIAS

Si usted:

- Es un ex-miembro o un miembro actual de los servicios uniformados;
- Ha solicitado una membresía en el servicio uniformado, o;
- Se encuentra obligado a servir en los servicios uniformados;

entonces, el empleador no puede negar alguno de los siguientes:

- empleo inicial;
- recontratación;
- permanencia en el empleo;
- ascenso; o
- cualquier beneficio del empleo.

Además, un empleador no puede tomar represalias en contra de cualquier persona que esté ayudando a la aplicación de los derechos del USERRA, incluyendo el realizar una testificación o una declaración en conexión con un procedimiento bajo USERRA; aún si esa persona no tiene ninguna conexión con el servicio.

PROTECCIÓN DEL SEGURO DE SALUD

- Si usted deja su empleo para realizar el servicio militar, tiene derecho a continuar con el plan de cobertura médica existente para usted y sus dependientes, por hasta 24 meses mientras se encuentre en el servicio militar.
- Aún si usted elige no continuar con su cobertura durante su servicio militar, usted tiene derecho a ser readmitido en su plan de cobertura médica al ser recontratado; generalmente, sin ningún periodo de espera o exclusiones (por ejemplo: exclusiones de condiciones pre-existentes), excepto por alguna lesión o enfermedad relacionada al servicio.

CUMPLIMIENTO

- El Servicio de Empleo y Capacitación de Veteranos (VETS, por su sigla en inglés) del Departamento del Trabajo de los EE.UU. está autorizado a investigar y resolver reclamos sobre violaciones a los estatutos del USERRA.
- Si necesita ayuda para enviar un reclamo, o si necesita información sobre USERRA, contáctese con VETS al **1800-4-USA-DOL** o visite **el sitio de Internet http://www.dol.gov/vets**. Puede contactarse con un ayudante interactivo de USERRA a través del Internet, en **http://www.dol.gov/elaws/userra.htm**.
- Si envía un reclamo al VETS y el VETS no puede resolverla, usted puede solicitar que su caso sea derivado al Departamento de Justicia o a la Oficina de Asesoramiento Especial (Office of Special Counsel), dependiendo del empleador para representación.
- También puede omitir el proceso por la vía de VETS y aplicar una acción civil en contra del empleador por violaciones del USERRA.

Los derechos que se presentan aquí pueden variar dependiendo de las circunstancias. Este aviso fue preparado por el VETS, y puede ser visto en el Internet en la siguiente dirección: http://www.dol.gov/vets/programs/userra/poster.pdf. La ley federal requiere que los empleadores informen a los empleados sobre sus derechos bajo USERRA. Los empleadores pueden cumplir con estos requisitos al exponer este aviso donde usualmente se colocan los anuncios para los empleados.

Departamento del Trabajo de los EE.UU.
1-866-487-2365

(Siglas en inglés para Apoyo de Empleadores de la Guardia y la Reserva)
1-800-336-4590

Fecha de publicación—febrero del 2005

#10

Job Safety and Health
IT'S THE LAW!

OSHA® Occupational Safety and Health Administration

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



Contact OSHA. We can help.

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

Seguridad y Salud en el Trabajo
¡ES LA LEY!

OSHA® Administración de Seguridad y Salud Ocupacional

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias toxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Reportar a la OSHA todas las fatalidades relacionadas con el trabajo dentro de 8 horas, y todas hospitalizaciones, amputaciones y la perdida de un ojo dentro de 24 horas.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

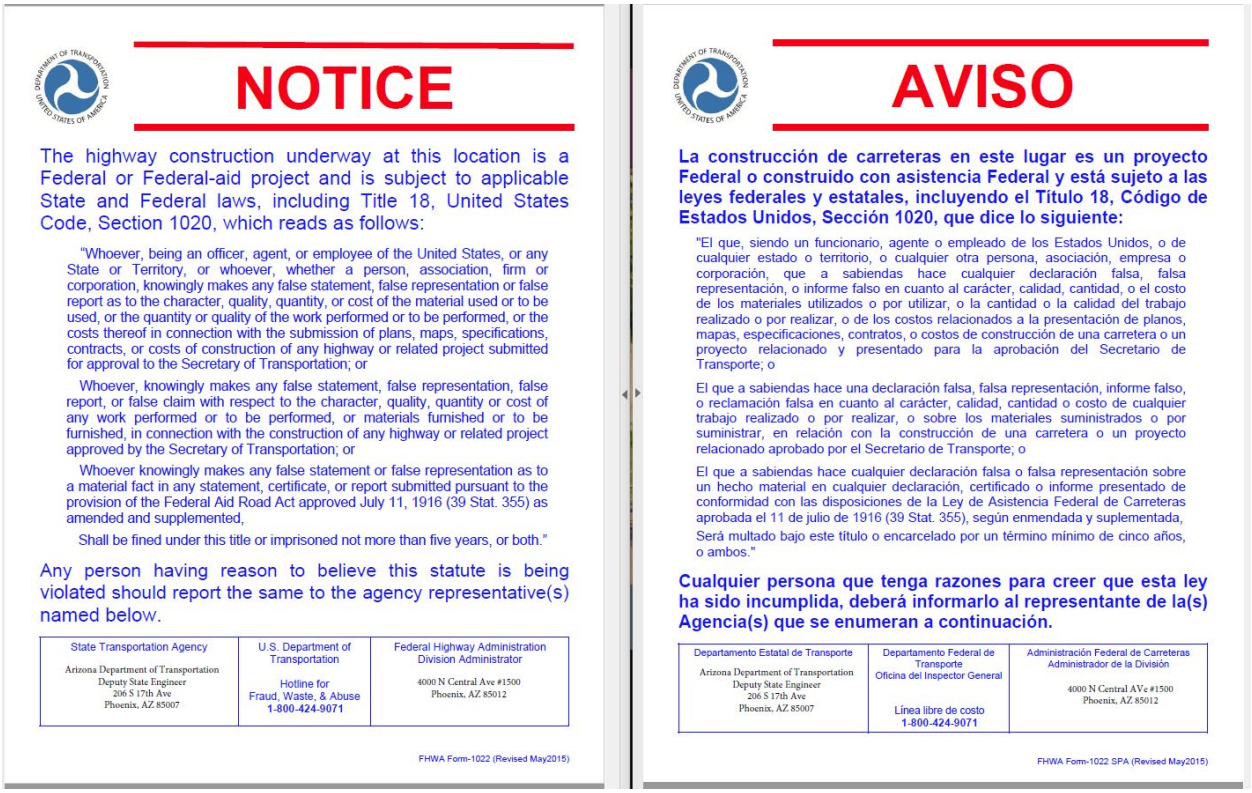
Los empleadores de tamaño pequeño y mediano pueden recibir ASISTENCIA GRATIS para identificar y corregir los peligros sin citación o multa, a través de los programas de consultación apoyados por la OSHA en cada estado.



Llame OSHA. Podemos ayudar.

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov/spanish

#11



NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm or corporation, knowingly makes any false statement, false representation or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever, knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,

Shall be fined under this title or imprisoned not more than five years, or both."

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

State Transportation Agency	U.S. Department of Transportation	Federal Highway Administration Division Administrator
Arizona Department of Transportation Deputy State Engineer 206 S 17th Ave Phoenix, AZ 85007	Hotline for Fraud, Waste, & Abuse 1-800-424-9071	4000 N Central Ave #1500 Phoenix, AZ 85012

FHWA Form-1022 (Revised May2015)

AVISO

La construcción de carreteras en este lugar es un proyecto Federal o construido con asistencia Federal y está sujeto a las leyes federales y estatales, incluyendo el Título 18, Código de Estados Unidos, Sección 1020, que dice lo siguiente:

"El que, siendo un funcionario, agente o empleado de los Estados Unidos, o de cualquier estado o territorio, o cualquier otra persona, asociación, empresa o corporación, que a sabiendas hace cualquier declaración falsa, falsa representación, o informe falso en cuanto al carácter, calidad, cantidad, o el costo de los materiales utilizados o por utilizar, o la cantidad o la calidad del trabajo realizado o por realizar, o de los costos relacionados a la presentación de planos, mapas, especificaciones, contratos, o costos de construcción de una carretera o un proyecto relacionado y presentado para la aprobación del Secretario de Transporte; o

El que a sabiendas hace una declaración falsa, falsa representación, informe falso, o reclamación falsa en cuanto al carácter, calidad, cantidad o costo de cualquier trabajo realizado o por realizar, o sobre los materiales suministrados o por suministrar, en relación con la construcción de una carretera o un proyecto relacionado aprobado por el Secretario de Transporte; o

El que a sabiendas hace cualquier declaración falsa o falsa representación sobre un hecho material en cualquier declaración, certificado o informe presentado de conformidad con las disposiciones de la Ley de Asistencia Federal de Carreteras aprobada el 11 de julio de 1916 (39 Stat. 355), según enmendada y suplementada,

Será multado bajo este título o encarcelado por un término mínimo de cinco años, o ambos."

Cualquier persona que tenga razones para creer que esta ley ha sido incumplida, deberá informarlo al representante de la(s) Agencia(s) que se enumeran a continuación.

Departamento Estatal de Transporte	Departamento Federal de Transporte Oficina del Inspector General	Administración Federal de Carreteras Administrador de la División
Arizona Department of Transportation Deputy State Engineer 206 S 17th Ave Phoenix, AZ 85007	Línea libre de costo 1-800-424-9071	4000 N Central AVe #1500 Phoenix, AZ 85012

FHWA Form-1022 SPA (Revised May2015)

#12

TO BE POSTED BY EMPLOYER POLICY NUMBER _____

NOTICE TO EMPLOYEES

RE: ARIZONA WORKERS' COMPENSATION LAW

All employees are hereby notified that this employer has complied with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all the rules and regulations of The Industrial Commission of Arizona made in pursuance thereof, and has secured the payment of compensation to employees by insuring the payment of such compensation with: _____

All employees are hereby further notified that in the event they do not specifically reject the provisions of the said compulsory law, they are deemed by the laws of Arizona to have accepted the provisions of said law and to have elected to accept compensation under the terms thereof; and that under the terms thereof employees have the right to reject the same by written notice thereof prior to any injury sustained, and that the blanks and forms for such notice are available to all employees at the office of this employer.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

PARA SER COLOCADO POR EL PATRON NUMERO DE POLIZA _____

AVISO A LOS EMPLEADOS

RE: LEY DE COMPENSACION PARA LOS TRABAJADORES DE ARIZONA

A todos los empleados se les notifica por este medio que este patron ha cumplido con las provisiones de la Ley de Compensacion para los Trabajadores de Arizona (Titulo 23, Capitulo 6, Estatutos Enmendados de Arizona) tal como han sido enmendados, y con todas las regias y ordenanzas de La Comision Industrial de Arizona hechas en cumplimiento de esta, y ha asegurado el pago de compensacion a los empleados garantizando el pago de dicha compensacion por medio de:

_____

Ademas, a todos los empleados se les notifica por este medio que en caso de que especificadamente ellos no rechazen las disposiciones de dicha ley obligatoria, se les considerara bajo las leyes de Arizona de haber aceptado las provisiones de dicha ley y de haber escogido aceptar la compensacion bajo estos terminos; tambien bajo estos terminos los empleados tienen el derecho de rechazar la misma por medio de una notificacion por escrito antes de que sufran alguna lesion, todos los formularios o formas en blanco para tal notificacion por escrito estaran disponibles para todos los empleados en la oficina de este patron.

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

KEEP POSTED IN A CONSPICUOUS PLACE.

COLOQUESE EN LUGAR VISIBLE.

#13

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

NOTICE TO EMPLOYEES

YOU ARE COVERED BY UNEMPLOYMENT INSURANCE (UI)

For an explanation of what this insurance means to you, visit our website at www.azui.com for a copy of the pamphlet A Guide to Arizona Benefits. You may obtain additional information from the Unemployment Insurance office by calling (602) 364-2722 in the Phoenix area, (520) 791-2722 in the Tucson area, or toll free at 1-877-600-2722.

IF YOU BECOME UNEMPLOYED, YOU MAY BE ELIGIBLE FOR UNEMPLOYMENT BENEFITS IF YOU:

- Open or reopen a claim by going on line at www.azui.com. If you do not have internet access, go to your nearest Arizona Department of Economic Security (ADES) Employment Service (ES) office for assistance.
- Were separated from your last job for a non-disqualifying reason.
- Meet the wage requirements established by law.
- Are registered for work with Arizona Job Connection – DES will attempt to register you based on the information you provide when your claim is filed.
- Actively seek work and remain available and able to accept suitable employment.
- Meet all other eligibility requirements.

You may receive partial unemployment insurance payments if your hours and wages are reduced.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the UI Tax Office at 602-771-6606; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local.

POU-003 (8-19)

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

AVISO A LOS EMPLEADOS

ESTÁN CUBIERTOS POR EL SEGURO POR DESEMPLEO (UI)

Para una explicación de lo que este seguro significa para usted, visite a nuestro sitio web en www.azui.com para obtener una copia del folleto Una guía a los Beneficios de Seguro por Desempleo en Arizona. Puede obtener información adicional de la oficina del Seguro por Desempleo llamando al (602) 364-2722 en el área de Phoenix, al (520) 791-2722 en el área de Tucson, o de manera gratuita al 1-877-600-2722.

SI SE QUEDA SIN EMPLEO, PUEDE TENER DERECHO A RECIBIR BENEFICIOS DE DESEMPLEO SI USTED:

- Abre o vuelve abrir un reclamo usando el sitio web en www.azui.com. Si no tiene acceso al internet, visite la oficina de Servicios de Empleo (ES, por sus siglas en inglés) del Departamento de Seguridad Económico de Arizona (ADES, por sus siglas en inglés) más cercana, para recibir ayuda.
- Quedó separado de su último empleo por un motivo que no le descalifica.
- Satisface los requisitos salariales establecidos por ley.
- Está registrado para trabajar con Arizona Job Connection. El DES intentará registrarlo en función de la información que proporcione cuando presente su reclamo.
- Busca trabajo de manera activa, y permanece disponible y dispuesto para aceptar un empleo adecuado.
- Satisface todos los demás requisitos de elegibilidad.

Si se reducen su salario y horas de trabajo, puede que reciba pagos parciales de seguro por desempleo.

Programa y Empleador con Igualdad de Oportunidades • Servicios y ayudantes auxiliares para personas con discapacidades están disponibles a petición • Para obtener este documento en otro formato u obtener información adicional sobre esta política, comuníquese con la oficina de UI Tax al 602-771-6606; Servicios de TTY/TDD: 7-1-1 • Available in English online or at the local office.

POU-003-S (8-19)

#14

THE FAIR WAGES AND HEALTHY FAMILIES ACT

Earned Paid Sick Time

EXEMPTIONS: The Fair Wages and Healthy Families Act (the "Act") does not apply to any person who is employed by a parent or a sibling; any person who is employed performing babysitting services in the employer's home on a casual basis; or any person employed by the State of Arizona or the United States government.

ENTITLEMENT AND AMOUNT: Beginning July 1, 2017, employees are entitled to earned paid sick time and accrue a minimum of one hour of earned paid sick time for every 30 hours worked, subject to the following limitations:

- Employees whose employers have less than 15 employees may only accrue or use 24 hours of earned paid sick time per year.
- Employees whose employers have 15 or more employees may only accrue or use 40 hours of earned paid sick time per year.

Employers are permitted to select higher accrual and use limits.

TERMS OF USE: Earned paid sick time may be used for the following purposes: (1) medical care or mental or physical illness, injury, or health condition; or (2) a public health emergency; and (3) absence due to domestic violence, sexual violence, abuse, or stalking. Employees may use earned paid sick time for themselves or for family members. *See* Arizona Revised Statutes § 23-373 for more information.

RETALIATION & DISCRIMINATION PROHIBITED: Employers are prohibited from discriminating against or subjecting any person to retaliation for: (1) asserting any claim or right under the Act, including requesting or using earned paid sick time; (2) assisting any person in doing so; or (3) informing any person of their rights under the Act.

ENFORCEMENT: Each employee has the right to file a complaint with the Industrial Commission's Labor Department alleging that an employer has violated the Act. Certain time limits apply. A civil action may also be filed as provided in the Act. Violations of the Act may result in penalties.

INFORMATION: For additional information regarding the Act, you may refer to the Industrial Commission's website at www.azica.gov or contact the Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515.

THIS POSTER MUST BE CONSPICUOUSLY POSTED IN A PLACE THAT IS ACCESSIBLE TO EMPLOYEES

LEY GENERAL DE SALARIOS JUSTOS Y FAMILIAS SANAS (*FAIR WAGES AND HEALTHY FAMILIES ACT*)

Tiempo Pagado por Enfermedad Devengado

EXENCIONES: La Ley General de Salarios Justos y Familias Sanas (la "Ley General") no tendrá vigencia para las personas que sean empleadas de padres de familia o hermanos; cualquier persona que trabaje informalmente en el hogar de los patronos proporcionando servicios de cuidado de menores; o cualquier persona que sea empleada del Estado de Arizona o del gobierno de los Estados Unidos.

DERECHOS Y CANTIDADES: A partir del 1 de julio del 2017, los empleados tendrán derecho a tiempo pagado por enfermedad devengado y acumularán por lo menos una hora de tiempo pago por enfermedad devengado por cada 30 horas que trabajen, a tenor con las limitaciones siguientes:

- Los empleados cuyos patronos tengan menos de 15 empleados podrán acumular o usar 24 horas de tiempo pago por enfermedad devengado al año.
- Los empleados cuyos patronos tengan 15 empleados o más sólo podrán acumular o usar 40 horas de tiempo pagado por enfermedad devengado al año.

Se les permitirá a los patronos escoger límites mayores de acumulación y uso.

CONDICIONES DE USO: El tiempo pagado por enfermedad devengado podrá usarse para los propósitos siguientes: (1) atenciones médicas o mentales o enfermedades, lesiones o condiciones de salud física; o (2) emergencia de salud pública; y (3) ausencias debidas a violencia intrafamiliar, violencia sexual, maltrato o acosamiento. Los empleados podrán usar el tiempo pagado por enfermedad devengado para sí mismos o para familiares. *Véase* la fracción § 23-373 de las Leyes Actualizadas de Arizona (*Arizona Revised Statutes*) para más información.

REPRESALIAS Y DISCRIMEN PROHIBIDOS: Se les prohíbe a las entidades patronales discriminar contra otras personas o someterlas a represalias por: (1) afirmar sus reclamaciones o derechos de conformidad con la Ley General; (2) ayudar a cualquier otra persona a afirmar esto; o (3) informarle a cualquier otra persona sus derechos de conformidad con la Ley General.

EJECUCIÓN: Cualquier persona u organización podrá presentar una querella ante el Departamento del Trabajo de la Comisión Industrial en la que se alegue que una entidad patronal ha quebrantado la Ley General. Hay que cumplir con ciertos límites de tiempo. De conformidad con la Ley General, también se pudiera interponer una demanda civil. Las trasgresiones de la Ley General pudieran redundar en sanciones.

INFORMACIÓN: Para obtener más información sobre la Ley General, deberá buscar en la página de Internet de la Comisión: www.azica.gov; también podrá comunicarse con el Departamento del Trabajo de la Comisión Industrial: *Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022*; o llamar al teléfono (602) 542-4515.

ESTE AVISO DEBERÁ PUBLICARSE MUY VISIBLEMENTE EN UN SITIO AL QUE LOS EMPLEADOS TENGAN ACCESO

#15

CHANDLER arizona

TITLE VI



City of Chandler Title VI Notice to the Public

The City of Chandler hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, national origin, age or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which the City receives Federal financial assistance.

Any person, who believes his/her Title VI protection has been violated, may file a complaint. Any such complaint must be in writing and filed with the City's Title VI Program Manager within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City by contacting:

Aviso public de Chandler sobre el Titulo VI

El Ciudad de Chandler da aviso al publico que es la norma de esta agencia asegurar cumplimiento total con el Titulo VI de la Ley de los Derechos Civiles de 1964, la Ley de Restauración de 1987, y articulos relacionados y regulaciones en todos los programas y actividades. El Titulo VI require que ninguna persona sera discriminada por razon de raza, color, pais de origen, sexo, edad o discapacidad; sera excluida de participar en, denegar servicios de programas, ayudas o beneficios por ningún programa o actividad financiados por el gobierno federal.

Cualquier persona que crea que se ha violado su protección bajo el Titulo VI, puede presentar una queja. Esta queja debe ser por escrito con el Ciudad de Chandler dentro de los ciento ochenta (180) días de la fecha en que se alega que la discriminación ocurrió. Para recibir formularios de reclamo por favor póngase en contacto con el Ciudad de Chandler:

钱德勒市民权法案第六章全民公告

钱德勒市在此发布公告，本市的政策是确保在所有计划和活动中完全遵守《1964 年民权法案》第六章、《1987 年民权复原法案》以及相关法规和条例。第六章要求，任何人不得因种族、肤色、性别、国籍、年龄或残疾而被排除在联邦助建高速公路计划或该市接受联邦财政援助的其他活动之外，不得被剥夺利益或受到歧视。

任何认为自己在民权法案第六章的权益受到侵犯的人可以提交投诉。任何该等投诉必须以书面形式提交，并在指称的歧视事件发生之日起一百八十 (180) 天内提交给本市民权法案第六章项目经理。民权法案第六章歧视投诉表格可通过联系以下人员获得：

City of Chandler Title VI Program Manager: Dan Haskins
Public Works & Utilities Department / PO Box 4008, Mail Stop 407, Chandler, AZ 85244-4008
480-782-3335 / Daniel.haskins@chandleraz.gov

Rev 2022-09-12

#16

FHWA 1273 (also known as the “Pink Sheets”) (14 Page Document)
SHOWN HERE IS ONLY THE FIRST PAGE OF THE FOURTEEN (14) PAGE DOCUMENT FOR REFERENCE. ALL PAGES MUST BE AVAILABLE ON THE JOBSITE POSTERS BOARD. MUST USE THE CURRENT REVISION DATED 10-23-2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

END OF Jobsite Poster Description for the FHWA 1273 (shown here, Pg 1 of the14 Page Document)

#17

DAVIS BACON WAGE DECISION EXAMPLE

PICTURED HERE IS ONLY THE FIRST TWO PAGES (Page 1&2) OF A DAVIS BACON WAGE DECISION FOR REFERENCE ONLY. CONTRACTOR REQUIRED TO DISPLAY/PROVIDE THE ENTIRE DAVIS BACON WAGE DECISION THAT IS IN THE CONTRACT FOR THIS PROJECT ON THE JOBSITE POSTERS BOARD. **note: City of Chandler recommends maintaining the last blank page of the Davis Bacon Wage Decision to post any additional added classifications that occur during the course of the project.

"General Decision Number: AZ20240008 01/19/2024

Superseded General Decision Number: AZ20230008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

1 01/19/2024

CARP0408-005 07/01/2023

	Rates	Fringes
CARPENTER (Including Cement Form Work)	$ 34.50	14.17

ENGI0428-001 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 31.69	13.52
Group 2	$ 34.96	13.52
Group 3	$ 36.04	13.52
Group 4	$ 37.07	13.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:
ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:
ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver

END OF JOBSITE POSTERS REQUIREMENTS SECTION

13.0

DAVIS BACON WAGE DECISION

"General Decision Number: AZ20240008 01/19/2024

Superseded General Decision Number: AZ20230008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
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CARP0408-005 07/01/2023

	Rates	Fringes
CARPENTER (Including Cement Form Work)	$ 34.50	14.17

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	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 31.69	13.52
Group 2	$ 34.96	13.52
Group 3	$ 36.04	13.52
Group 4	$ 37.07	13.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:
ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:
ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver

Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive $0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal $0.50 per hour over base rate.

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* IRON0075-004 10/01/2023

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar	$ 32.00	18.91

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
Zone 2: 050 to 100 miles - Add $4.00
Zone 3: 100 to 150 miles - Add $5.00
Zone 4: 150 miles & over - Add $6.50

LABO1184-008 06/01/2023

	Rates	Fringes
Laborers:		
Group 1	$ 24.18	7.59
Group 2	$ 25.82	7.59
Group 3	$ 26.68	7.59
Group 4	$ 27.65	7.59
Group 5	$ 28.75	7.59

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic

Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

PAIN0086-001 04/01/2017

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties)	$ 19.58	6.40

ZONE PAY: More than 100 miles from Old Phoenix Courthouse $3.50 additional per hour.

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* SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON	$ 19.28	3.99
ELECTRICIAN	$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County	$ 23.17	14.83
Pinal County	$ 20.27	8.35
LABORER		
Asphalt Raker	$ 15.49 **	3.49
Compaction Tool Operator	$ 14.59 **	2.91
Concrete Worker	$ 13.55 **	3.20
Concrete/Asphalt Saw	$ 13.95 **	2.58
Driller-Core, diamond, wagon, air track	$ 16.94 **	3.12
Dumpman Spotter	$ 14.99 **	3.16
Fence Builder	$ 13.28 **	2.99
Flagger Coconino, Mohave, Pima, Pinal, Yavapai & Yuma	$ 12.35 **	1.59
Formsetter	$ 16.09 **	3.97
General/Cleanup Laborer Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma	$ 14.54 **	3.49
Grade Setter (Pipeline)	$ 17.83	5.45
Guard Rail Installer	$ 13.28 **	2.99
Landscape Laborer	$ 11.39 **	
Landscape Sprinkler Installer	$ 15.27 **	
Pipelayer	$ 14.81 **	2.96

Powderman, Hydrasonic.....$ 16.39 ** 2.58

OPERATOR: Power Equipment

Asphalt Laydown Machine.....$ 21.19 6.05

Backhoe < 1 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.37 3.85

Backhoe < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59

Clamshell < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59

Concrete Pump (Truck
Mounted with boom only)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 19.92 7.10

Crane (under 15 tons).....$ 21.35 7.36

Dragline (up to 10 cu yd)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59

Drilling Machine
(including Water Wells).....$ 20.58 5.65

Grade Checker
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 16.04 ** 3.68

Hydrographic Seeder.....$ 15.88 ** 7.67

Mass Excavator.....$ 20.97 4.28

Milling Machine/Rotomill....$ 21.42 7.45

Motor Grader (Finish-any
type power blade)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 21.92 4.66

Motor Grader (Rough)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 20.07 4.13

Oiler.....$ 18.15 8.24

Power Sweeper.....$ 16.76 ** 4.44

Roller (all types Asphalt)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.27 3.99

Roller (excluding asphalt)..$ 15.65 ** 3.32

Scraper (pneumatic tired)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.69 3.45

Screed
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.54 3.72

Shovel < 10 cu yd
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.72 3.59

Skip Loader (all types <3
cu yd).....$ 18.28 5.30

Skip Loader (all types 3 <
6 cu yd)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 18.64 4.86

Skip Loader (all types 6 <
10 cu yd).....$ 20.15 4.52

Tractor (dozer, pusher -
all)
Coconino, Mohave, Pima,
Pinal, Yavapai & Yuma.....$ 17.26 2.65

PAINTER

Coconino, Maricopa, Mohave, Pima, Pinal & Yuma	$ 15.57 **	3.92
TRUCK DRIVER		
2 or 3 Axle Dump or Flatrack	$ 16.27 **	3.30
5 Axle Dump or Flatrack	$ 13.97 **	2.89
6 Axle Dump or Flatrack (< 16 cu yd)	$ 17.79	6.42
Belly Dump	$ 14.67 **	
Oil Tanker Bootman	$ 22.03	
Self-Propelled Street Sweeper	$ 13.11 **	5.48
Water Truck 2500 < 3900 gallons	$ 18.14	4.55
Water Truck 3900 gallons and over	$ 15.92 **	3.33
Water Truck under 2500 gallons	$ 15.94 **	4.16

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

14.0

DBE DOCUMENTS

ADOT
Business Engagement and Compliance

City of Chandler

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
GOAL ASSURANCE

The undersigned, fully cognizant of the requirements and of the goal established, hereby certifies that in the preparation of this bid for federal aid project:

ADOT TRACS No: T0203 01C

Agency Project No: ST1804.401

Project Name: Chandler Heights Road Gilbert Road to Val Vista Drive

(CHECK ONE)

☒ The bidder has met the established DBE goal and arrangements with certified DBEs have been made prior to the submission of the bid.

OR

☐ The bidder has been unable to meet the established DBE goal prior to the submission of the bid and has made good faith efforts to do so.

THIS CERTIFICATE MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE BID.

If the bidder certifies that it has met the goal, the bidder cannot change its decision after submission of the bid and submit documentation of a good faith effort. If the bidder certifies that it has been unable to meet the goal and has made a good faith effort, the bidder cannot change its position after the submission of the bid and claim to have met or be able to meet the established goal.

In accordance with the DBE Special Provisions, the bidder shall specify its DBE participation on the "DBE Intended Participation Affidavit", or provide documentation of its good faith efforts, by 4:00 p.m. on the fifth calendar day following the bid opening. The bidder shall obtain the required affidavit from the City of Chandler

Insert Agency Name
City of Chandler.

Sunland Asphalt & Construction LLC
Print Name of Firm

Chris Eischen
Print Name of Authorized Officer of Firm

Signature of Authorized Officer of Firm

Division Manager
Title

08/02/2024
Date

ADOT

CITY OF CHANDLER
CONSTRUCTION
DISAVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit – Summary

Prime Contractor: Sunland Asphalt & Construction, LLC

Project Name: Chandler Heights Road Gilbert Road to Val Vista Drive

TRACS ADOT No.: T0203 01C

Project/Federal No.: CHN-0(244)D

AZUTRACS No.: 11128

Required DBE Goal: 10.62%

DBE Liaison Name: Yanira Espana

Contact Phone Number: 480-440-9274

A	B	C	D	E
Name of DBE Firm	Scope of Work	Minimum Contract Amount	Adjustments	Total DBE Credit Dollar Value
C & L Asphalt Patching, LLC	Asphalt Paving	$1,024,029.00	$0.00	$1,024,029.00
Hulxe Construction Services LLC	Roadway Striping	$43,217.30.00	$0.00	$43,217.30.00

Total DBE Credit Dollar Value	$1,067,246.30
(F) Contract Bid Amount	$9,784,943.00
Total % of DBE Commitment	10.91%

By signature below, the undersigned agrees that formal agreements/subcontracts with the listed DBE firms will occur for the work cited herein should this contract be awarded.

Chris Eischen
(Name)

Division Manager
(Title)

(Signature)

August 12, 2024
(Date)

ADOT

CITY OF CHANDLER

CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE {DBE)
Intended Participation Affidavit

Prime Contractor: Sunland AsphcHt & Construction, L L C Project Name: Chandler Heights Road Gilbert Road to Val Vista Drive

TRACS No(s}: qT nQ/.J0203 01C Project/Federal No,: C H N -0 (2 44) D---- ----

DBE Firm: C & L Asphalt Patching, L L C AZ uTRACS Registration No;_101_0_2_ _ _ - - - - -

Select: 00 Subcontractor D Trucker O Broker (Fees/Commission) D Supplier (60% DBE Credit} ☐ .Manufacturer

1. The undersigned is prepared to perform the following scope(s) of work.on the above referenced project .

UNIT PRICE OR LUMP SUM BID						
NAICS Codelsl	Bid Item No,	Partial Yes/No:	Description / Scope of Work	Quantity	Unit Price	Total
237310	5	Yes	Mobilization/Demobilization	1 L S	$10,000.00	$10,000,00
237310	15	Yes	Asphaltic Concrete Pavement (2 In Surface Course, A-12.5 EVAC)	61,791.00 S Y	$11.60	$716,811.00
237310	16	Yes	Asphaltic Concrete Pavement (3 In Surface Course, A-12.5 EVAC)	393.00 S Y	$28.06	$11,030.00
237310	17	Yes	Asphaltic Concrete Pavement (3 In Base Course, A-19 EVAC)	16,322.00 S Y	$17,53	$286,188.00
					Minimum Contract Amount;	$1,024,029.00

2. (TrUcking) If there is any Trucking in the work listed above, complete the following:

DBE firm owns total# N/A Trucks

Project Use	# of Trucks	Dollar Ampunt,
DBE owned trucks	N/A	N/A
DBE leased trucks	N/A	N/A
non-DBE leased w/DBE driver	NIA	NIA
non-DBE leased w/o DBE driver	NIA	NIA

3. (Brokerage) The undersigned affirms that the amount of fees and commissions for work quoted above are as follows;

Total Min Contract Amount $ N/A fees/Commissions - - - - - " N ,/A ,& _ _ _ _ %

4. The undersigned will sublet and/or award NIA of work bid to a non-DBE firm.

S. The undersigned will sublet and/or award - - - - - - " N ,/1';_._ _ _ _ of work to another certified DBE firm.

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract from the Purchaser,

L_C<4 mv_ m1:'1Al...A. ._..S=,t,'f-l:/:t:i-1e,f'_- - - - - confirm that C&L ASPHALT PATCHING LLC
-{Aothomed DBE firm officer, pnn1 name andtttle) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for: 1,024,029.—
(Total DBE Credit Dollar Value)

Cynthia J.
tAuthom.ect OBE firmofftcer, Signature)

August 12, 2024
(Date)

ADOT

CITY OF CHANDLER
CONSTRUCTION
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit

Clear Form

Refer to Instructions on Page 2

Prime Contractor: Sunland Asphalt & Construction, LLC Project Name: Chandler Heights Road Gilbert Road to Val Vista Drive

TRACS No(s): (ADOT no) T0203 01C Project/Federal No.: CHN-0(244)D

DBE Firm: Hulxe Construction Services LLC AZ UTRACS Registration No.: 20681

Select: ☒ Subcontractor ☐ Trucker ☐ Broker (Fees/Commission) ☐ Supplier (60% DBE Credit) ☐ Manufacturer

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

UNIT PRICE OR LUMP SUM BID						
NAICS Code(s)	Bid Item No.	Partial Yes/No	Description / Scope of Work	Quantity	Unit Price	Total
237310	5	Yes	Mobilization/Demobilization	1.00 LS	$14,000.00	$14,000.00
237310	78	No	Remove Paint Stripe	1,470.00 LF	$2.85	$4,189.50
237310	79	No	4 In White Traffic Paint Stripe	50,688.00 LF	$0.10	$5,068.80
237310	80	No	4 In Yellow Traffic Paint Stripe	3,760.00 LF	$0.10	$376.00
					Minimum Contract Amount:	$43,217.30

Grand Total Pgs 1,2,3

2. **(Trucking)** If there is any Trucking in the work listed above, complete the following:

DBE firm owns total # N/A Trucks

Project Use	# of Trucks	Dollar Amount
DBE owned trucks	N/A	N/A
DBE leased trucks	N/A	N/A
non-DBE leased w/DBE driver	N/A	N/A
non-DBE leased w/o DBE driver	N/A	N/A

3. **(Brokerage)** The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Min Contract Amount $ N/A Fees/Commissions N/A & %

4. The undersigned will **sublet** and/or award N/A of work bid to a **non-DBE firm**.

5. The undersigned will **sublet** and/or award N/A of work to another **certified DBE firm**.

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract from the Purchaser.

I, Eric Varela / Owner (Authorized DBE firm officer, print name and title) confirm that Hulxe Construction Services LLC (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for: $43,217.30 (Total DBE Credit Dollar Value)

Eric Varela (Authorized DBE firm officer, Signature)

9/12/2024 (Date)

ADOT

CITY OF CHANDLER
CONSTRUCTION
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit

Clear Form

Refer to Instructions on Page 2

Prime Contractor: Sunland Asphalt & Construction, LLC Project Name: Chandler Heights Road Gilbert Road to Val Vista Drive

TRACS No(s): (ADOT no) T0203 01C Project/Federal No.: CHN-0(244)D

DBE Firm: Hulxe Construction Services LLC AZ UTRACS Registration No.: 20681

Select: ☒ Subcontractor ☐ Trucker ☐ Broker (Fees/Commission) ☐ Supplier (60% DBE Credit) ☐ Manufacturer

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

UNIT PRICE OR LUMP SUM BID						
NAICS Code(s)	Bid Item No.	Partial Yes/No	Description / Scope of Work	Quantity	Unit Price	Total
237310	81	No	Paint Median Nose	20.00 EA	$1.25	$25.00
237310	82	No	4 In White Thermoplastic Traffic Stripe	14,500.00 LF	$0.38	$5,510.00
237310	83	No	Thermoplastic/Preformed Symbol Bike Lane Marking Set	32.00 EA	$185.00	$5,920.00
237310	84	No	Thermoplastic/Preformed Symbol Left Turn Arrow	22.00 EA	$150.00	$3,300.00
					Minimum Contract Amount:	$43,217.30

2. **(Trucking)** If there is any Trucking in the work listed above, complete the following:

DBE firm owns total # N/A Trucks

Project Use	# of Trucks	Dollar Amount
DBE owned trucks	N/A	N/A
DBE leased trucks	N/A	N/A
non-DBE leased w/DBE driver	N/A	N/A
non-DBE leased w/o DBE driver	N/A	N/A

Grand Total Pgs 1,2,3

3. **(Brokerage)** The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Min Contract Amount $ N/A Fees/Commissions N/A & %

4. The undersigned will **sublet** and/or award N/A of work bid to a **non-DBE firm**.

5. The undersigned will **sublet** and/or award N/A of work to another **certified DBE firm**.

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract from the Purchaser.

I, Eric Varela / Owner (Authorized DBE firm officer, print name and title) confirm that Hulxe Construction Services LLC (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for: $43, 217.30 (Total DBE Credit Dollar Value)

Eric Varela (Authorized DBE firm officer, Signature)

8/12/2024 (Date)

ADOT

CITY OF CHANDLER
CONSTRUCTION
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit

Clear Form

Refer to Instructions on Page 2

Prime Contractor: Sunland Asphalt & Construction, LLC Project Name: Chandler Heights Road Gilbert Road to Val Vista Drive

TRACS No(s): (ADOT no) T0203 01C Project/Federal No.: CHN-0(244)D

DBE Firm: Hulxe Construction Services LLC AZ UTRACS Registration No.: 20681

Select: ☒ Subcontractor ☐ Trucker ☐ Broker (Fees/Commission) ☐ Supplier (60% DBE Credit) ☐ Manufacturer

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

UNIT PRICE OR LUMP SUM BID						
NAICS Code(s)	Bid Item No.	Partial Yes/No	Description / Scope of Work	Quantity	Unit Price	Total
237310	85	No	Thermoplastic/Preformed Symbol Right Turn Arrow	14.00 EA	$150.00	$2,100.00
237310	86	No	Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	700.00 EA	$3.10	$2,170.00
237310	87	No	Reflectorized Raised Pavement Marker (Type D, Yellow, 2-Way)	60.00 EA	$3.10	$186.00
237310	88	No	Reflectorized Raised Pavement Marker (Type H, Yellow, 1-Way)	120.00 EA	$3.10	$372.00
					Minimum Contract Amount:	$43,217.30

Grand Total Pgs 1,2,3

2. **(Trucking)** If there is any Trucking in the work listed above, complete the following:

DBE firm owns total # N/A Trucks

Project Use	# of Trucks	Dollar Amount
DBE owned trucks	N/A	N/A
DBE leased trucks	N/A	N/A
non-DBE leased w/DBE driver	N/A	N/A
non-DBE leased w/o DBE driver	N/A	N/A

3. **(Brokerage)** The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Min Contract Amount $ N/A Fees/Commissions N/A & %

4. The undersigned will **sublet** and/or award N/A of work bid to a **non-DBE firm**.

5. The undersigned will **sublet** and/or award N/A of work to another **certified DBE firm**.

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract from the Purchaser.

I, Eric Varela / Owner (Authorized DBE firm officer, print name and title) confirm that Hulxe Construction Services LLC (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for: $43,217.30 (Total DBE Credit Dollar Value)

Eric Varela (Authorized DBE firm officer, Signature) 8/12/2024 (Date)

Chris Eischen

From: Sue Berry
Sent: Monday, August 12, 2024 11:02 AM
To: Chris Eischen; Yanira Espana
Subject: Fwd: Bidders List for Sunland Asphalt & Construction LLC

Here you go.

Get Outlook for iOS

Sue Berry
Senior Project Coordinator - Public Works

Sunland Asphalt & Construction, LLC
3030 S. 7th St.
Phoenix, AZ 85040

Office 602 323 2800
Direct 602 304 2713
Cell 602 558 4626

www.sunlandasphalt.com
LinkedIn | Facebook | Instagram | Twitter



From: ADOT Business Engagement and Compliance Office <AZUTRACS-Support@azdot.gov>
Sent: Monday, August 12, 2024 11:00:18 AM
To: Sue Berry <sberry@sunlandasphalt.com>
Cc: ContractorCompliance@azdot.gov <ContractorCompliance@azdot.gov>
Subject: Bidders List for Sunland Asphalt & Construction LLC

Sunland Asphalt & Construction LLC, AZUTRACS Number: 11128 has submitted a Bidder/Proposer list for **T020301C** on 08/12/2024 at 11:00 AM MST (UTC - 07:00).

Bidders/Proposers for this firm include:

Firm Name	AZUTRACS #	Expiration Date	Email Address
ATL, INC.	19420	08/22/2026	roger.fitzmaurice@cmtlaboratories.com

Atlas Technical Consultants LLC	20684	01/10/2025	phillip.schneider@oneatlas.com
B&F Contracting, Inc	19225	01/19/2025	jonstott@bfcontracting.com
C & L Asphalt Patching, LLC	10102	04/13/2024	cnl@cnlasphalt.com
C & S Sweeping Services, Inc.	10106	05/12/2026	Heather@candssweeping.com
Chacon's Landscaping & Irrigation Inc.	18468	06/27/2027	chacon@chaconslandscaping.com
D2 Surveying, LLC	10237	01/26/2026	jeremy@d2surveying.com
European Pavers Southwest Inc.	14813	11/04/2025	kmiller@epswi.com
Franklin Striping, Inc.	10413	04/19/2026	administration@franklinstriping.com
Hulxe Construction Services LLC	20681	01/07/2025	admin@hulxe.net
Kimbrell Electric, Inc	15429	11/30/2026	amberc@kimbrellelectric.com
LJ Landscapes, LLC	16138	01/25/2026	lj.landscapes.llc@gmail.com
MGM Sweeping LLC	16333	01/14/2025	matiezmendoza07@gmail.com
Molina Contracting Inc.	18329	02/08/2027	molinabids@gmail.com
National Barricade LLC	15827	01/08/2027	jlewellen@gonbc.com
Ninyo & Moore Geotechnical and Environmental Sciences Consultants	10775	04/24/2026	slorenzo@ninyoandmoore.com
Pipeline Services, Inc.	15906	11/07/2026	mbrown@pipelineservices.net
Right Choice, LLC	14941	06/30/2023	roybalpauline@yahoo.com
Roadway Electric LLC	15499	01/22/2027	debh@roadwayelectric.com
Specialty Companies Group	11076	10/20/2024	controller@scofaz.com
Sun Valley Markings, LLC	21690	12/04/2026	chris.brandt@sunvalleymarkings.com
Torrent Resources, Inc.	16818	05/08/2027	austin.king@oldcastle.com

Utility Construction Company, Inc.	11243	01/13/2026	suzette@utilityconstructionco.com
Western Technologies, Inc.	11288	06/21/2026	k.corradino@wt-us.com
William Charles Construction	19434	06/11/2027	tracy.fudge@williamcharles.com

Unregistered Bidders:

Firm Name	Email Address	Phone Number
Contractors West	cbowmer@contractorswest.com	480-969-6300

Your firm was recently added to a Bidders or Proposers List for a federally funded transportation project submitted by **Contractors West** for project **T020301C .**

All firms working on projects as well as firms expressing interest in working on Arizona Transportation projects should be AZ UTRACS Registered. You are encouraged to go to http://utracs.azdot.gov to complete an AZ UTRACS Registration. Completing this registration is simple and adds your firm to the AZ UTRACS Firm Search Directory and increases your chances of finding work on Arizona Transportation projects.

For questions regarding the AZ UTRACS Registration system, email AZUTRACS-Support@azdot.gov

Curran Masonry Corp.	curranaz@msn.com	480-821-0379

Your firm was recently added to a Bidders or Proposers List for a federally funded transportation project submitted by **Curran Masonry Corp.** for project **T020301C .**

All firms working on projects as well as firms expressing interest in working on Arizona Transportation projects should be AZ UTRACS Registered. You are encouraged to go to http://utracs.azdot.gov to complete an AZ UTRACS Registration. Completing this registration is simple and adds your firm to the AZ UTRACS Firm Search Directory and increases your chances of finding work on Arizona Transportation projects.

For questions regarding the AZ UTRACS Registration system, email AZUTRACS-Support@azdot.gov

Horizontal Boring, LLC	gromero@teamhb.com	602-384-8715

Your firm was recently added to a Bidders or Proposers List for a federally funded transportation project submitted by **Horizontal Boring, LLC** for project **T020301C .**

All firms working on projects as well as firms expressing interest in working on Arizona Transportation projects should be AZ UTRACS Registered. You are encouraged to go to http://utracs.azdot.gov to complete an AZ UTRACS Registration. Completing this registration is simple and adds your firm to the AZ UTRACS Firm Search Directory and increases your chances of finding work on Arizona Transportation projects.

For questions regarding the AZ UTRACS Registration system, email AZUTRACS-Support@azdot.gov

Integrated Masonry	wstrait@integratedmasonry.com	623-434-0840

Your firm was recently added to a Bidders or Proposers List for a federally funded transportation project submitted by **Integrated Masonry** for project **T020301C .**

All firms working on projects as well as firms expressing interest in working on Arizona Transportation projects should be AZ UTRACS Registered. You are encouraged to go to http://utracs.azdot.gov to complete an AZ UTRACS Registration. Completing this registration is simple and adds your firm to the AZ UTRACS Firm Search Directory and increases your chances of finding work on Arizona Transportation projects.

For questions regarding the AZ UTRACS Registration system, email AZUTRACS-Support@azdot.gov

Land-Tech Landscaping	eric@land-tech.biz	623-738-8469

Your firm was recently added to a Bidders or Proposers List for a federally funded transportation project submitted by **Land-Tech Landscaping** for project **T020301C .**

All firms working on projects as well as firms expressing interest in working on Arizona Transportation projects should be AZ UTRACS Registered. You are encouraged to go to http://utracs.azdot.gov to complete an AZ UTRACS Registration. Completing this registration is simple and adds your firm to the AZ UTRACS Firm Search Directory and increases your chances of finding work on Arizona Transportation projects.

For questions regarding the AZ UTRACS Registration system, email AZUTRACS-Support@azdot.gov

Regal Fence	matt@regalfenceaz.com	480-645-9455

Your firm was recently added to a Bidders or Proposers List for a federally funded transportation project submitted by **Regal Fence** for project **T020301C .**

All firms working on projects as well as firms expressing interest in working on Arizona Transportation projects should be AZ UTRACS Registered. You are encouraged to go to http://utracs.azdot.gov to complete an AZ UTRACS Registration. Completing this registration is simple and adds your firm to the AZ UTRACS Firm Search Directory and increases your chances of finding work on Arizona Transportation projects.

For questions regarding the AZ UTRACS Registration system, email AZUTRACS-Support@azdot.gov

StormWater Pros, LLC	estimating@stormwaterprosllc.com	480-926-1003

Your firm was recently added to a Bidders or Proposers List for a federally funded transportation project submitted by **StormWater Pros, LLC** for project **T020301C .**

All firms working on projects as well as firms expressing interest in working on Arizona Transportation projects should be AZ UTRACS Registered. You are encouraged to go to http://utracs.azdot.gov to complete an AZ UTRACS Registration. Completing this registration is simple and adds your firm to the

AZ UTRACS Firm Search Directory and increases your chances of finding work on Arizona Transportation projects.

For questions regarding the AZ UTRACS Registration system, email AZUTRACS-Support@azdot.gov

ADOT

City of Chandler

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
TERMINATION/SUBSTITUTION/REDUCTION (TSR) REQUEST

Contract/TRACS No.: (ADOT No.) _____ **Federal #:** _____ **Task Order:** _____ (City Project No.)

Prime: _____ **DBE Firm:** _____

Requestor: _____ **Email:** _____ **Phone Number:** _____

Type of request: ☐ **Termination** ☐ **Substitution** ☐ **Reduction**

1. **Is this request due to an ADOT reduction of work?**

   ☐ **Yes**, explain the change or reduction impact on DBE participation

   ☐ **No**, select below the fact(s) and the reason(s) for the request (see attached instructions).

   DBE:
   - ☐ Fails or refuses to execute written contract
   - ☐ Fails or refuses to perform work in accordance with normal industry standards
   - ☐ Fails or refuses to meet prime contractor's reasonable, nondiscriminatory bond requirements
   - ☐ Becomes bankrupt, insolvent or exhibits credit unworthiness
   - ☐ Is ineligible to work because of suspension or debarment proceedings
   - ☐ Is not a responsible contractor
   - ☐ Voluntarily withdraws from the project and provides to the Department written notice of its withdrawal
   - ☐ Is ineligible to receive DBE credit for the type of work required
   - ☐ Owner dies or becomes disabled resulting in inability to complete its work on the contract
   - ☐ Other documented good cause (Attach documentation)

Attach a brief statement of facts describing the situation and any supporting documentation to substantiate selection above

2. **Date determined the DBE is unwilling, unable or ineligible to perform:** _____

3. **Date of Written Notice to DBE:** _____ *Attach notice with this request, along with the DBE response*

4. **a. Original DBE affidavit amount: $**_____ **b. Amount of work completed to date: $** _____

   c. Remaining DBE amount: $_____

For DBE Substitution only, answer questions 5 thru 7:

5. **Proposed DBE Name(s):** _____

6. **Proposed DBE dollar amount to be substituted: $**_____

7. **Projected date for substitute DBE to commence work:**_____

Good Faith Effort Documentation to be submitted with this request or within 7 calendar days from approval of this request:

- DBE Affidavits and/or
- Other documentation to substantiate efforts made to replace the same amount of DBE work

All signatures must be obtained before request is submitted.

_____ _____
Prime Contractor Signature **Date:**

_____ _____
Original DBE Subcontractor Signature **Date:**

_____ _____
Agency RE/PM Signature **Date:**

FOR BECO USE ONLY

Request is: Approved ☐ Not Approved ☐

BECO Representative: _____

Signature: _____

Date: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Joint Check Request

Clear

TRACS No(s).:_____ Project/Contract No.: _____

Prime Name: _____ AZ UTRACS Registration No.: _____

DBE Firm: _____ AZ UTRACS Registration No.: _____

Material Supplier:_____ AZ UTRACS Registration No.: _____

Requestor:_____Email: _____ Phone Number: _____

The Agency will closely monitor the use of joint checks. To receive DBE credit for performing a commercially useful function with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself." Only when a DBE meets all of these requirements should credit be counted for the procurement of the items by the DBE. Please refer to the DBE Special Provisions Section 23 Joint Checks for qualifying conditions. If proper procedures are not followed or ADOT determines that the arrangement results in lack of independence for the DBE involved, no credit for the DBE's participation as it relates to the material cost will be counted toward the contract goal requirement.

I have read and understand the above information and have attached a copy of the Joint Check Agreement relating to this request. I hereby acknowledge that the information provided on this form is true and accurate.

Authorized DBE Representative (print name)	Signature	Date
Authorized Prime Representative (print name)	Signature	Date
Authorized Material Supplier Representative (print name)	Signature	Date

FOR AGENCY/BECO USE ONLY Request is:
Approved ◯ Not Approved ◯

Agency Representative: _____
Signature: _____
Date: _____
BECO Representative: _____
Signature: _____
Date: _____

CITY OF CHANDLER
JOINT CHECK AGREEMENT

ADOT TRACS NO : _____ Project/ Contract No. :_____

1. _____is the general contractor on the project known as _____ ("Project"), and which is being constructed for _____ ("Owner").

2. Contractor has entered a Subcontract agreement dated _____ day of _____, _____ with _____ ("Subcontractor") for the performance of the following wok on the project: _____.

3. _____("Vendor") is supplying the following materials to Subcontractor pursuant to a Purchase order or other contract dated _____ day of _____, _____ and for use in Connection with Subcontractor's work on the Project: _____.

4. Subcontractor hereby requests Contractor to issue checks jointly payable to Subcontractor and Vendor for those amounts sought in Subcontractor's Payment Application, and reflecting the value of material furnished by Vendor to Subcontractor and for use on the project.

5. Contractor's agreement to issue checks to conditioned upon the following:

   5.1. Subcontractor's submittal of an Application for Payment, consistent with the terms and conditions of the Subcontract, seeking payment of amounts owed by Subcontractor to Vendor and requesting the issuance of a check for such amount made jointly payable to Subcontractor or Vendor.
   5.2. Contractor's approval of the Subcontractor's Payment Application.
   5.3. Contractor's receipt of funds from the Owner to pay the referenced Application for Payment, including that portion sought to pay for the materials furnished by the Vendor.
   5.4. The issuance by Vendor to Subcontractor of releases waiving any right to assert claims or liens arising out of the materials for which the joint check is requested. The occurrence of each of the foregoing shall constitute a condition precedent to Contractor's obligation to issue such checks.
   5.5. Nothing contained herein shall relieve Subcontractor of its primary liability to Vendor for payment of amounts owed Vendor for materials furnished for use on the Project, and except as expressly stated herein, Contractor has no liability of any kind to Vendor.

6. All payments made pursuant to this Agreement shall constitute credits against the Subcontract Amount.

7. The total amount of all joint checks to be issued under this Agreement shall not exceed $ _____ and once said amount is reached, Contractor shall be under no obligation to issue any additional joint checks hereunder.

8. This Agreement applies only to the above referenced Project.

9. Checks issued hereunder shall be furnished to Subcontractor for its endorsement and distribution to vendor

SO AGREED this_____day of_____, 20_____.

Signatures on Notarial certificate of agreement on page 2.

CITY OF CHANDLER

JOINT CHECK AGREEMENT

ADOT TRACS NO: _____ Project/ Contract No: _____

Authorized Prime Representative

Name_____ Title _____

Signature _____ Date _____

Authorized Subcontractor Representative

Name_____ Title _____

Signature _____ Date _____

Authorized Material Supplier Representative

Name_____ Title _____

Signature _____ Date _____

State of Arizona

County of _____

Subscribed and sworn (or affirmed) before me on this_____day of_____, 20_____.
(Day) (Month) (Year)

by_____,_____, _____.
(Name of Signers)

(Notary Seal)

_____
Notary Public Signature

Clear

CERTIFICATION OF FINAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENTS

Construction Contracts

(Submit one form for each DBE involved in the contract)

The undersigned contractor on **Agency Project No:** _____ **ADOT TRACS No:** _____ herby, certifies that full payment was made, to the firm indicated for material and/or work performed under this project's contract as follows:

DBE FIRM AZ UTRACS Vendor Registration # _____

Name of DBE Firm _____ was paid the amount of _____

This certificate is made under Federal and State Laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime contractor, all documentation supporting the contractor's position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor Company Name: _____

Check One: ◯ Prime Contractor ◯ Subcontractor

Name: _____ ***Title:*** _____

Signature: _____

Date: _____

The undersigned subcontractor/supplier/manufacturer for the above named project hereby certified that payments were received and/or justification by contractor is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENT MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

DBE Firm Name: _____

Check One: ◯ Subcontractor/Supplier/Manufacturer ◯ Lower-tier Subcontractor/Supplier/Manufacturer

Name: _____ **Title:** _____

Signature: _____

Date: _____

ARIZONA DEPARTMENT OF TRANSPORTATION

BUSINESS ENGAGEMENT AND COMPLIANCE OFFICE

Disadvantaged Business Enterprises (DBE)
Good Faith Efforts (GFE) Guide
For Construction Projects

For use in bidding federally funded Arizona Department of Transportation (ADOT) projects subject to the Disadvantaged Business Enterprises (DBE) Program.

The purpose of the GFE Guide is to help Bidders understand the type of documentation that is required if the Bidder has indicated on the *DBE Assurance Form* that the goal will not be met. GFE documentation must be submitted within five (5) calendar days following the bid opening. Failure to submit good faith effort documentation within the required time period will render the bid non-responsive.

For questions about this guide or any components of the DBE Good Faith Effort, please contact the ADOT Business Engagement and Compliance Office (BECO) at (602) 712-7761 or ContractorCompliance@azdot.gov.

DISADVANTAGED BUSINESS ENTERPRISES GFE GUIDE

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SECTION 1.0 PURPOSE

This guide contains suggested information and forms bidders can use to help prepare good faith effort documentation. Good faith efforts must be performed well in advance of bid opening.

1.1 CRITICAL INITIAL GFE REQUIREMENTS

1. **CONTACT BECO FOR ASSISTANCE** - As soon as the bidder is aware it is unable to meet the goal, the bidder must contact BECO for assistance. Any solicitations made to interested DBEs must be done no less than ten (10) calendar days prior to bid opening.

2. **DO NOT CHANGE POSITION AFTER BID PROPOSAL –** If the bidder certifies that it has been unable to meet the goal and has made a good faith effort, the bidder cannot change its position after submission of the bid and claim to have met the established goal.

   As specified in *Section 13.0 Submission with Bids* of the Disadvantaged Business Enterprises (DBE), Contract Special Provisions (EPRISE, 07/01/16), all Bidders shall submit information to demonstrate that good faith efforts to meet the DBE goal has been made if their *Disadvantaged Business Enterprise Assurances* certificate (Section 4.01 Exhibit A) indicates that the DBE goal will not be met.

1.2 GFE DOCUMENTATION REVIEW

All Bidders are encouraged to consider this GFE Guide. Reviews of GFE documentation will focus on items identified in Section 5.0 of this guide. The items in Section 5.0 are not intended to be an exclusive or exhaustive checklist. Other factors or types of efforts documented shall be relevant in appropriate cases.

SECTION 2.0 GOOD FAITH EFFORT SUBMITTAL

2.1 GFE SUBMISSION

The bidder may submit its documentation one of three ways:

1. Hard copy to: Business Engagement & Compliance Office
   1801 W. Jefferson St. Ste. 101 (MD 154A)
   Phoenix, AZ 85007

2. Fax to: (602) 712-8429

3. Email to: contractorcompliance@azdot.gov – Please be sure that all emails reach its destination by 4:00 PM of the final submission day (usually 5 days after bid opening). **Emailed documentation received after 4:00 PM will not be included in the GFE review.**

2.2 GFE LETTER

The letter should include the following information:

- Project Name
- Project TRACS Number
- Federal Project Number
- Name of person submitting documentation
- Phone Number
- Signature
- Company Name
- Street Address
- City, State, Zip Code
- Telephone number
- Fax number
- Email address
- Contact Person
- Contact Person's Telephone Number

The letter should include an overview of good faith efforts and any necessary explanations of the documentation submitted.

SECTION 3.0 DBE GOAL NOTICE

3.01 NOTICE TO BIDDERS

The DBE goal is project-specific and is listed in the "Notice to Bidders."

In the Notice to Bidders:

> **THIS IS A FEDERAL AID CONTRACT. THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT GOAL IS [X.XX %]. YOU MUST MEET THIS DBE GOAL AND/OR PROVIDE ADEQUATE GOOD FAITH EFFORT DOCUMENTATION AS OUTLINED IN THESE SPECIAL PROVISIONS. TO COMPLY WITH ADOT's DBE PROGRAM GOOD FAITH EFFORT, THE BIDDER MUST TAKE CERTAIN ACTIONS A MINIMUM OF FIFTEEN (15) DAYS PRIOR TO BID OPENING.**

All Good Faith Effort documentation must be received by BECO no later than 4:00 P.M. on the seventh calendar day following the bid opening.

Failure to submit good faith effort documentation within the required time period will render the bid nonresponsive. Refer for specific bid requirements to the Disadvantaged Business Enterprises (DBE), Contract Special Provisions (EPRISE, 07/01/16)

For Good Faith Effort assistance, please contact BECO at (602) 712-7761 or email ContractorCompliance@azdot.gov.

SECTION 4.0 DBE ASSURANCE CERTIFICATE

4.01 EXHIBIT A

This form is included in the electronic bid documents and shall be completed and submitted as part of the bid submittal. The form is used to identify if a Bidder can or cannot meet the DBE goal required on the contract. Bids submitted with altered, incomplete or unsigned form will be considered nonresponsive.

DISADVANTAGED BUSINESS ENTERPRISE
ASSURANCE

The undersigned, fully cognizant of the requirements and of the goal established, hereby certifies that in the preparation of this bid for federal aid project

Project No: _____

Project Name: _____

Exhibit A

(CHECK ONE)

_____ The established goal for DBE participation will be met and agreements have been made with certified DBEs, or

_____ The bidder has been unable to meet the goal prior to the submission of the bid and has made good faith efforts to do so.

THIS AFFIDAVIT MAY NOT BE REVISED OR CORRECTED AFTER SUBMISSION OF THE BID.

In accordance with the Special Provisions, the bidder shall specify its DBE participation on the "DBE Intended Participation Affidavit", or provide documentation of its good faith efforts, by 4:00 p.m. on the fifth working day following the bid opening. The apparent low bidder shall obtain the required affidavit from the Business Engagement & Compliance Office , 1135 N. 22nd Avenue (second floor), Phoenix, AZ, 85009, following the opening of bids.

_____
Print Name of Firm

_____
Print Name of Authorized Officer of Firm

_____
Signature of Authorized Officer of Firm

_____
Title

SECTION 5.0 GOOD FAITH EFFORTS

GFE documentation, identified herein, to be provided by Bidders as part of Good Faith Effort will assist ADOT and its Subrecipients/Subgrantees/Local Public Agencies (LPAs) in determining whether the Bidder has performed its due diligence, took all necessary and reasonable steps to secure DBE participation for the contract pursuant to DBE Contract Special Provisions (EPRISE 07/01/16), *Section 15.0 Documented Good Faith Effort* and Appendix A to Part 26. BECO will review the GFE documentation and will recommend to the State Engineer whether the Bidder has made satisfactory good faith efforts to secure sufficient DBE participation to meet the contract goal. The Business Engagement and Compliance Office will make the final determination of Bidder's meeting (or not meeting) the GFE requirements.

The burden of proof rests with the Bidder.

The following sections are a restatement of the Good Faith Efforts outlined in *Section 15.0 Documented Good Faith Effort* of the DBE Special Provisions (EPRISE 07/01/16). Additional guidance over what is outlined in the provisions is provided herein, along with documentation examples.

The types of actions Bidders take and the documentation necessary to establish good faith efforts to meet the DBE goal can include, but not limited, to the following activities (Sections 5.01, 5.02, etc.).

5.1 CONTACT BECO IF UNABLE TO MEET DBE GOAL

Purpose: To communicate with BECO prior to the submission of bids, either by e-mail, telephone, or any other communication avenue to inform BECO of the firm's difficulty in meeting the DBE goals on a given project, and request assistance.

Action: Contact BECO at the first indication of not being able to locate DBEs for a specific project. The bidder must document its contact with BECO, indicate the type of contact, the date and time of the contact, the name of the person(s) contacted, and any details related to the communication. The contact must be made in sufficient time before bid submission to allow BECO to provide effective assistance.

The bidder will not be considered to have made good faith efforts if the bidder failed to contact BECO.

Document and retain all communications (e.g., phone, fax, email, mail) conducted with BECO staff.

SECTION 5.01	CONTACT BECO	EXAMPLE

Occurrence	Date	BECO Staff Name or Email	Bidder's Contact Name	Comment
1.				
2.				
3.				

5.2 SOLICIT THROUGH ALL REASONABLE AND AVAILABLE MEANS

Purpose: To identify all reasonable and available activities the Bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project.

Action: Identify and list all activities the Bidder engaged in to solicit DBEs using all reasonable and available means.

Bidder's GFE Documentation:

1) Provide a list of activities performed to solicit DBEs.
2) Identify and **provide documentation**:
   a. Activity undertaken, such as:
      - ❑ advertising – copies or print screens of online project advertisement (See *Section 5.03 Selecting Portions of Work* for example of an advertisement),
      - ❑ pre-bid meeting sign-in sheets,
      - ❑ business matchmaking meetings or events – proof of attendance,
      - ❑ written notice(s) sent – letters, fax or emails to DBEs,
      - ❑ any other market research conducted to identify and solicit DBE contractors and suppliers
   b. Date action was taken;
   c. Name of DBEs that showed interest;
   d. Date of Bidder's follow-up with the interested DBEs

SECTION 5.02	SOLICITING	EXAMPLES

Bidder Activity (Advertising, Pre-bid meeting, business event, written notice, etc.)	Date	Name of DBE(s) Interested	Date Bidder Follow-up

Example of Written Notice with Fax Transmittal

HP LaserJet 3100 Printer/Fax/Copier/Scanner	SEND CONFIRMATION REPORT for ABC Construction Company 623-321-7655 January – 29 – 13 2:34 PM

Job	Start Time	Usage	Phone Number or ID	TYPE	Pages	Mode	Status
542	1/29 2:34pm	0'35"	19257484577	Send	1/1	EC144	Complete

ABC Construction Company
123 Main Street
Anytown, CA 98765
925-321-7655 **Fax: 925-321-7655**

abcconstruction@aol.com

INVITATION TO BID

January 29, 2013

The Electric Shop
1210 Cedar Avenue
Pleasanton, CA 94588

Telephone:925-748-1327
Fax: 925-748-4577

ABC Construction Company is seeking quotes from qualified MBE/WBE/SBE/OBE/LBE/DVBE businesses and invites your bid/quote on the following listed project/contract:

Project: El Sobrante Area Overlays/Pavement Replacement, El Sobrante, CA
Approx. Value: $2,415,218
No. of Working Days: 60
Owner: Contra Costa County Bids Due: 2-10-13 @ 2 pm

Seeking all trades including but not limited to: earthwork, asphalt, concrete, rebar, fencing, electrical, fire protect, lath/plaster/drywall, structural steel, mechanical, sheet metal, insulation and other related trades.

We are an equal opportunity employer and intend to seriously negotiate with qualified DBEs for project participation. For assistance in obtaining bonds, lines of credit, and/or insurance please contact Roger Smith. Plans, specifications and requirements for the project are available for review at our office or at the Contra Costa County Public Works Dept. 255 Glacier Drive, Martinez, CA, 94553 and are available online at www.cccounty.us/pwprojects. Please contact us at the above listed number for further information regarding bidding on this project.

Please fax your response to: Rodger Smith at 925-321-7655

We will be bidding Yes _____ No _____

Sincerely,

Rodger Smith
ABC Construction Company

5.3 SELECTING PORTIONS OF WORK

Purpose: To ensure work items are broke out into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

Action: Identify economically feasible work units to be performed by DBEs

Bidder's GFE Documentation

1) Identify documentation of the following:
   a. Activity undertaken, such as:
      - ❑ List of work items needed to be performed,
      - ❑ Breaking large work tasks into partial work items (smaller tasks or quantities),
      - ❑ Flexible time frames for performance and delivery schedules

SECTION 5.03	SELECTING PORTIONS OF WORK	EXAMPLE

Posted in Arizona Builder Exchange website on January 15, 2014

ABC Construction Company is requesting sub-bids from qualified DBE subcontractors, suppliers, manufacturers & truckers for: ADOT Phoenix, AZ

Project: Broadway Area Infrastructure Program Phase 3.A
Project#: 0662-GR4141-02
Engineer Est.: $450,000
No. Working Days: 30
Bid Due Date: 2/10/14 at 2 pm

For the following (but not limited to) work items:

- traffic control,
- construction area signs,
- trucking,
- hazardous materials removal,
- grinding,
- striping,
- electrical,
- asphalt, concrete,

If you are interested in bidding on this work or know someone who is, please contact Steve @ 623-321-7654, Fax: 623-321-7655 or email steve@Mail.com
Plans, Specs, and Requirements for the project are available for review at our office in Anytown or at the ADOT, Phoenix AZ and are available at: http://www.azdot.gov/projects/Projects.

For assistance in obtaining bonds, lines of credit, and/or insurance for this project, please contact Steve at the noted phone number.

ABC Construction Company
123 Main Street Anytown, AZ 85009

Contact: Steve
Phone: 925-321-7654
Fax: 925-321-7655
steve@Mail.com

5.4 PROVIDE INTERESTED DBES WITH PROJECT INFORMATION

Purpose: To provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs in responding to solicitations.

Action: Provide DBEs access to plans, specifications and other contract requirements in a timely manner prior to bid solicitation

Bidder's GFE Documentation:

1) Identify in writing and provide documentation of the following:
   - ❑ What types of project information did DBEs have access to prior to bid?
   - ❑ How were DBEs informed of the availability of project information?
   - ❑ When were they notified they had access to project information?
   - ❑ Provide copies of advertisements that may explain the above information, (See *Section 5.03 Selecting Portions of Work* for an advertisement example that informs firms of where project plans are located)
   - ❑ Provide screen shots of steps in accessing project information online –screens shots must identify project numbers and/or descriptions

5.5 NEGOTIATE IN GOOD FAITH WITH INTERESTED DBES

Purpose: To ensure that negotiations with interested DBEs were made in good faith by providing evidence as to why additional agreements could not be reached for DBEs to perform work. It is the bidder's responsibility to make a portion of the work available to the DBE subcontractors and suppliers, and to select those portions of work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.

Action: Provide evidence that good faith negotiations took place with interested DBEs.

Pro forma mailings to DBEs requesting bids are not alone sufficient to constitute good faith efforts.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. However, prime contractors are not required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. The bidder must submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract. The Department will review whether DBE prices were substantially higher and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime contractor. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

Bidder's GFE Documentation:

1) Identify DBEs that were considered for negotiations and include the following information:
   a. Name of each business;
   b. Telephone number of each business;
   c. Contact person name negotiated with;
   d. A description from the plans and specifications of work selected for subcontracting

2) Provide documentation of the following:
   - ❑ **ALL** Quotes from DBEs
   - ❑ **ALL** Quotes from non-DBEs that were considered alongside DBE firms

NEGOTIATIONS LOG EXAMPLE

ABC Construction Company
Contact List
Discovery House Facility

Negotiations Made By
Rodger Smith

Only List DBEs

Name of Business	Address	Telephone Number	Contact Person	Task Description	Quotes Rec'd?	Considered for project?
Arrow Landscape	567 James St. Anytown, AZ	602-727-4915	Andrew Lang	Erosion Control & Seeding	Yes	No
Bear Valley Contractors	25 Teal St, Anytown, AZ	520-282-3404	Todd Lewinsky	Sidewalk, Curb & Gutter	No	No
B&C Fence Company	456 Apple Dr. Anytown, AZ	480-578-5026	Dorthy Smith	Fencing	Yes	Yes
Delta Cement Co.	10 Banks Ave. Anytown, AZ	623-297-5666	Bob Valentine	Material Supplier	Yes	No
Ebarra Landscape Services, Inc.	345 Ortiz Rd. Anytown, AZ	623-451-2105	Troy Torres	Erosion Control & Seeding	No	No
Flores Grading & Paving	789 Zion Dr. Anytown, AZ	602-383-2928	Ken Overton	Sidewalk, Curb & Gutter	Yes	Yes
Gateway Electric, Inc.	1001 Bakers Anytown, AZ	602-222-2873	Christina Lee	Traffic Signals	No	No
Hertz Air Conditioning Co., Inc.	219 Hightower Anytown, AZ	480-522-8727	Ellen Young	HVAC	No	No
Itachi Landscape	160 Crane St. Anytown, AZ	602-647-8955	Dan Kovaski	Erosion Control & Seeding	Yes	No
Jett Construction, Inc.	456 Anchor Rd. Anytown, AZ	602-364-8081	Rita Holt	Sidewalk, Curb & Gutter	Yes	No

QUOTE EXAMPLE

ABC Construction Company

925-321-7654
925-321-7655 Fax

Owned By U.S. Perma, Inc.

State License No. 439330 – Since 1962

Ceramic Mosaic Quarry Marble Granite Pavers Thin Brick

Date: February 4, 2013

Quote: 06190311
City: Martinez

QUOTE

Reference: DISCOVERY HOUSE FACILITY

Attention: Estimating

Base Bid: $40,938.00

Addendum's: 1 only

Inclusions
Ceramic tile lobby and restrooms. Mortar floor at restrooms, cement backer board at walls and lobby floor (included at $6,435.00). Waterproof membrane at restrooms floors.

Exclusions
Demo & Prep

This is a price quote confirmation for the aforementioned project as set forth in the inclusions section of this form. This quote is in accordance with plans, drawings, and specifications as presented to us, or as specified by your company. Shop drawings are not included unless specified above. All labor, materials, taxes, freight, equipment, etc., necessary to attain a complete product are included unless otherwise stated. This bid shall be valid for a period of sixty (60) days.

Thank you,

John Smith

123 Main Street
Anytown, CA 94553

5.6 HAVING SOUND REASON FOR REJECTING DBES

Purpose: To not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

Action: The DBE contractor's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

Bidder's GFE Documentation:

1) Demonstrate that DBEs were rejected for sound reasons based on a thorough investigation of their capabilities;

2) Provide documentation of the following examples:
   - ❑ Past performance
   - ❑ Relevant business experience & stability
   - ❑ Safety record
   - ❑ Business ethic & moral integrity
   - ❑ Technical capacity
   - ❑ Other factors

5.7 ASSISTING INTERESTED DBES - BONDING, CREDIT, INSURANCE

Purpose: To assist interested DBEs in obtaining bonds, lines of credit, and insurance as required by ADOT/Subrecipient/LPA/Grantee or Bidder.

Action: Assist interested DBEs in such areas as obtaining bonding, lines of credit, or insurance and providing any technical assistance or information related to the plans, specification, and requirements of the project, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

Bidder's GFE Documentation:

1) If assistance was given, list each certified DBE to which such assistance was provided and include the following information:

   a. Name of the DBE;
   b. Date assistance was provided;
   c. DBE contact person;
   d. Telephone number of contact person with DBE; and
   e. Explanation of assistance provided to the DBE (e.g., obtaining bonding, lines of credit, or insurance).

SECTION 5.07	BONDING, CREDIT, INSURANCE	EXAMPLE

BONDS, LINES OF CREDIT AND INSURANCE

DBE firm:	Date:
Contact person:	Telephone #:
Assistance offered:	

DBE firm:	Date:
Contact person:	Telephone #:
Assistance offered:	

5.8 ASSISTING INTERESTED DBES – EQUIPMENT, SUPPLIES, MATERIALS, RELATED SERVICES

Purpose: To assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance and services.

Action: Assist interested DBEs in such areas as obtaining equipment, supplies, materials, or related assistance or services related to the plans, specification, and requirements of the project, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

Bidder's GFE Documentation:

1) If assistance was given, list each certified DBE to which such assistance was provided and include the following information:

   a. Name of the DBE;
   b. Date assistance was provided;
   c. DBE contact person;
   d. Telephone number of contact person with DBE; and
   e. Explanation of assistance provided to the DBE (e.g., obtaining equipment, supplies, materials, or related assistance or services).

SECTION 5.08	EQUIPMENT, SUPPLIES, MATERIALS, RELATED SERVICES	EXAMPLE

EQUIPMENT, SUPPLIES, MATERIALS, RELATED ASSISTANCE OR SERVICES

DBE firm:	Date:
Contact person:	Telephone #:
Assistance offered:	

DBE firm:	Date:
Contact person:	Telephone #:
Assistance offered:	

5.9 MINORITY/WOMEN COMMUNITY ORGANIZATIONS

Purpose: To effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; other organizations as allowed for providing assistance in the recruitment and placement of DBEs.

Action:

1) Contact minority/women community organizations, DBE-related agencies recruitment/placement organizations, or other groups, for assistance in contacting, recruiting, and using DBE subcontractors, suppliers, manufacturers, and truckers. Contact should occur in a manner that allows interested DBEs to respond within **ten (10) calendar days** prior to bid opening.

   Here are some example organizations that are available for assistance with DBE recruitment. This is not a complete list and bidders are expected to contact additional organizations to assist in finding DBEs.

   Ricardo Carlo, President
   Associated Minority Contractors of America
   2630 S. 20th Place
   Phoenix, AZ 85034
   Office: (602) 495-0026 Fax: (602) 252-3749
   Cell: (623) 521-8195
   &
   3941 E. 29th Street, Suite 605
   Tucson, AZ 85711
   Toll Free: (877) 619-0026
   Email: amca@qwestoffice.net
   Web: www.amcaaz.com

   Kaaren-Lyn Morton, Business Consultant
   Minority Business Development Agency
   Business Center
   255 E. Osborn Road, Suite 202
   Phoenix, AZ 85012-2358
   Office: (602) 248-0007, Ext. 216 Fax: (602) 279-8900
   Cell: (480) 343-2799
   Email: kaaren@phoenixmbdacenter.com
   Web: www.phoenixmbdacenter.com
   Operated by the Arizona Hispanic Chamber of Commerce Foundation

   Business Engagement & Compliance Office
   Arizona Department of Transportation
   1801 W. Jefferson St. Ste. 101 (MD 154A)
   Phoenix, AZ 85007
   Office: (602) 712-7761 Fax: (602) 712-8429
   Email: DBESupportiveServices@azdot.gov

   The Arizona Unified Transportation Registration and Certification System (AZ UTRACS) online database (http://www.azutracs.com/) contains an inventory of DBEs. The database can be queried to provide a list of certified DBEs in specialty areas or discipline-specific.

2) Written requests for assistance must contain:

   a. Areas of work to be subcontracted;
   b. Bidder Name and contact person's name;
   c. Contact person's telephone number;
   d. Description of availability of plans, specifications, and other requirements for the project; and
   e. Bidder's policy concerning assistance to subcontractors (including suppliers, manufacturers, and truckers) in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, related assistance and services.

Bidder's GFE Documentation:

1) Submit a copy of **each** request for assistance in recruiting DBEs.
2) Faxed copies must also include the fax transmittal confirmation slip showing the date and time of transmission.
3) Mailed letters must include copies of the metered envelopes or certified mail receipts.
4) Provide telephone number of each agency.
5) Provide contact person with the agency.
6) Provide response received from the agency (i.e., lists, Internet page, letters, emails, etc.).
7) Furnish any additional data to support demonstration of good faith efforts to contact, recruit, and utilize DBEs on this project.

SECTION 5.09	MINORITY/WOMEN COMMUNITY ORGANIZATIONS	EXAMPLE

DBE QUOTE SOLICITATION REQUEST

(Enter: COMPANY NAME) is soliciting quotes from certified DBEs for the: (Enter: PROJECT LOCATION)
(Example: Payson Winslow Highway SR 87 Limestone Wash Bridge)

Bidding Date: (Example: NOVEMBER 8, 2013)
Project No: (Example: STP-BR-087-C(203)T)
Tracs No: (Example: 000 YU YYU SS86101C)
Bids due Contractor: (Example: NOVEMBER 4, 2013)

DBEs interested in bidding this project should contact:
(Example: John Doe at 602 777 0000 or via email estimator@live.com)

(Enter: COMPANY NAME) is interested in subcontracting the following categories of work:

(Enter bid items for bid below)

- Concrete
- Seeding
- Paving
- Trucking
- Excavation
- Survey
- Traffic Control
- Guardrail
- Permanent Signs
- Excavation
- Lead Abatement
- Pavement Marking

***Please include any additional information that would assist efforts in DBE participation and a web-friendly company logo and Point of Contact.**

Bids documents can be found at: (Enter: COMPANY WEBSITE)

For questions regarding the ADOT DBE Supportive Services Program please contact us at DBEsupportiveservices@azdot.gov.

CONTACT LOG

Agency Name	Telephone Number	Contact Person	Agency Response	Services Rendered

SECTION 6.0 APPENDIX A TO PART 26 – GUIDANCE CONCERNING GFEs

The following appendix from 49 CFR Part 26 is a guide to assist agencies in determining what a good faith effort is.

APPENDIX A TO PART 26 — GUIDANCE CONCERNING GOOD FAITH EFFORTS

Note: "YOU" means the Agency (ADOT) in the following section of this requirement.

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. he following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should

determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

Note: Contacting BECO (602 712-7761) for assistance in identifying certified DBEs that can perform work on a contract is also considered a strong factor in making good faith efforts.

15.0

FORCED LABOR OF ETHNIC UYGHURS BAN

CERTIFICATION FORM

ADOT
Infrastructure Delivery and Operations

FORCED LABOR OF ETHNIC UYGHURS BAN
Certification Form

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Consultant, then the Offeror shall select the "Exempt Consultant" option below:

- Consultant is a sole proprietorship;
- Consultant has fewer than ten (10) employees; OR
- Consultant is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, or use any consultants, subconsultants, 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.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

☒	The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Consultants, Subconsultants, 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.
☐	The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐	**Exempt Consultant.** Indicate which of the following statements applies to this Consultant (may be more than one): D Consultant is a sole proprietorship; ☐ Consultant has fewer than ten (10) employees; and/or ☐ Consultant is a non-profit organization.

Sunland Asphalt & Construction LLC
Company Name

1625 E. Northern Ave.
Address

Phoenix AZ 85020
City State Zip

Signature of Person Authorized to Sign

Chris Eischen
Printed Name

Division Manager
Title

END OF

FEDERAL DOCUMENTS

EXHIBIT F

SUBCONTRACTOR DOCUMENTS WITH CONTRACTOR

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

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-044

Date: October 17, 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) Pre-Construction Services Agreement No. WA2203.251, with Achen-Gardner Construction, LLC, for Water Main Replacements

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Proposed Motion:

Move City Council award CMAR Pre-Construction Services Agreement No. WA2203.251, to Achen-Gardner Construction, LLC, for Water Main Replacements, in an amount not to exceed $249,641.04.

Background/Discussion:

The Water Distribution Division currently maintains over 36,000 valves and 1,242 miles of pipe in the potable water system. This project is a continuation of a Capital Improvement Program (CIP) to replace water mains that are susceptible to main breaks due to age and condition. The program evaluates water infrastructure, identifying high-priority water mains in need of replacement. Replacement of city water mains will result in improved system reliability and reduced liability from water damage as a result of main breaks.

This project includes the replacement of approximately 20,000 linear feet of water mains, ranging in size from 4-inch to 12-inch diameter, in three high-priority ranked areas in the central part of the city: Arrowhead Meadows, Tyson Manor, and Sunset Manor. On May 25, 2023, City Council approved Resolution No. 5683, authorizing the acquisition of real property rights required to complete this project. Some public water mains are being relocated from the alley to the front of the homes and will need to tie into the existing house water connection at the back of

the home. New water services will be installed for each residential structure.

The project scope of work consists of meetings and workshops, developing schedules and phasing plans, long lead analysis, equipment plan, design document reviews, utility investigations, cost model, subcontractor and major supplier selections, guaranteed maximum price (GMP) proposal, and coordinating access authorizations and easements. The agreement completion time is 365 calendar days following Notice to Proceed.

Evaluation:

The selection process was followed in accordance with city policy and procedure and state law. Staff recommends agreement award to Achen-Gardner Construction, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6210.6WA023	Water Bonds	Main & Valve Replacements	$249,641.04	Y

Attachments

Agreement
Location Map

CITY OF CHANDLER, ARIZONA

WATER MAIN REPLACEMENT 2022

CITY PROJECT NO. WA2203.251

PRE-CONSTRUCTION SERVICES AGREEMENT

(CONSTRUCTION MANAGER AT RISK)

Daniel Haskins

_____

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

WATER MAIN REPLACEMENT 2022
CITY PROJECT NO.: WA2203.251

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CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: WA2203.251

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 **ACHEN-GARDNER CONSTRUCTION, LLC** 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: **Acting 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: Russ Slotnick**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3411 Email: Russ.Slotnick@chandleraz.gov

CM@RISK:

Legal Company Name:	**ACHEN-GARDNER CONSTRUCTION, LLC**
Mailing Address:	**2195 W. Chandler Blvd., # 200, Chandler, AZ 85224**
Physical Address:	**SAME**
Arizona Roc No.:	**261745 A**
Federal Tax Id No.:	**27-1394157**
State Where Organized:	**Arizona**
Business Organization:	**Limited Liability Company**
Statutory Agent Name:	**Capitol Corporate Services, Inc.**
Statutory Agent Mailing Address:	**8825 N. 23rd Ave. # 100, Phoenix, AZ 85021**
Statutory Agent Physical Address:	**SAME**

Contractor's Authorized Project Representative:

Name:	**Abigail Goode**
Title:	**Project Manager**
Phone:	**480-940-1300**
Email:	**agoode@achen.com**

PROJECT DESCRIPTION:

Replacement of approximately 20,000 linear feet of water mains, ranging in size from 4-inch to 12-inch diameter.

PROJECT LOCATION:

Arrowhead Meadows, Tyson Manor, and Sunset Manor Neighborhoods.

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between City and CM@Risk will consist of the following Agreement Documents:

1. This Pre-Construction Services Agreement and all of its Exhibits, incorporated by reference;
2. **Exhibit A** – Pre-Construction Scope of Work and Schedule;
3. **Exhibit B** – Compensation and Fee Schedule;
4. **Exhibit C** – Insurance Requirements;
5. **Exhibit D** – Submittal Requirements for GMP/Price Proposal;
6. **Exhibit E** - General Conditions and General Conditions Appendices.

2.2 DEFINITIONS

The definitions in Sections 2 and 15.1 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

3.1 SERVICES

CM@Risk must provide all of the services and perform in accordance with Section 17 of the General Conditions. The major components of Pre-Construction Services and the corresponding subsections of Section 17 of the General Conditions are set forth below.

3.2 GENERAL REQUIREMENTS

3.2.1 CM@Risk must perform the services required by, and in accordance with this Agreement and as outlines in the attached **Exhibit A** to the satisfaction of the Project Manager, in full compliance with Section 17.2.1 of the General Conditions.

3.2.2 In performance of the Services under this Agreement, the CM@Risk must fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement.

3.2.3 CM@Risk must perform the Services under this Agreement using only those firms, team members, and individuals designated by CM@Risk consistent with the Statement of Qualifications or as otherwise approved by City in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of City.

3.2.4 CM@Risk will comply with all terms and conditions of the General Conditions.

3.2.5 In the event of a conflict between this Agreement and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Agreement will control.

3.2.6 **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, as set forth in Section 17.2.6 of the General Conditions.

3.3 **DESIGN PROJECT SCHEDULE**

CM@Risk must prepare and present to City a Detailed Project Schedule that is acceptable to the City and in accordance with Section 17.3 of the General Conditions.

3.4 **DESIGN DOCUMENT REVIEW**

CM@Risk must conduct the evaluations, perform the design document reviews, make the recommendations, and provide the other Services referenced in accordance with Section 17.4 of the General Conditions.

3.5 **BASELINE COST MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

3.5.1 CM@Risk must prepare and submit the Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values in accordance with Section 17.5 of the General Conditions.

3.5.2 The submitted Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values must not exceed the City's Construction Budget, which is **$9M to $13M** or a higher amount as revised by the City ("Construction Budget"). If CM@Risk submits a Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values that exceeds the Construction Budget, negotiations could lead to termination or suspension of the Agreement.

3.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

CM@Risk must select and obtain approval of Subcontractors and Suppliers in accordance with Section 17.6 of the General Conditions.

3.7 **GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL**

3.7.1 CM@Risk must submit a GMP Proposal for the entire Work, and for each phase (if required) of the Work, at the times set forth in the Pre-Construction Schedule included in attached. The GMP Proposal must be presented in a format acceptable to City based upon the attached **Exhibit D**. City may change the schedule, format, and/or requirements for the GMP Proposal as it deems necessary during Pre-Construction, and may request resubmittal of the GMP Proposal to reflect such changes.

3.7.2 Preparation, submittal, review, and approval (or disapproval, if applicable) of the GMP Proposal will be done in accordance with Section 17.7 of the General Conditions.

3.7.3 For the purposes of the GMP Proposal, the Parties agree that:

a. The CM@Risk Fee will be equal to **8.5%** (percent) of the Cost of Work;
b. General Conditions costs will be a fixed amount or percentage agreed to as part of the Baseline Cost Model.

3.7.4 The GMP Proposal must not exceed the City's Construction Budget.

3.8 **ADDITIONAL PRE-CONSTRUCTION SERVICES**

3.8.1 Additional services which are outside the scope of the services required under the Agreement Documents will not be performed by CM@Risk without prior written authorization from City. Additional services, when authorized by an executed written Change Order under Section 9 of the General Conditions, will be compensated for by a fee mutually agreed upon in such written Change Order between City and CM@Risk.

3.8.2 No claim for additional services, extra work done or materials furnished by CM@Risk will be allowed by City except as provided herein, nor will CM@Risk provide any additional services, do any work, or furnish any materials(s) not covered by this Agreement unless such work or material is first authorized in writing by City. Work or material(s) furnished by CM@Risk without such prior written authorization will be CM@Risk's sole jeopardy, cost, and expense, and CM@Risk hereby agrees that without prior written authorization no claim for compensation for such services, work or materials furnished will be made, and City will not be responsible for such costs.

3.8.3 No Work (as defined by Section 1 of the General Conditions) may be performed under this Pre-Construction Services Agreement, without prior written approval by City. As an example, all procurement of long lead time items that must be procured to support the construction schedule or site investigative Work necessary to complete Pre-Construction Services, if done by the CM@Risk, will be performed only after a GMP Proposal for the Work has been approved and accepted in writing by City and all such Work will be done only under an executed Agreement for Construction Services, or pursuant to a prior written direction from City to engage in such procurement.

ARTICLE 4 - CONSTRUCTION SERVICES

If City accepts CM@Risk's GMP Proposal, CM@Risk and City will enter a Construction Services Agreement for Construction of the Project based upon CM@Risk's Pre-Construction Services performed and GMP Proposal submitted pursuant to this Agreement. The terms of the Construction Services Agreement are being negotiated contemporaneously with this Agreement and CM@Risk agrees to execute the Construction Services Agreement, without further modification, upon acceptance by City of the GMP Proposal. All of CM@Risk's obligations, duties and warranties in relation to Pre-Construction Services and Deliverables (including specifically the GMP Proposal) survive the completion of this Agreement and will be incorporated into the Construction Services Agreement.

ARTICLE 5 - CITY FURNISHED INFORMATION

5.1 City, at no cost to CM@Risk, will furnish the following to CM@Risk:

5.1.1 One copy of data in City's possession or control which City determines in its discretion to be pertinent to the Work. However, CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 Electronic copies of programs, reports, drawings, and specifications reasonably required by CM@Risk, to the extent in possession of City.

ARTICLE 6 - AGREEMENT TIME

Agreement Duration is **365** Calendar Days. The Pre-Construction Services described in this Agreement must be performed by CM@Risk in accordance with the Pre-Construction Schedule set forth in attached **Exhibit A**, as updated and expanded in the most current updated/revised and approved Detailed Project Schedule. Failure on the part of CM@Risk to adhere to the Pre-Construction Schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient ground for termination for cause of this Agreement by City.

ARTICLE 7 - AGREEMENT PRICE

7.1 In exchange for CM@Risk's full, timely, and acceptable performance of the Services under this Agreement, and subject to all of the terms of this Agreement, City will pay CM@Risk a fee of **$249,641.04** (the "Agreement Price"). The method of payment for this Agreement is Hourly, Not-to-Exceed. The amount paid will not exceed the Agreement Price for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in **Exhibit B**, Compensation and Fee Schedule.

7.2 The Agreement Price is all-inclusive, and City will not pay any additional amounts, costs or expense, except for only those specifically designated reimbursable costs, without markup, as set forth in **Exhibit B**.

ARTICLE 8 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

8.1 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.

ARTICLE 9 - BACKGROUND SCREENING/BADGE REQUIREMENTS

9.1 CM@Risk and Subcontractor Worker Background Screening. CM@Risk agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that CM@Risk furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at CM@Risk's sole cost and expense. As part of the Background Screening, CM@Risk must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by CM@Risk must comply with all applicable laws, rules, and regulations. CM@Risk further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect CM@Risk from any liabilities that may arise out of CM@Risk's services under this Agreement or CM@Risk's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, CM@Risk and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

9.2 Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, CM@Risk agrees that all Contract Workers, including the CM@Risk, if the CM@Risk is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. CM@Risk warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, CM@Risk must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.

9.3 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler

City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

9.4 CM@Risk Certification. By executing this Agreement, CM@Risk certifies that CM@Risk has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. CM@Risk further certifies that any Background Screening information to be furnished to City related to CM@Risk or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

9.5 Terms of This Section Applicable to all of CM@Risk's Contracts and Subcontracts. CM@Risk must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

9.6 Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by CM@Risk will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, CM@Risk must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by CM@Risk or City for failure to satisfy this Section.

9.7 Continuing Duty, Audit. CM@Risk's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. CM@Risk must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. CM@Risk must maintain all records and documents related to all Background Screenings and City reserves the right to audit CM@Risk's compliance with this Section under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles 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

ATTEST:

City Clerk Seal

"CM@Risk"
ACHEN-GARDNER CONSTRUCTION, LLC

Signature 9-18-2024 Date

DANIEL J. SPITZA
Print Name

PRESIDENT
Title

dspitza@achen.com
Signer Email Address

EXHIBIT A

PRE-CONSTRUCTION SERVICES
SCOPE OF WORK AND SCHEDULE

Exhibit A
CM@RISK PRE-CONSTRUCTION SERVICES
SCOPE OF WORK
WATER MAIN REPLACEMENT 2022
WA2203.251

Note: The sections below are numbered to correspond with General Conditions, Section 17 – Provisions Applicable Solely to Pre-Construction Services for Construction Manager at Risk.

17.2 – GENERAL

Project Kick-off Meeting

Attend and participate in the Project Kick-off meeting. CM@Risk will provide drawings, schedule diagrams, budget charts, and other materials describing the Project, when their use is required for the meeting.

Project/Design Meetings

Participate in 90% and 100% Project/Design and review meetings. Development of agendas, meeting preparation and meeting minutes are excluded.

Project Workshops/Design Workshops

Participate in Project Workshops and Design Workshops and/or other miscellaneous meetings and partnering sessions as required by city. CM@Risk will provide input consistent with sound and generally accepted construction management and contracting practices related to procurement, cost impact, schedule, quality, and operations/maintenance.

Utility Coordination Meetings

Participate in Utility Coordination meetings. CM@Risk will attend, make presentations, and participate as may be appropriate, in Utility Coordination meetings related to the Project. CM@Risk will provide drawings, schedule diagrams, budget charts, and other materials describing the Project, when their use is required for the meeting.

GMP Review/Negotiation Meetings

Participate in meetings with city to review the GMP after submission.

17.3 – DETAILED PROJECT SCHEDULE

Develop Preliminary Construction Schedule & Phasing Plans

Transition design phase schedule to overall project schedule in association with the baseline cost model and proposed phasing plans for early equipment procurement and/or construction activities and the remainder of the construction phase. There will be a single project schedule, including a draft CPM and two updates, resulting in a final project baseline schedule. This will require an evaluation of constructability and phasing options.

Long Lead Analysis and Recommendations

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 including dates required for selecting and procuring such items.

Equipment Plan

Prepare and present to city an Equipment Plan that addresses all rental and owned equipment that is necessary to construct the Project as outlined in General Conditions Section 17.3.6.

17.4 – DESIGN DOCUMENT REVIEWS

Utility Design Review and Comment

Perform reviews and provide written comments on the utility relocation and design submittals and coordination with the design development for the construction of the Project.

Constructability and Bid-ability Reviews

Perform reviews and provide written comments on the project design submittals and for construction drawings, construction documents, various analyses, and studies and investigations conducted for the design of the Project. Includes, but is not limited to, review and evaluate Design Development documents for clarity, consistency, completeness, and ease of construction in order to achieve the overall objective of the Project. Review prior project as-built plans. Evaluate construction safety issues and proposals for construction safety improvements, as may be applicable. CM@Risk will 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) the design promotes accessibility of personnel, material and equipment, and facilitates construction under adverse weather conditions; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; and (f) the design has taken into consideration, efficiency issues concerning access and entrance to the site, lay down and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues. Review comments will be compiled at each of the following design phase milestones: 90%.

Utility/Site Investigations

Participate in site investigation and utility potholing as deemed necessary to pothole, identify, and record existing utilities to avoid conflicts during design planning.

17.5 – BASELINE COSTS MODEL, DETAIL COST ESTIMATE, SCHEDULE OF VALUES

90% Cost Model (Baseline Cost Model)

Upon receipt of 90% drawings, 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. The 90% cost model will include a schedule of values and a risk matrix. The risk matrix will be updated up to two (2) times.

Cash Flow Projections

Prepare and submit cash flow projections.

17.6 – SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

Procurement Prequalifications & Subcontractor Prequalification

Evaluate potential suppliers and subcontractors with respect to safety, financial capacity, ability to meet/exceed schedule, and quality in order to obtain adequate pool of acceptable bidders.

Subcontractor Selection Plan

Develop and submit written subcontractor selection plan per General Conditions Section 17.6 with justification for any qualifications based selections proposed.

Subcontractor Bid Evaluation/Reports

Prepare and submit a detailed list of recommended subcontractors and a summary report of the entire selection process.

Pre-bid Conference

Plan, communicate, and conduct pre-bid conference with prospective subcontractors and suppliers.

17.7 – GMP PROPOSAL

GMP Preparation and Submission

Prepare and submit the GMP Proposal in accordance with the city's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by the city in writing, will be at 90% Construction Drawings with discussion of review comments. Preparation and submission of phased GMP Proposals submitted for the Project (such as a separate GMP for long lead equipment or phased construction) are also included in this item.

17.8 – PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES

Monthly Progress Reports/Request for Payment

Prepare and submit monthly requests for payment accompanied by a progress report, detailed invoices and receipts, if applicable.

ALLOWANCE ITEMS

Owner's Allowance

The Owner's Allowance will only be utilized with prior written approval from the city construction manager or project manager.

Site Utility Investigations (Potholing) – Allowance

An allowance to supply a potholing subcontractor to continue investigating unknown utilities and locations (with prior written approval from the city representative). This allowance includes survey data of pothole and found utility locations.

Subcontractor Consulting Allowance

An allowance to be used for consulting subcontractors.

Access Authorization and Easement Coordination

An allowance to be used for finalizing access agreements with property owners. Coordinate with the Owner on remaining properties. Provide notary services to facilitate execution of access agreements. Currently, it is estimated that seventeen (17) agreements are remaining to be executed.

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

EXHIBIT B
CM@RISK PRE-CONSTRUCTION SERVICES
FEE PROPOSAL
Water Main Replacements 2022 - CMAR
WA2203.251
9/5/2024

		Hours	Cost
17.2 - GENERAL			**$25,137.24**
1.0	Project Kick-off Meeting	18.00	$3,048.30
2.0	Project/Design Meetings	45.00	$7,535.36
3.0	Project Workshops/Design Workshops	56.00	$9,073.94
4.0	Utility Coordination Meetings (2ea)(2hrs/ea)	20.00	$3,182.72
5.0	GMP Review/Negotiation Meeting	14.00	$2,296.92
17.3 - DETAILED PROJECT SCHEDULE			**$8,853.13**
1.0	Develop Preliminary Construction Schedule & Phasing Plans	25.00	$3,909.67
2.0	Long Lead Analysis and Recommendations	10.00	$1,661.32
3.0	Equipment Plan	20.00	$3,282.14
17.4 - DESIGN DOCUMENT REVIEWS			**$35,787.76**
1.0	Utility Design Review and Comment	16.00	$2,486.24
2.0	Constructability & Biddability Review and Comments - 90% GMP	94.00	$15,040.72
3.0	Utility / Site Investigation(4ea)(3hrs/ea) + Administration for 20ea Potholes	112.00	$18,260.80
17.5 - BASELINE COSTS MODEL, DETAIL COST EST, SCHEDULE OF VALUES			**$33,193.76**
1.0	90% Cost Model	204.00	$33,193.76
17.6 - SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS			**$11,930.78**
1.0	Procurement Prequalifications & Subcontractor Prequalification	12.00	$1,819.88
2.0	Subcontractor Selection Plan	52.00	$8,147.16
3.0	Subcontractor Bid Evaluation/Reports	12.00	$1,963.74
17.7 - GMP PROPOSALS			**$18,655.02**
1.0	GMP 1 Development (Based on 90% Design Docs)	120.00	$18,655.02
17.8 - PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES			**$3,721.75**
1.0	Monthly Progress Reports/Request for Payment	31.00	$3,721.75
	SUBTOTAL:		**$137,279.44**

		Hours	Cost
REIMBURSABLES & ALLOWANCES			**$112,361.60**
A1	*Owner's Allowance*	TBD	$30,000.00
A2	*Site Utility Investigations (Potholing)*	TBD	$54,000.00
A3	*Subcontractor Consulting*	TBD	$10,000.00
A4	Access Authorization & Easement Coordination Allowance	118.00	$18,361.60
	TOTAL:		**$249,641.04**

Achen-Gardner Construction, LLC
550 South 79th Street
Chandler, AZ 85226-4706
Office: 480-940-1300 / Fax: 480-940-4576

EXHIBIT B1 - ESTIMATE OF PRE-CONSTRUCTION SERVICES

Proposal Date: 9/5/2024

PROJECT NAME: Water Main Replacement 2022 - CMAR
COC PROJECT NO: WA2203.251 / AGC PROJECT NO: 4134100

PROJECT SCOPE ESTIMATE
(Estimated Duration = 6.0 Months, August 2024 - February 2025)

Item #	Cost Type * / Unit Rate Total ($/HR) (Note: Rates Exclude Sales Tax.)	QTY	Bryan Mueller P $186.19	Abi Goode PM $166.59	Various PE $126.70	Various PS $166.59	Christie Hall / Cody Nunez PCS $166.59	Jacob Gamboa GS $174.12	Andy Mortensen CE $174.12	Paul Ekstrom SE/LE $161.68	Various PA $100.13	Various AA $67.70	TOTAL
17.2	GENERAL												
1.0	Project Kick-off Meeting	1ea	2.00	4.00			4.00	4.00		4.00			$ 3,048.30
2.0	Project/Design Meetings	6ea	6.00	9.00	2.00	4.00	9.00	6.00		9.00			$ 7,535.36
3.0	Project Workshops/Design Workshops	2ea	6.00	10.00	10.00		10.00	10.00		10.00			$ 9,073.94
4.0	Utility Coordination Meetings (2ea)(2hrs/ea)	2ea		4.00	4.00		4.00	4.00		4.00			$ 3,182.72
5.0	GMP Review/Negotiation Meeting	1ea	2.00	2.00	2.00	2.00	2.00	2.00		2.00			$ 2,296.92
17.2	SUBTOTAL - GENERAL =		16.00	29.00	18.00	6.00	29.00	26.00	0.00	29.00	0.00	0.00	$25,137.24
17.3	DETAILED PROJECT SCHEDULING												
1.0	Develop Preliminary Construction Schedule & Phasing Plans (Includes 2ea updates)	1ea	3.00	8.00	8.00		2.00	2.00		2.00			$ 3,909.67
2.0	Long Lead Analysis and Recommendations	1ea		2.00			2.00	2.00		4.00			$ 1,661.32
3.0	Equipment Plan	1ea		4.00	2.00	2.00	8.00	4.00					$ 3,282.14
17.3	SUBTOTAL -DETAILED PROJECT SCHEDULING =		3.00	14.00	10.00	2.00	12.00	8.00	0.00	6.00	0.00	0.00	$8,853.13
17.4	DESIGN PROJECT REVIEWS												
1.0	Utility Design Review and Comment	1ea		4.00	4.00	4.00				4.00			$ 2,486.24
2.0	Constructability & Biddability Review and Comments - 90% GMP	1ea	6.00	18.00	18.00	10.00	18.00	8.00		16.00			$ 15,040.72
3.0	Utility / Site Investigation(4ea)(3hrs/ea) + Administration for 20ea Potholes	1ea		32.00	16.00	8.00	24.00	32.00					$ 18,260.80
17.4	SUBTOTAL -DESIGN PROJECT REVIEWS=		6.00	54.00	38.00	22.00	42.00	40.00	0.00	20.00	0.00	0.00	$ 35,787.76
17.5	BASELINE COSTS MODEL, DETAIL COST EST, SCHEDULE OF VALUES												
1.0	Development and Maintenance of a project cost model/budget and Risk Matrix(90%)	1ea	8.00	20.00	12.00	8.00	20.00	16.00		120.00			$ 33,193.76
17.5	SUBTOTAL - BASELINE COSTS MODEL, DETAIL COST EST, SCHEDULE OF VALUES =		8.00	20.00	12.00	8.00	20.00	16.00	0.00	120.00	0.00	0.00	$ 33,193.76
17.6	BID PACKAGES COORDINATION / STRATEGY (SUBCONTRACTING)												
1.0	Sub/Supplier Selection Plan Deliverable (1ea)	1ea		4.00	4.00					4.00			$ 1,819.88
2.0	Sub/Supplier Selection Plan Administration (Incl. long-lead procurement)	1ea		4.00	8.00					40.00			$ 8,147.16
3.0	Subcontracting / Compliance meeting (90%)	1ea	2.00	2.00	2.00	2.00		2.00		2.00			$ 1,963.74
17.6	SUBTOTAL - BASELINE COSTS MODEL, DETAIL COST EST, SCHEDULE OF VALUES =		2.00	10.00	14.00	2.00	0.00	2.00	0.00	46.00	0.00	0.00	$ 11,930.78
17.7	GMP PROPOSALS												
1.0	GMP 1 Development (Based on 90% Design Docs)	1ea	8.00	28.00	8.00			2.00	4.00	60.00	2.00	8.00	$ 18,655.02
17.7	SUBTOTAL - GMP PROPOSALS =		8.00	28.00	8.00	0.00	0.00	2.00	4.00	60.00	2.00	8.00	$ 18,655.02
17.8	PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES												
1.0	Payment Procedure for Pre-Construction Services	5ea		10.00	8.00						5.00	8.00	$ 3,721.75
17.8	SUBTOTAL - PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES =		0.00	10.00	8.00	0.00	0.00	0.00	0.00	0.00	5.00	8.00	$ 3,721.75
	TOTAL BASIC SERVICES HOURS (HRS)		43.00	165.00	108.00	40.00	103.00	94.00	4.00	281.00	7.00	16.00	
	SUBTOTAL - BASIC SERVICES TOTAL ($'s)		$8,006.17	$27,487.35	$13,683.60	$6,663.60	$17,158.77	$16,367.28	$696.48	$45,432.08	$700.91	$1,083.20	**$ 137,279.44**
	Estimated Duration of Services and % Utilization:	6	4.07%	15.63%	10.23%	3.79%	9.75%	8.90%	0.38%	26.61%	0.66%	1.52%	

Achen-Gardner Construction, LLC
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EXHIBIT B1 - ESTIMATE OF PRE-CONSTRUCTION SERVICES

Proposal Date: 9/5/2024

PROJECT NAME: Water Main Replacement 2022 - CMAR
COC PROJECT NO: WA2203.251 / AGC PROJECT NO: 4134100

PROJECT SCOPE ESTIMATE
(Estimated Duration = 6.0 Months, August 2024 - February 2025)

Item #	Cost Type * / Unit Rate Total ($/HR) (Note: Rates Exclude Sales Tax.)	QTY	Bryan Mueller P $186.19	Abi Goode PM $166.59	Various PE $126.70	Various PS $166.59	Christie Hall / Cody Nunez PCS $166.59	Jacob Gamboa GS $174.12	Andy Mortensen CE $174.12	Paul Ekstrom SE/LE $161.68	Various PA $100.13	Various AA $67.70	TOTAL
	ALLOWANCES AND REIMBURSABLES												
A1	Owner's Allowance												$ 30,000.00
A2	Utility Pothole Investigation Services (Incl: Potholes, Traffic Control, and Survey)($1800 X 30)												$ 54,000.00
A3	Subcontractor Consulting Allowance (RKS Plumbing) (Project Manager @ $110/hr, Superintendent @ $110/hr)												$ 10,000.00
A4	Access Authorization & Easement Coordination Allowance			48.00	34.00		28.00	8.00					$ 18,361.60
	SUBTOTAL - ALLOWANCES AND REIMBURSABLES ($s)												**$ 112,361.60**

	TOTAL - PRECONSTRUCTION PHASE SERVICES (Excludes Sales Tax)	**$249,641.04**

Christie Hall 9/05/2024

Christie Hall, Pre-construction Manager **Date**

*** Cost Type**

PE/P: Professional Engineer / Principal
PM: Project Manager
PE: Project Engineer
PS: Project Superintendent
PCS: Pre-Construction Services Manager
UC: Utility Coordinator / Relocation Manager
GS: General Superintendent (Howdy Hale - Grading, Paving, Concrete. Mike Gewecke - Pipe/Underground)
CE: Chief of Estimating
SE/LE: Senior Estimator / Lead Estimator (All are Senior Estimators. Dana is the Lead Estimator. Andy and Mike will be assisting as needed to meet schedules.
CTT: Construction Technical Takeoff
PA: Project Assistant (technical project needs)
AA: Administrative Assistant (general administrative and clerical assistance)

EXHIBIT C

INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, CM@Risk 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 CM@Risk 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 CM@Risk from liabilities that might arise out of the performance of the Agreement services under this Agreement by CM@Risk, its agents, representatives, employees, subconsultants, and CM@Risk 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 CM@Risk 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, CM@Risk must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of CM@Risk in this Agreement. CM@Risk 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. CM@Risk must provide coverage with limits of liability not less than those stated below.

2.1 *Commercial General Liability-Occurrence Form*. CM@Risk 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.

2.2 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: CM@Risk must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on CM@Risk owned, hired, and non-owned vehicles assigned to or used in the performance of CM@Risk'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.

2.3 *Workers Compensation and Employers Liability Insurance*: CM@Risk must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@Risk 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.

2.4 *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.

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.

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.

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. 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.

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. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

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.

The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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. CM@Risk's insurance must contain broad form contractual liability coverage.

3.1.2. CM@Risk'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 CM@Risk and must not contribute to it.

3.1.3. CM@Risk'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 CM@Risk 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 CM@Risk for City.

3.1.6. CM@Risk, 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. CM@Risk 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, CM@Risk 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, CM@Risk 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, CM@Risk including City's general supervision of CM@Risk; Products and Completed operations of CM@Risk; and automobiles owned, leased, hired, or borrowed by CM@Risk.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by CM@Risk even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D

SUBMITTAL REQUIREMENTS FOR GMP/PRICE PROPOSAL
(Page 1 of 2)

1. Unless otherwise instructed, CM@Risk must submit 3 bound copies of any GMP Proposal(s) that includes the following documents, complies with the requirements specified in this Agreement and the following instructions. The GMP Proposal(s) must be organized as follows:

   A. Table of Contents
   B. Project Description
   C. GMP Proposal and the following attachments:
      i. Detailed Cost Estimate upon which the GMP is based and if for phased work, a total project Detailed Cost Estimate as of the time of the phased GMP Proposal.
      ii. List of Subcontractors
      iii. Schedule of Manufacturers and Suppliers
   D. Schedule of Values ("SOV")
   E. Project Schedule and a variance report to the Baseline Project Schedule
   F. Construction phasing/traffic control (if applicable)
   G. List of GMP Plans and Specifications

2. A summary breakdown of the GMP Proposal is shown on page 2 of this Exhibit, along with instructions regarding certain line items. The definitions included in Section 1 of the General Conditions apply to the line items, as appropriate, and set-forth the criteria to be used by CM@Risk in providing the required breakdown.

3. The most current version of CM@Risk's SOV must be submitted with the GMP Proposal. Supporting documents for the SOV, including the request for bids, copies of bids received, and clarification assumptions used for the particular bid item listed must be provided in an organized matter that correlates with the SOV.

4. The final accepted GMP must not include any clarifications/assumptions made by CM@Risk in the preparation of the GMP Proposal, unless any such clarification or assumption is agreed to in writing by City.

5. The most current version of CM@Risk's Detailed Project Schedule must be submitted with the GMP Proposal with a variance report from the project's Baseline Schedule. The Detailed Project Schedule must be prepared as specified in this Agreement.

6. A table listing all drawing sheets included in the GMP Plans and Specifications must be included with the GMP package. The table must include the following information: Sheet Number, Sheet Name, Sheet Version, and Date of Issuance. The GMP Proposal and Specifications, as defined, must be transmitted as specified in this Agreement.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

EXHIBIT D

CM@RISK GMP SUMMARY (PAGE 2 of 2)

Project Name: _____ Date: _____

Project Location: _____

City of Chandler Project No.: _____

	Amount
A. Cost of Work	
A1 Cost of Work (self perform, no mark-up)	$0.00
A2 Cost of Work (subcontractors, suppliers, materialmen)	$0.00
TOTAL COST OF WORK:	**$0.00**
B. General Conditions	**$0.00**
SUBTOTAL 1 (Cost of Work) (A + B):	**$0.00**
C. CM@Risk's Fee	**$0.00**
SUBTOTAL 2 (A + B + C):	**$0.00**
D. Bonds and Insurance (on Subtotal 1)	
D1 Bonds (Payment and Performance)	$0.00
D2 Insurance	$0.00
TOTAL BONDS & INSURANCE:	**$0.00**
SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	**$0.00**
E. Sales Tax	
E1 Sales Tax	$0.00
E2 Tax Credits	$0.00
TOTAL SALES TAX:	**$0.00**
F. Approved Allowances	
F1 Owner's Allowance	$0.00
F2 Owner's Allowance for Water and Wastewater	$0.00
TOTAL ALLOWANCES:	**$0.00**
G. Contingencies	
G1	$0.00
G2	$0.00
TOTAL CONTINGENCIES:	**$0.00**
TOTAL GMP PROPOSAL:	**$0.00**

Establishment of Values:

a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.

b. General Conditions Cost (B) to be established in Baseline Cost Model.

c. CM@Risk Fee as set forth in Section 3.7.3 of this Contract

EXHIBIT E
GENERAL CONDITIONS
AND
GENERAL CONDITIONS APPENDICES

GENERAL CONDITIONS

Approved date: July 20, 2022

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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 of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other 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, underpinnings, 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 time-table 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 "lndemnitor") must indemnify, save, and hold harmless the City and its officers, officials, agents, and employees (collectively "lndemnitee") 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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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 form 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 or 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 not 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 form 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.

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.

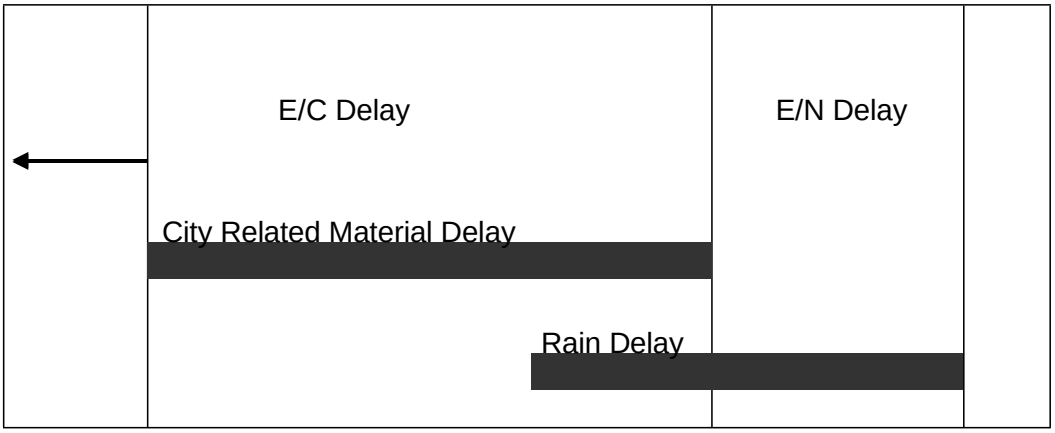
D. Concurrent:

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.

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).

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.

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.

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: **WATER MAIN REPLACEMENT 2022**

CITY PROJECT NUMBER: **WA2203.251**

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: WATER MAIN REPLACEMENT 2022
City Project No.: WA2203.251

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 **WATER MAIN REPLACEMENT 2022, WA2203.251** 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__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the 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 **WATER MAIN REPLACEMENT 2022**, **WA2203.251** 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:	**WATER MAIN REPLACEMENT 2022**		
CITY PROJECT NO.:	**WA2203.251**		
If Federally Funded:			
FEDERAL NO.:		**ADOT NO:**	

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE 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:

FINAL ACCEPTANCE DATE:	

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

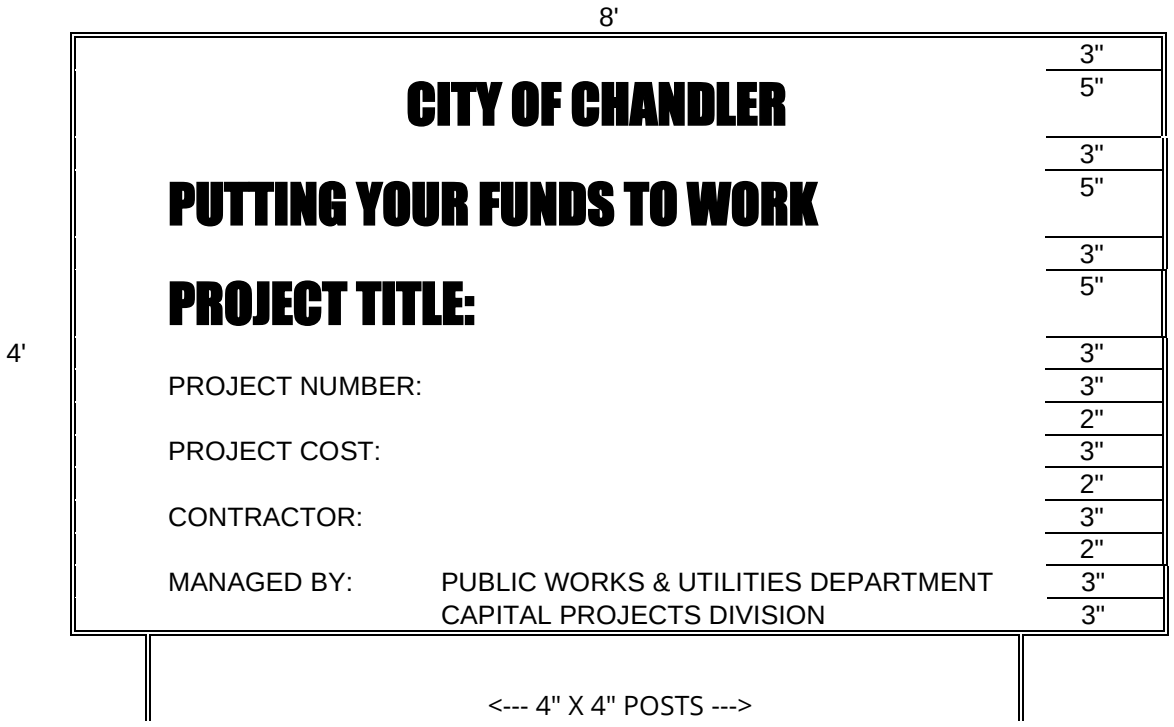
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

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 owning 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 Granit 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:

Original Size	**Replacement Size**
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:

Existing Plant Material Sizes	**Replacement Size**
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 F

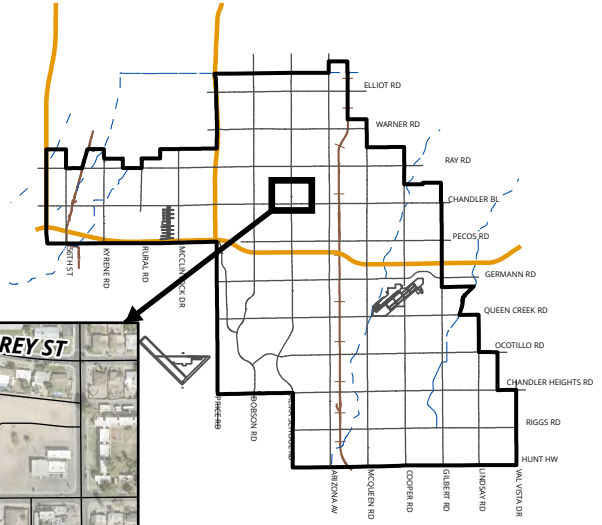
SUBCONTRACTOR DOCUMENTS WITH CM@RISK

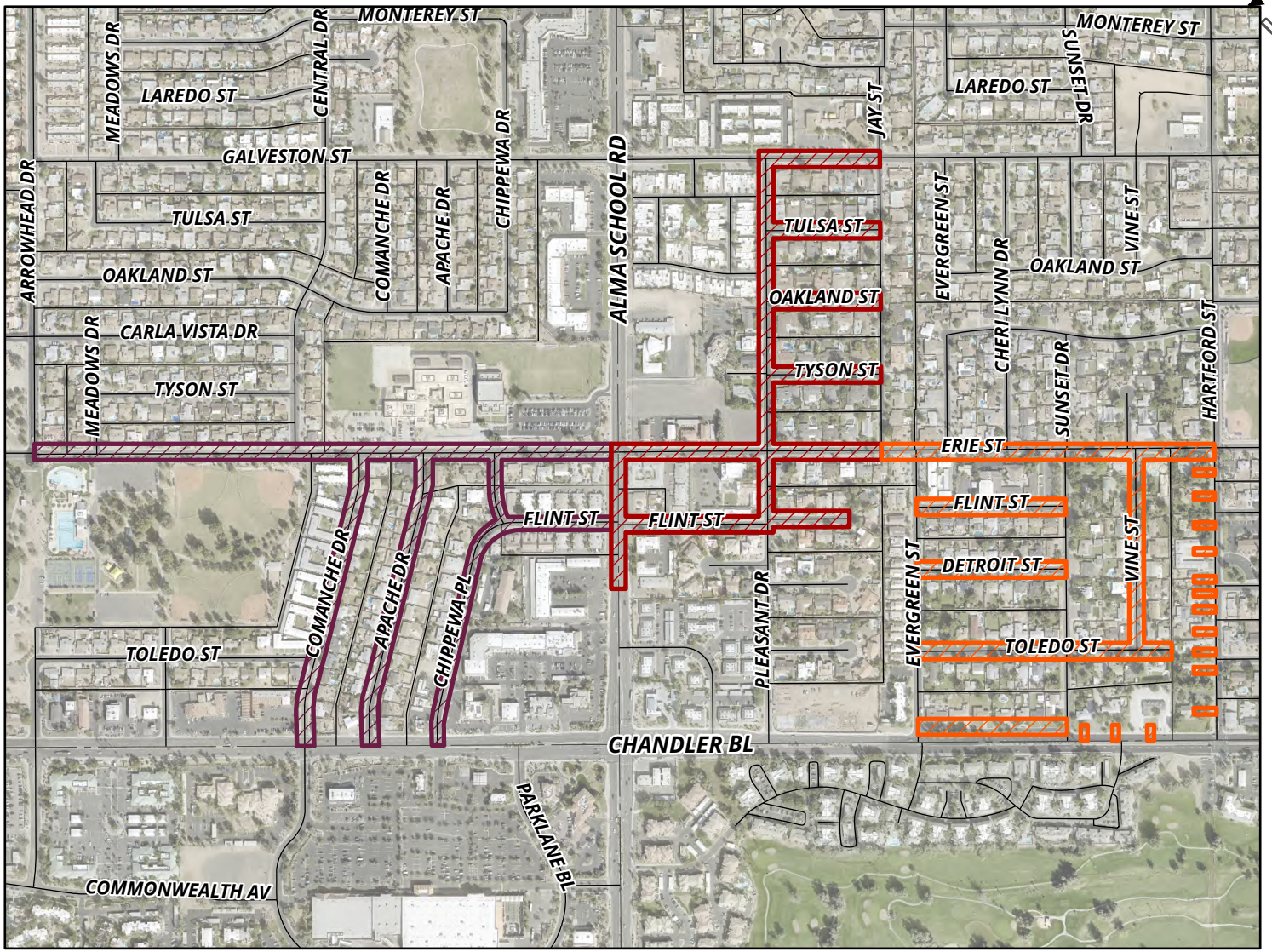
Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the CM@RISK and their subcontractors, and do not apply to the Agreement between the CM@RISK and the City.

N/A

CHANDLER
arizona

WATER MAIN REPLACEMENT 2022
PROJECT NO. WA2203.251





MEMO NO. CP25-044

- ARROWHEAD MEADOWS WATER MAIN REPLACEMENT
- TYSON MANOR WATER MAIN REPLACEMENT
- SUNSET MANOR WATER MAIN REPLACEMENT

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-027

Date: October 17, 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 Manager at Risk (CMAR) Construction Services Agreement No. WA2105.402, with PCL Construction, Inc., for the Water Facilities Optimization Improvements - Frye Road Water Production Facility Rehabilitation

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Proposed Motion:

Move City Council award CMAR Construction Services Agreement No. WA2105.402, to PCL Construction, Inc., for the Water Facilities Optimization Improvements - Frye Road Water Production Facility Rehabilitation, in an amount not to exceed $3,849,574.

Background/Discussion:

This project is a continuation of the city's ongoing efforts to modernize and rehabilitate older water production facilities. The Frye Road Water Production Facility, located at 592 West Frye Road, was built in 1984 to support water distribution needs in the city. The project scope of work consists of installation of a new well pump, piping and electrical work, site work, pump house building structure modifications, and a new concrete structure for disinfections system and associated appurtenances. The agreement completion time is 570 calendar days following Notice to Proceed.

Evaluation:

The selection process was followed in accordance with city policy and procedure and state law. Staff recommends agreement award to PCL Construction, 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.

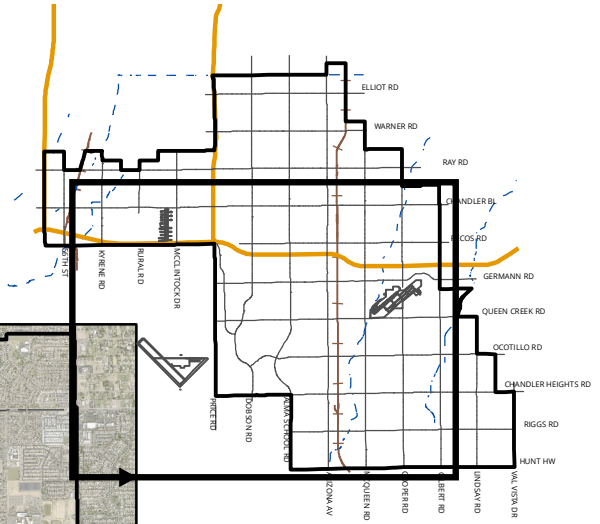
Fiscal Impact

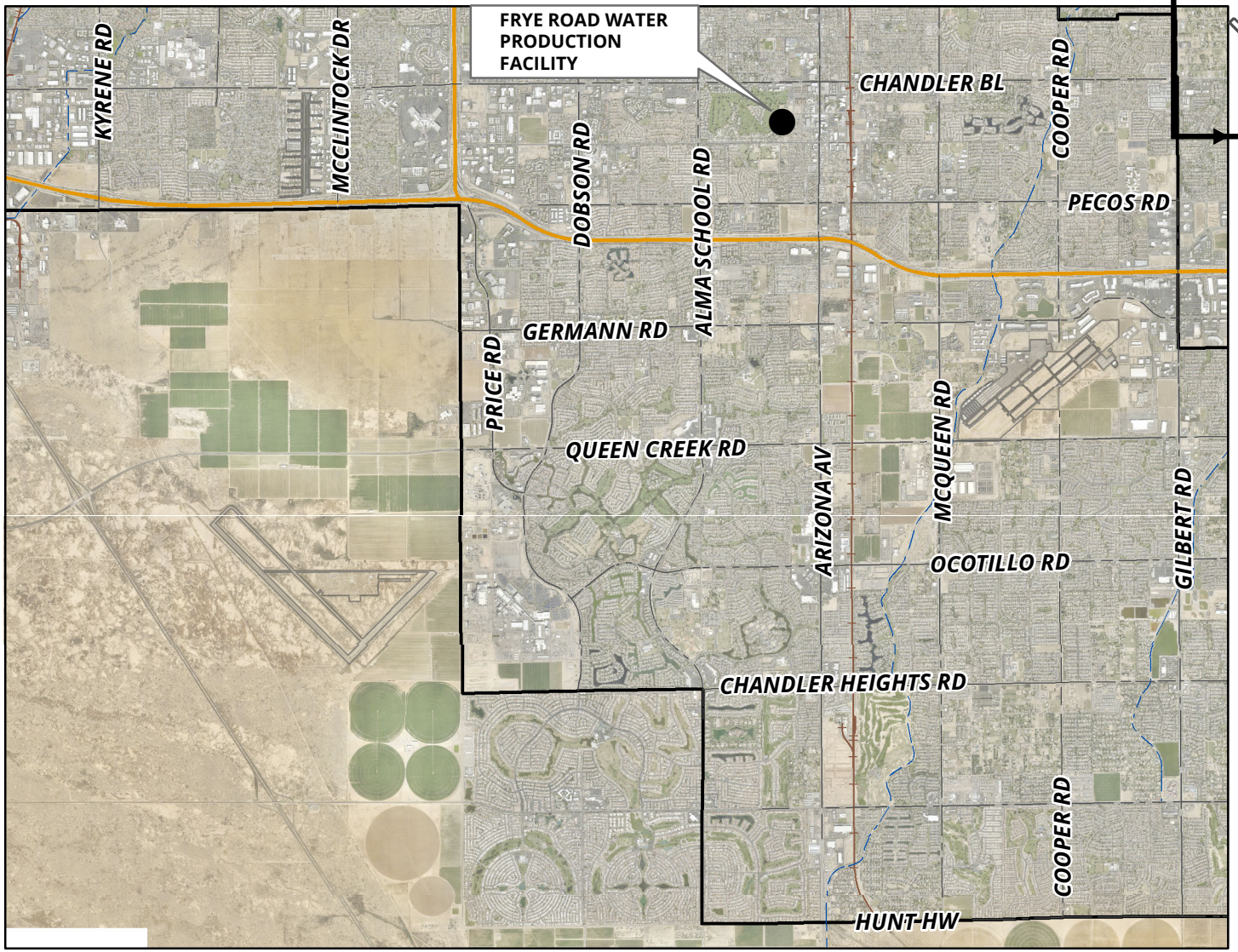
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6814.6WA230	Water Bond	Water Production Facility Improveme	$3,849,574	Y

Attachments

Location Map
Agreement - PCL Construction

WATER FACILITIES OPTIMIZATION IMPROVEMENTS PROJECT NO. WA2105.401





MEMO NO. CP25-027

● PROJECT SITE

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CITY OF CHANDLER, ARIZONA

WATER FACILITIES OPTIMIZATION IMPROVEMENTS - FRYE ROAD WATER PRODUCTION FACILITY REHABILITATION

CITY PROJECT NO. WA2105.402

CONSTRUCTION SERVICES AGREEMENT

(CONSTRUCTION MANAGER AT RISK)

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

Water Facilities Optimization Improvements
Frye Road Water Production Facility Rehabilitation
CITY PROJECT NO.: WA2105.402

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CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: WA2105.402

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 **PCL Construction, Inc.** 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: Russ Slotnick**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3411 Email: russ.slotnick@chandleraz.gov

CM@RISK:

Legal Company Name:	**PCL Construction, Inc.**
Mailing Address:	**1711 W. Greentree Dr., Suite 201, Tempe, AZ 85284**
Physical Address:	**1711 W. Greentree Dr., Suite 201, Tempe, AZ 85284**
Arizona Roc No.:	**215820**
Federal Tax Id No.:	**20-3598843**
State Where Organized:	**Colorado**
Business Organization:	**Corporation**
Statutory Agent Name:	**National Registered Agents, Inc.**
Statutory Agent Mailing Address:	**3800 N. Central Ave., Suite 460, Phoenix, AZ 85012**
Statutory Agent Physical Address:	**3800 N. Central Ave., Suite 460, Phoenix, AZ 85012**

CM@Risk's Authorized Project Representative:

Name:	**Kevin Roach**
Title:	**Project Manager**
Phone:	**480-797-7107**
Email:	**kroach@pcl.com**

PROJECT DESCRIPTION:

Rehabilitation of the Frye Road Water Production Facility.

PROJECT LOCATION:

592 W. Frye Road, Chandler, AZ 85225.

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 April 12, 2022, 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 **570** 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:

	Milestone	Time	Liquidated damages for delay
1.	n/a	n/a	n/a

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 **$3,849,574.** 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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles 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

ATTEST:

City Clerk Seal

"CM@Risk"
PCL CONSTRUCTION, INC.

Signature 8/28/24 Date

Richard Hewitt
Print Name
President
Title

RHEWITT@pcl.com
Signer Email Address

Ken Iverson
Assistant Secretary

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.

EXHIBIT B

GENERAL CONDITIONS

CHANDLER
arizona
Community of Innovation

GENERAL CONDITIONS

Approved date: July 20, 2022

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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 of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other 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, underpinnings, 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 time-table 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 form 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 or 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 not 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 form 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.

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.

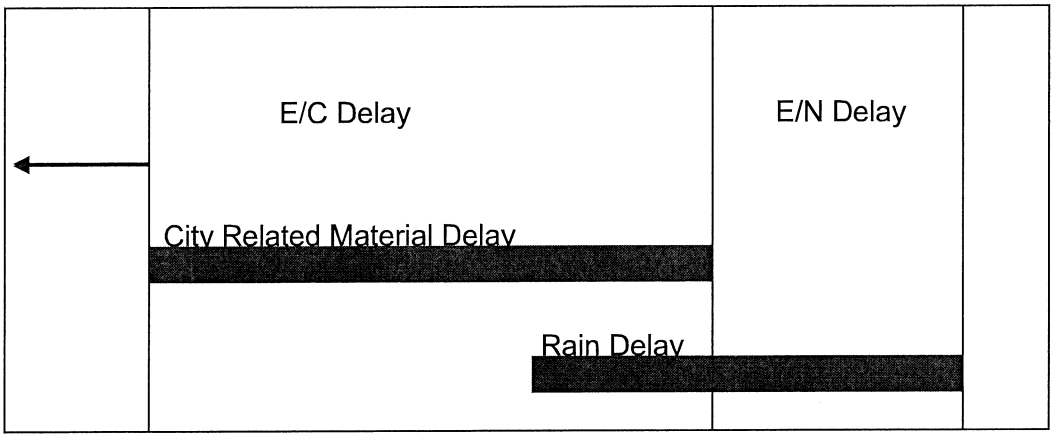
D. Concurrent:

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.

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).

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.

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.

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: **Water Facilities Optimization Improvements - Frye Road Water Production Facility Rehabilitation**

CITY PROJECT NUMBER: **WA2105.402**

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: Water Facilities Optimization Improvements - Frye Road Water Production Facility Rehabilitation
City Project No.: WA2105.402

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the 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 **Water Facilities Optimization Improvements - Frye Road Water Production Facility Rehabilitation, WA2105.402** 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__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the 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 **Water Facilities Optimization Improvements - Frye Road Water Production Facility Rehabilitation, WA2105.402** 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.

Chandler · Arizona

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CERTIFICATE OF COMPLETION

PROJECT NAME:	**Water Facilities Optimization Improvements - Frye Road Water Production Facility Rehabilitation**		
CITY PROJECT NO.:	**WA2105.402**		
If Federally Funded:			
FEDERAL NO.:		**ADOT NO:**	

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE 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:

FINAL ACCEPTANCE DATE:	

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

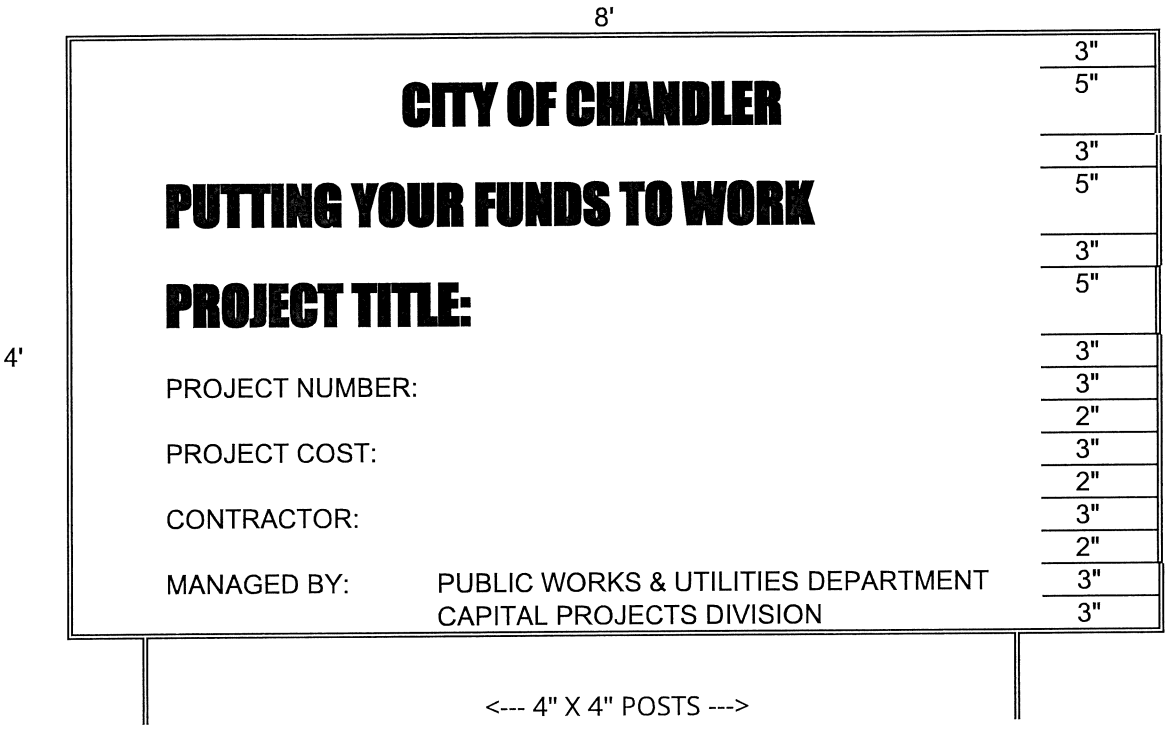
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

FIRM NAME:			
SIGNATURE:		DATE:	

PROJECT ACCEPTED BY CITY OF CHANDLER:

NAME:			
SIGNATURE:		DATE:	

CONSTRUCTION SIGN DETAIL



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 owning 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 Granit 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:

Original Size	**Replacement Size**
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:

Existing Plant Material Sizes	**Replacement Size**
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

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-040

Date: October 17, 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: Vivianna Barrientes, Engineering Project Manager
Subject: Construction Agreement No. ST2101.401, Change Order No. 4, with Achen-Gardner Construction, LLC, for the Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements

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Proposed Motion:

Move City Council award Agreement No. ST2101.401, Change Order No. 4, to Achen-Gardner Construction, LLC, for the Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements, in the amount of $295,637.89.

Background/Discussion:

The Galveston area projects are part of a revitalization effort to support the neighborhood through improved infrastructure and added amenities. The multi-faceted project is for storm drain system improvements to collect stormwater along Erie Street between Exeter and Monte Vista streets, including contributing flows along Nevada, Detroit, Hamilton, and Jackson streets. These improvements will carry the stormwater from this area to the existing Detroit Basin, also known as Gazelle Meadows Park, located at 500 North Exeter Street.

The overall Galveston area improvements are being performed by a single contractor through planned and budgeted change orders to facilitate phasing and coordinated delivery of all aspects of the scope of work. On September 21, 2023, City Council awarded Construction Agreement No. 2101.401 to Achen-Gardner Construction, LLC, for Phase 1 to include storm drain, potable water, and sanitary sewer systems improvements.

On October 16, 2023, City Council approved Change Order No. 1 extending the contract time by 120 days and adding $2,294,480.53 to the construction contract for alley and streetscape improvements, including pavement restoration on Erie Street.

Change Order No. 2 increased the cost of the Guaranteed Maximum Price by $95,078.15 to modify the sewer bypass pump system to allow the contractor to make repairs to six additional sewer services not shown in the design plans on Erie Street between Exeter and Hamilton streets.

On August 15, 2024, City Council approved Change Order No. 3, extending the contract time by 240 calendar days and adding $4,671,358.93 for Phase 2 of the project. This work includes Gazelle Meadows Park renovations and amenities and other additional concrete and catch basin work along Nevada Street.

This Change Order No. 4 is for the installation of American Disabilities Act (ADA) improvements along Erie Street between Arizona Avenue and McQueen Road. This work is required as part of the mill and overlay work that was added to the project as part of Change Order No. 1. The project scope of work consists of removing and replacing existing ADA ramps, adjacent aprons and valley gutters, and associated asphalt repairs. No additional time will be added as part of this work; therefore, the agreement time will remain at 570 calendar days 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. 4 and determined them to be reasonable.

Financial Implications:

This change order is in the amount of $295,637.89, for a revised total agreement amount not to exceed $17,539,325.55.

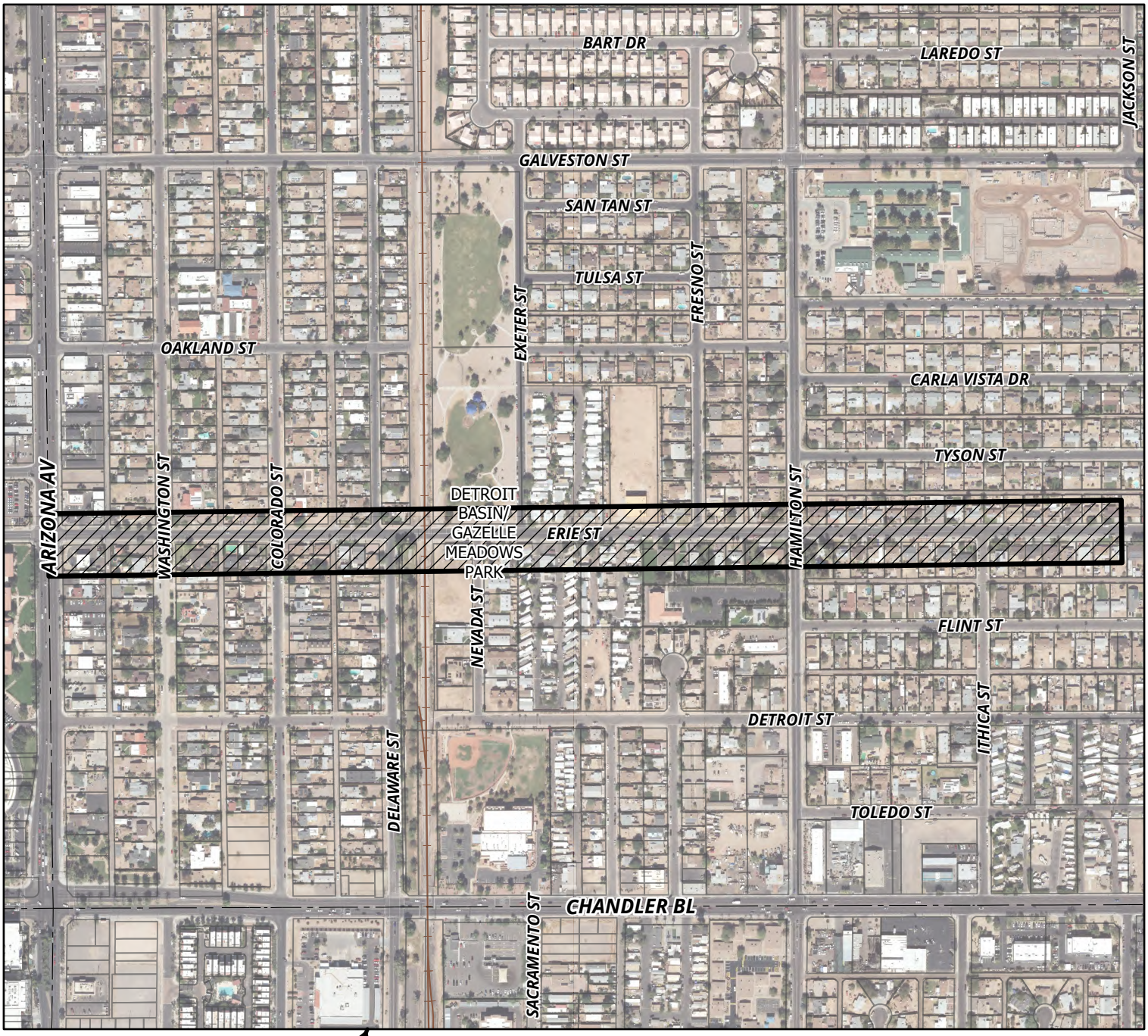
Fiscal Impact

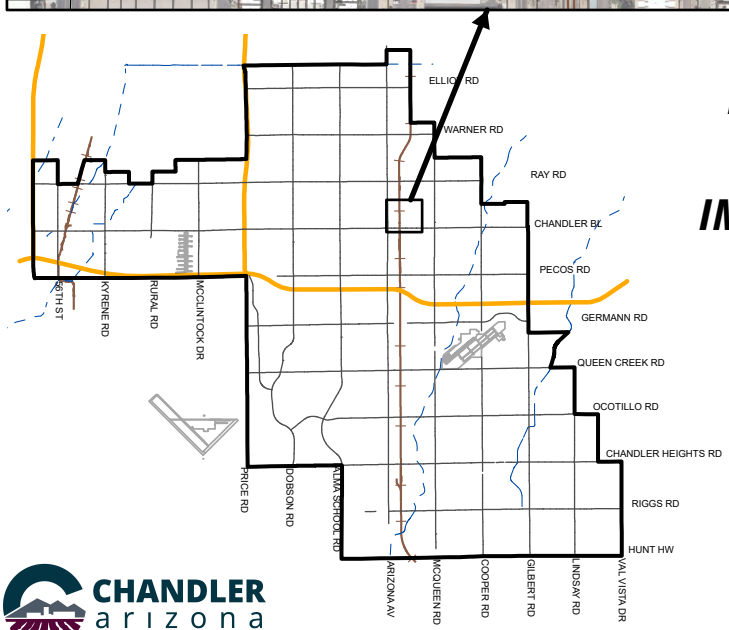
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6210.6ST661	Capital General Fund	Detroit Basin Storm Drain Imp.	$295,637.89	Y

Attachments

Location Map

Agreement - Achen-Gardner





DETROIT BASIN/GAZELLE MEADOWS STORM SYSTEM & ASSOCIATED IMPROVEMENTS CHANGE ORDER NO. 4
PROJECT NO. ST2101.401
CONSTRUCTION SERVICES

MEMO NO. CP25-040

PROJECT AREA

CHANDLER arizona

NTS

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CHANDLER arizona
Community of Innovation

CHANGE ORDER NO. 4

DATE 9/18/24

This Change Order No. 4 ("Change Order No. 4") 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 _____, 2024 ("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: **DETROIT BASIN / GAZELLE MEADOWS PARK STORM SYSTEM AND ASSOCIATED IMPROVEMENTS**

Project No.: **ST2101.401**

User Dept.: Parks and Streets NTP Date: 11/06/2023

TO: **Achen-Gardner Construction, LLC** (CONTRACTOR)

2195 W. Chandler Boulevard, Suite 211 Chandler, AZ 85224 (Mailing Address)

dbroderick@achen.com (Email Address)

Contractor must make the following changes to this Agreement:

Additional funds are to complete the install of ADA compliant handicap ramps, aprons and associated asphalt repairs along Erie Street between Arizona Avenue and McQueen.

Amendment authorized by Owner name: **Daniel Haskins** **Date:** **9/13/2024**

Original Agreement amount:	$10,182,770.05
Previous Change Order total:	$4,671,358.93
Last Agreement amount approved by Council:	$17,243,687.66
This Change Order:	$295,637.89
This Change Order + previous Change Order(s) not approved by Council total:	$295,637.89
Revised Agreement total:	$17,539,325.55

Council Approval Required (yes indicates approval required)	**Yes**	**No**
Change Order(s) total over $100,000:	☒	☐
Change Order(s) total causes Agreement to exceed $100,000:	☒	☐

Agreement Time	
Agreement time prior to this Change Order (including previous change order(s)):	570 Calendar Days
Net change resulting from this Change Order:	0 Calendar Days
Revised Agreement time (including this Change Order):	570 Calendar Days

Council Approval

Council Approval Date: 10/17/2024

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

ATTEST:

City Clerk Seal

"CONTRACTOR"
Achen-Gardner Construction, LLC.

9-20-2024

Signature Date

Daniel Spitza

Print Name

President

Title

Dspitza@achen.com

Signer Email Address

C: Owner / Project Mgr

EXHIBIT A

EXHIBIT A1: LIST OF CHANGE ORDER DOCUMENTS

AUGUST 29, 2024
CITY OF CHANDLER – DETROIT BASIN/GAZELLE MEADOWS PARK
CHANGE ORDER NO. 4 – ADA RAMPS & RELATED CONCRETE WORK
PRICING PROPOSAL
PROJECT NO: ST2101.201 & ST2101.202

- Change Order No. 1 for Erie Executed (9-20-2024) to GMP 1 Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements CMAR Project; City of Chandler Project No. ST2101.251.

- Change Order No. 2 for Sewer Bypass Executed (5-20-2024) to GMP 1 Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements CMAR Project; City of Chandler Project No. ST2101.251.

- Change Order No. 3 Proposal for Park Improvements to GMP 1 Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements CMAR Project; City of Chandler Project No. ST2101.251.

- CHANGE ORDER NO. 4 – ADA RAMPS AND RELATED CONCRETE REMOVAL/REPLACEMENT Proposal including a cover letter dated July 3, 2024, and July 18, 2024 revision 1.

- Executed (9-26-23) Pre-construction Services Contract with Achen-Gardner Construction, LLC, and the City of Chandler for the Detroit Basin/Gazelle Meadows Park Storm System & Associated Improvements CMAR Project; City of Chandler Project No. ST2101.251.

EXHIBIT A2: CLARIFICATIONS AND ALLOWANCES

AUGUST 29, 2024
CITY OF CHANDLER – DETROIT BASIN/GAZELLE MEADOWS PARK
CHANGE ORDER NO. 4 – ADA RAMPS & RELATED CONCRETE WORK
PRICING PROPOSAL
PROJECT NO: ST2101.201 & ST2101.202

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1. Clarifications:

    a. Final pricing includes the removal and replacement of sidewalk, sidewalk ramps, aprons, and valley gutters as detailed in Exhibit B2. The additional quantities shown in Exhibit B3 are to be added to the change order. Any line items listed in Exhibit B3 that have an existing unit price rate present in GMP 1 have had the GMP unit pricing extended to those items. Any items that did not have an existing unit price rate in the original GMP have had new unit pricing applied to them for the change order.
    b. Sidewalk ramps are per details COC 258-2/258-3 and MAG 236-5. The locations are noted on Exhibit B2.
    c. Price excludes the over-excavation of soft, expansive, or unsuitable materials and installation of granular materials.

2. General Clarifications:

    a. Change Order No. 4 pricing does not include any additional funds for Change Order Contract Pay Items 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 115, 120, 125, 130, and 135. We plan to utilize existing Contract Change Order No. 1 Allowance amounts for this Change Order No. 4 scope of work. Any additional funds required for these items related to the added scope of work will be paid for out of the construction contingency, Pay Item #700-791, included in Change Order #01 to the original GMP.

    b. Final pricing does not include any costs associated with the removal, replacement, bracing, and/or relocation of any existing buried and/or overhead utilities.

    c. Construction Water & Dust Control will be billed to Change Order #01 Pay Item 70 (Construction Water/Dust Control) at the same monthly rate that was agreed to for GMP 1, $11,448,83, for the added duration of this Change Order No. 4.

    d. All previous GMP and Change Order Clarifications apply.

    e. Final pricing does not include any costs associated with the removal, storage, and/or replacement of signage, plants, trees, or fencing.

EXHIBIT B

GMP PROPOSAL FOR CITY OF CHANDLER - DETROIT BASIN/GAZELLE MEADOWS PARK 08-29-24
STORM DRAIN, SEWER AND WATERLINE IMPROVEMENTS
PROJECT NO.: ST2101.401

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4000101

CO-4 EXHIBIT B1: SCHEDULE OF VALUES FOR ADA RAMP AND RELATED CONCRETE ITEMS

ACHEN-GARDNER CONSTRUCTION, LLC
2195 W Chandler Boulevard, Suite 200
CHANDLER, AZ 85224

PAY ITEM	DESCRIPTION	UM	QUANTITY	UNIT PRICE	TOTAL	NOTES
	Final Scope of ADA Ramps Replacements					
1	Area No. 1	EA	1.0	$ 10,923.51	$ 10,923.51	
2	Area No. 2	EA	1.0	$ 1,179.25	$ 1,179.25	
3	Area No. 3	EA	1.0	$ 11,190.29	$ 11,190.29	
4	Area No. 4	EA	1.0	$ 1,523.39	$ 1,523.39	
5	Area No. 5	EA	1.0	$ 455.40	$ 455.40	
6	Area No. 6	EA	1.0	$ 317.44	$ 317.44	
7	Area No. 7	EA	1.0	$ 9,823.07	$ 9,823.07	
8	Area No. 8	EA	1.0	$ 8,894.47	$ 8,894.47	
9	Area No. 9	EA	1.0	$ 10,967.40	$ 10,967.40	
10	Area No. 10	EA	1.0	$ 262.20	$ 262.20	
11	Area No. 11	EA	1.0	$ 10,398.92	$ 10,398.92	
12	Area No. 12	EA	1.0	$ 1,651.25	$ 1,651.25	
13	Area No. 13	EA	1.0	$ 2,649.60	$ 2,649.60	
14	Area No. 14	EA	1.0	$ 14,889.00	$ 14,889.00	
15	Area No. 15	EA	1.0	$ 1,398.40	$ 1,398.40	
16	Area No. 16	EA	1.0	$ 6,837.77	$ 6,837.77	
17	Area No. 17	EA	1.0	$ 10,660.99	$ 10,660.99	
18	Area No. 18	EA	1.0	$ 10,017.75	$ 10,017.75	
19	Area No. 19	EA	1.0	$ 699.20	$ 699.20	
20	Area No. 20	EA	1.0	$ 1,398.40	$ 1,398.40	
21	Area No. 21	EA	1.0	$ 1,136.20	$ 1,136.20	
22	Area No. 22	EA	1.0	$ 9,956.88	$ 9,956.88	
23	Area No. 23	EA	1.0	$ 11,517.78	$ 11,517.78	
24	Erie Street and Nevada - SW corner	EA	1.0	$ 15,223.94	$ 15,223.94	
25	Erie Street and Nevada - SE corner	EA	1.0	$ 19,091.70	$ 19,091.70	
26	Ithica and Erie - SW & SE corners	EA	2.0	$ 14,564.74	$ 29,129.48	
27	Jackson and Erie - SW corner	EA	1.0	$ 10,428.05	$ 10,428.05	
28	Jackson and Erie - SE corner	EA	1.0	$ 10,781.28	$ 10,781.28	
29	Erie and Williams - SW corner	EA	1.0	$ 11,063.88	$ 11,063.88	
RUNNING TOTAL NO. 1 - DIRECT COST OF THE WORK					**$ 234,466.89**	
	GENERAL CONDITIONS	MO	1.25	$ 101,968.24	$ 127,460.30	
	SUBTOTAL - OVERHEAD AND FEE				**$ 127,460.30**	
RUNNING TOTAL NO. 2 - DIRECT COST OF THE WORK + OH & FEE					**$ 361,927.19**	
10100	OVERHEAD AND FEE EXHIBIT D2, (C)		8.50%		$ 30,763.81	
	SUBTOTAL - OVERHEAD AND FEE				**$ 30,763.81**	
RUNNING TOTAL NO. 3 - DIRECT COST OF THE WORK + OH & FEE					**$ 392,691.00**	
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION	EX	1.95%	(Calc on RT #1)	$ 7,657.47	
10300	BONDS (PAYMENT & PERFORMANCE)	EX	0.80%	(Calc on RT #1)	$ 3,141.53	
	SUBTOTAL - INSURANCE AND BONDS				**$ 10,799.00**	
RUNNING TOTAL NO. 4 - DIRECT COST OF THE WORK + OH & FEE + INS & BOND					**$ 403,490.00**	
10400	SALES TAXES (5.07% or 7.8% of 65% of Running Total No.		5.070%		$ 20,456.94	
	SUBTOTAL - SALES TAXES				**$ 20,456.94**	
RUNNING TOTAL NO. 5 - DIRECT COST OF THE WORK, + OH & FEE + INS & BOND + SALES TAXES					**$ 423,946.94**	

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City Council Memorandum Public Works & Utilities Memo No. UA25-010

Date:	October 17, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Danny Sargent, Water Systems Senior Manager
Subject:	Purchase of Granular Activated Carbon

Proposed Motion:

Move City Council approve the purchase of granular activated carbon, from Calgon Carbon Corporation, utilizing City of Phoenix Contract No. 133070, in an amount not to exceed $1,059,468.

Background/Discussion:

The Pecos Surface Water Treatment Plant (PSWTP), located at 1475 East Pecos Road, was commissioned into service in 1989. The PSWTP is rated to treat and deliver up to 60 million gallons per day of high-quality drinking water to Chandler residents, businesses, and industrial customers. To accomplish this task, the facility has 12 finished water filters that use a granular media as a final filtration process prior to delivery to Chandler water customers.

Over the past two years, eight filters at PSWTP's were retrofitted with granular activated carbon (GAC) media. After the installation of GAC, an assessment was performed on the performance of GAC. The results of the study showed that GAC increases the organic removal performance of the filters and improves finished water quality. Organic material in the raw water delivered to the PSWTP via the Salt River Project's Consolidated Canal has been elevated over the last few years and is not expected to drop within the foreseeable future. GAC media has been identified as a means of reducing organic material in the PSWTP finished water, which then decreases the disinfection byproducts produced downstream of the filters. Disinfection byproducts are regulated by the U.S.

Environmental Protection Agency.

This purchase will provide for installation of GAC filter media. PSWTP has a total of 12 filters. The replacement of filters 1-4 was approved by City Council on July 11, 2022. Filters 5-8 were approved by City Council on October 16, 2023. Accordingly, there will be a future request for approval of the final installation of filter media in filters 9-12 with the needed support equipment in the next few months.

Evaluation:

The City of Phoenix competitively solicited and awarded a contract for supply, placement, removal, and thermal reactivation of GAC to Calgon Carbon Corporation. The city has a current agreement with the City of Phoenix allowing for the cooperative usage of its contracts. The City of Phoenix contract is valid through January 17, 2027.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3830.5419.0.0	Water Operating	Other Equipment R&M	$1,059,468	N

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City Council Memorandum Public Works & Utilities Memo No. ST25-012

Date:	October 17, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Juan Martinez, Warehouse and Supply Program Manager
Subject:	Purchase of Bucket Trucks

Proposed Motion:

Move City Council approve the purchase of two bucket trucks, from Sanderson Ford, Inc., utilizing State of Arizona Contract No.CTR069471, in the amount of $457,054.19.

Background/Discussion:

The Transportation Division is responsible for 229 signalized intersections and over 28,525 streetlights. Staff utilize bucket trucks to service traffic signals and streetlights. A bucket truck is a service vehicle with an aerial lift device mounted to it. The truck must carry tools, equipment, parts, and staff to work sites and provide a safe aerial lifting device that can reach traffic signals and streetlights.

Currently, staff operate two 10-year-old bucket trucks that are reaching end of usable life (Vehicle Nos. 15119 and 15120). The Fleet Advisory Committee (FAC) has recommended these two vehicles for replacement due to their current tasking, maintenance history, reliability, and projected cost to operate.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for medium and heavy-duty cabs, chassis and buses, to Sanderson Ford, Inc. The city has a current agreement with the State of Arizona allowing for the cooperative use of its contracts. Staff recommends cooperative use of this contract because the requested product has performed well, and staff is trained on repairs and familiar

with its operation. The State of Arizona contract is valid through January 17, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6419.6ST791	Capital General Fund	Large Equipment Replacement	$457,054.19	Y

ITEM 48

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-040

Date: October 17, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

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Attachments

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

October 17, 2024

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: Chandler Cultural Foundation
Applicant: Terri Lee Rettig
Event Details: Center Stage, Sunday, October 20, 2024, from 11:00 a.m. until 2:00 p.m.
Location: Chandler Center for the Arts, 250 N. Arizona Avenue

Temporary Extensions of Liquor License Premises
Organization Name: The Sugar Bar, LLC, DBA The Sugar Bar
Applicant: Kyle Hess
Event Details: Pumpkin Fest on Saturday, October 19, 2024, from 4:00 p.m. until 11:00 p.m.
Location: The Sugar Bar, 960 E. Warner Road Suite 6

Permanent Extensions of Liquor License Premises
N/A

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City Council Memorandum Development Services Memo No.

Date: October 17, 2024
To: Mayor and Council
From: Development Services Department
Subject: August 21, 2024, Planning and Zoning Commission Meeting Minutes

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Attachments

August 21, 2024 Study Session Minutes
August 21, 2024 Regular Meeting Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session

August 21, 2024 | 4:00 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ

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Community of Innovation

Call to Order

The meeting was called to order by Chair Heumann at 4:08 p.m.

Roll Call

Commission Attendance

Chair Rick Heumann
Commissioner Michael Quinn
Commissioner Rene Lopez
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer

Absent

Vice Chair Sherri Koshiol - Excused
Commissioner Kyle Barichello - Excused

Staff Attendance

Matthew Dunbar, Budget and Policy Director
Kevin Mayo, Planning Administrator
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Mika Liburd, Associate Planner
Darsy Omer, Associate Planner
Taylor Manemann, Associate Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Scheduled/Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Briefing

A. City Capital Project Funding/Bond Election discussion.

Budget documents were presented to the Planning and Zoning Commission as visual aids to the presentation.

CHAIR HEUMANN announced the Study Session will start with a Briefing on the City's Capital Project Funding/Bond Election.

MATTHEW DUNBAR, BUDGET AND POLICY DIRECTOR introduced himself and stated he was present to provide an update on the capital project funding issues the city was encountering along with the potential for a bond election. He provided an outline of the topics he planned to cover and presented a video that explained the purpose of bonds and bond elections. He emphasized that bonds are essential to Chandler's current capital plan for the next ten years, which relies heavily on bond funding for 2.5 billion dollars' worth of capital projects. He explained that 68% of the plan is funded by general obligation or geo bonds and excise tax revenue obligations, with the rest coming from current revenues (22%), grants (7%), and system development fees or impact fees (2%). He further explained the reason the city needed additional geo bond authorization is due to inflationary impacts on steel, concrete, asphalt, and copper. He stated the previous bond authorization in was expected to last seven or eight years, but due to inflation, the authorization will only last four years. He presented a timeline and pointed out where the city could run into issues with the existing bond authorization. He explained that typically the city sells bonds every two years and pointed out the documents presented on the dais lists all categories with amounts needed over the years. He further stated which categories would be short on authorization and require additional authorization from voters by 2027. He advised of the possibility of a bond election in 2025 or 2026, noting that 2026 is the latest that this could go before the voters if the city continues to use secondary property taxes as a funding mechanism. He further stated the fall of 2026 would be a busy election year with the Mayor's seat, Council Member seats, charter amendments, and home rule on the ballot, which could lead to voter fatigue and having too much on one ballot. He stated it is the city's preference to go forward with a bond election in 2025 that could last seven to eight years, depending on what is determined through a subcommittee process. He reviewed Chandler's bond election history, noting that historically, the city went to voters every three or four years for additional authorization except in 2008 where due to the great recession many projects were put on hold and the authorization lasted fourteen years. The last bond election in 2021 provided $272 million in authorization and while it was anticipated to last 7-8 years, it will only last 4-5 years. He emphasized the city's success in past bond elections and the importance of the Bond Exploratory Committee in helping to educate voters. He explained the Bond Exploratory Committee was put together by mayor and council and was made up of 49 members of the community, who would listen project details, visit sites, and spread the information to neighbors and other community members. He mentioned mayor and council have asked to do something similar as what was done in the last authorization and outlined the timeline for a potential bond election in 2025. He mentioned other cities in Arizona who were facing similar challenges with capital project funding and were considering bond elections or other funding mechanisms. He concluded by explaining that he is visiting Boards and Commissions to find out if there is any direct feedback or if anyone had interest in volunteering. He stated that he is available for any questions and thanked the Commission.

COMMISSIONER GOLLA asked what is the cost difference between holding an election in a non-election year versus an election year and if the city went forward in 2025 if they could share costs with Chandler Unified School District (CUSD) if they were to hold a bond election at the same time.

MATTHEW DUNBAR, BUDGET AND POLICY DIRECTOR pointed out there would be a cost difference and stated an election in 2026 would coincide with the county and general elections, which would lower costs for the city. He stated that an unsplit election in 2025 would cost around $200,000, but the city could split costs with other entities like CUSD or other school districts. He further stated that the costs would not be a 50/50 split as some of the costs go to a pamphlet that we have to produce, but some of the actual election costs themselves could be split.

CHAIR HEUMANN asked if the city was still refinancing bonds, given the current interest rates.

MATTHEW DUNBAR, BUDGET AND POLICY DIRECTOR confirmed the city was still looking into refinancing bonds where possible, though many of their bonds were issued during times of very low interest rates, making it harder to find opportunities to save money. He mentioned that Chandler's AAA bond rating allowed them to secure very favorable rates.

CHAIR HEUMANN confirmed there were no further questions or comments from the Commission Members and thanked the Budget and Policy Director for his presentation.

B. Presentation of the Chandler Downtown Region Area Plan Update.

CHAIR HEUMANN announced the next Briefing will be on the Chandler Downtown Region Area Plan Update.

ALISA PETERSON, SENIOR PLANNER introduced herself and outlined her presentation. She explained the different between the general plan, which provides city-wide guidance on future development, and area plans, which are more specific and implement general plan goals through defined objectives and policies. She emphasized that the area plan would be based on community input, reflecting what citizens want for the future development of the downtown region. She presented the existing related plans, such as the 2016 Chandler General Plan and the 1995 Chandler Redevelopment Element and mentioned newer plans, like the 2006 South Arizona Avenue Entry Corridor Plan and the 2010 South Arizona Avenue Design Guidelines, along with others related to transportation, water infrastructure, and economic development. She displayed maps showing the Chandler Redevelopment Area and the South Arizona Avenue Corridor Area Plan, stating that the current proposed area plan map encompassed the region from Ray Road in the north to the 202 Freeway in the south, and from Alma School Road to McQueen Road. She explained that certain areas were excluded from this effort and pointed out the area for reconsideration are divided into five districts: Northern, San Marcos, the Historic

Downtown, Eastern, and Southern districts. She detailed the goals of the plan, including identifying unique characteristics, aligning with existing community goals, and creating flexibility for redevelopment while incorporating adaptive reuse. She assured the commissioners that the historic downtown would not undergo any zoning changes or boundary shifts. She presented the timeline for the project, which began in February of 2024 and is expected to conclude with final approval from the council in January 2025. She pointed out staff is currently gathering feedback from the community, and this will be ongoing through surveys and continuous community outreach. She stated that events will be held to engage the community with upcoming workshops scheduled for September at the Downtown Library and November at the ASU Innovation Center. She stated the latter event will featuring an augmented reality (AR) immersion event to provide attendees with a 3D experience of the proposed environments. She concluded the presentation by describing the AR immersion event, which would allow attendees to experience 3D renderings of the downtown area and provide feedback on elements such as density and setbacks. She stated the event is designed to ensure that the city is aligned with what the community desires for the downtown region's future.

CHAIR HEUMANN thanked Alisa for the presentation and asked if the plan would come back to the Planning and Zoning Commission or go directly to the City Council.

ALISA PETERSON, SENIOR PLANNER deferred the question to the Planning Administrator.

KEVIN MAYO, PLANNING ADMINISTRATOR confirmed that the plan update would come back before the Planning Commission for a formal briefing and deliberation on what had been gathered from the community. He explained that the Briefing this date is to make the Commission aware of the update and the process. He emphasized that the Downtown Region Area Plan Update will ultimately the community's plan as it will be shaped by their input.

CHAIR HEUMANN expressed his appreciation for the efforts of staff and commented on the ongoing conversations about expanding the downtown area in various directions. He asked if eminent domain would be discussed as part of the plan.

KEVIN MAYO, PLANNING ADMINISTRATOR stated while eminent domain was occasionally necessary it is not favored by the city. He stressed the area plan update is a guiding document focused on planning policy, and eminent domain was not a significant aspect of this effort.

CHAIR HEUMANN presented statements regarding eminent domain not being an option unless absolutely necessary.

KEVIN MAYO, PLANNING ADMINISTRATOR mentioned the timing of the plan update was perfect due to the changes in the market and pointed out the differences between the 1995 and 2006 plans. He stated the original plan anticipated large-scale redevelopment, but what had emerged

was smaller, adaptive reuse projects. He identified the different districts and explained that the updated plan would address these market shifts and define the character of each district.

CHAIR HEUMANN presented concerns of Chandler becoming like downtown Tempe, filled with high-rises. He asked if there would be limits on building heights in the plans for each district

KEVIN MAYO, PLANNING ADMINISTRATOR replied that is an option and while the current plan does not specify height limits, it did include goals to ensure compatibility between new developments and existing neighborhoods. He envisioned that the updated plan would continue to emphasize compatibility and proper transitioning between buildings of different heights instead of the use of specific height limits.

CHAIR HEUMANN mentioned that earlier plans for the south area used staggered building heights and stressed the importance of avoiding abrupt height transitions.

KEVIN MAYO, PLANNING ADMINISTRATOR pointed out that the plan used words and graphics to clearly communicate the intent behind guidelines.

COMMISSIONER LOPEZ asked if the plan would change any allowances for adaptive reuse or expand those allowances as it is his understanding that it is restrictive in the downtown area.

KEVIN MAYO, PLANNING ADMINISTRATOR explained the adaptive reuse overlay policy was adopted by ordinance and the area plan update, which is adopted by resolution is not strong enough to overwrite it. He mentioned staff anticipates elements of the adaptive reuse policy being included in the new plan.

COMMISSIONER LOPEZ questioned why Ray Road was chosen as the northern boundary for the area plan update and whether adaptive reuse could be extended north into other parts of Chandler, therefore houses on the main street can be used as businesses.

KEVIN MAYO, PLANNING ADMINISTRATOR responded that Ray Road was chosen due to feedback from businesses and property owners who felt that area needed identity like Uptown. He stated this area is closer to downtown than to Uptown Chandler, which led to the decision to include it in the plan.

COMMISSIONER LOPEZ asked if the plan would take advantage of federal dollars for the economic redevelopment region or adaptive reuse for troubled properties.

KEVIN MAYO, PLANNING ADMINISTRATOR responded that staff has yet to looked at the overlap between the federal economic redevelopment map and the area plan, but it was something staff can consider and look at.

CHAIR HEUMANN confirmed there were no further questions or comments from the Commission Members and thanked staff for the briefing.

Consent Agenda and Discussion

1. June 5, 2024 Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of June 5, 2024, and Regular Meeting of June 5, 2024.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

2. July 23, 2024 Design Review Committee Regular Meeting Minutes

Move Planning and Zoning Commission approve Design Review Committee meeting minutes of the Regular Meeting of July 23, 2024.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

3. PLH22-0056 TIPSY EGG & THE UNCOMMON

MIKA LIBURD, ASSOCIATE PLANNER presented details regarding the request for Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment, at 1 E Boston Street, generally located ¼ mile south of the southeast corner of Arizona Avenue and Chandler Boulevard.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members and pointed out there are several similar items on the agenda this evening and emphasized the importance of being sensitive to the neighborhood and ensuring stipulations, such as having a contact phone number, were in place. He stated given the distance of the property from homes; he did not foresee any issues on this case.

4. PLH23-0065 MAGNOLIA

DARSY OMER, ASSOCIATE PLANNER presented details regarding the request for Preliminary Development Plan approval for single-family housing product to be constructed in a new subdivision that is generally located ¼ mile east of the northeast corner of Cooper Road and Riggs Road.

An Addendum Memorandum was presented to the Planning and Zoning Commission with a revised stipulation per the Applicant's request.

CHAIRMAN HEUMANN recalled discussions during the Design Review Committee (DRC) meeting about optional features, such as garage doors. He asked if the garage doors shown were optional or standard.

DASRY OMER, ASSOCIATE PLANNER deferred the question to the Applicant.

CHAIRMAN HEUMANN requested the Applicant come forward to answer the question.

BRENNAN RAY, APPLICANT confirmed what is marked as optional in the exhibits is indeed optional and what is marked standard is standard. He assured the Commission that it is not the Applicants intention to present materials or something for garage doors and then build something different. He clarified that it is the Applicant's intention to build something that is consistent with discussions held in Design Review Committee (DRC).

CHAIRMAN HEUMANN suggested the Applicant review and provide details before the Regular Session instead of a full presentation.

BRENNAN RAY, APPLICANT agreed and thanked the Commission.

5. PLH24-0006 PONDEROSA DISPENSARY

DASRY OMER, ASSOCIATE PLANNER presented details regarding the request for Use Permit time extension to continue to allow for the colocation of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment located at 318 S. Bracken Lane.

COMMISSIONER LOPEZ stated the first time this came through there were parking concerns and asked if there were any issues with parking.

DASRY OMER, ASSOCIATE PLANNER confirmed there were no issues with parking.

CHAIRMAN HEUMANN noted the one-year time limitation was a legal requirement and there was no option to extend it beyond that.

DASRY OMER, ASSOCIATE PLANNER confirmed the one-year term was set by code.

CHAIRMAN HEUMANN confirmed there were no further questions or comments from the Commission Members.

6. PLH24-0007 SAWTOOTH BAR AND GRILL

MIKA LIBURD, ASSOCIATE PLANNER presented details regarding the request for Entertainment Use Permit time extension to continue to allow for live indoor entertainment, speakers and tv screens, at 4929 W Ray Road, generally located at the southeast corner Ray and Rural roads.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

7. PLH24-0008 FUN FUSION LEARNING CENTER

Move Planning and Zoning Commission withdraw PLH24-0008 Fun Fusion Learning Center, Use Permit to allow residential childcare for up to 10 children in an existing single-family home as requested by the applicant. (APPLICANT REQUESTS WITHDRAWAL)

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members and mentioned the request for Use Permit has been withdrawn.

8. PLH24-0013 LEGENDS SHOWCASE BAR & GRILL

MIKA LIBURD, ASSOCIATE PLANNER presented details regarding the request for Entertainment Use Permit approval to allow for indoor live entertainment, speakers and tv screens at 2386 N Alma School Road, generally located north of the northwest corner of Alma School and Warner roads.

CHAIRMAN HEUMANN confirmed there were further questions or comments from the Commission Members.

9. PLH24-0014 CELONI HOSPITALITY, LLC DBA RECREO CANTINA

MIKA LIBURD, ASSOCIATE PLANNER presented details regarding the request for Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment, at 28 S San Marcos Place, generally located ¼ mile south of the southwest corner of Arizona Avenue and Chandler Boulevard.

CHAIRMAN HEUMANN confirmed there were no further questions or comments from the Commission Members.

10. Notice of Cancellation of the September 4, 2024, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel the September 4, 2024 Planning and Zoning Commission Hearing.

Action Agenda Item 11 and Discussion

11. PLH24-0009 Chandler and Cooper Retail/ Shops A

Request Preliminary Development Plan approval for a new drive-through building located at the northwest corner of Cooper Road and Chandler Boulevard.

Move Planning and Zoning Commission recommend denial of Preliminary Development Plan, PLH24-0009 Chandler and Cooper Retail - Shops A for a new drive-through building.

Alternative Motion:
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH24-0009 Chandler and Cooper Retail - Shops A for a new drive-through building, subject to the conditions as recommended by Planning staff.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, September 18, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:00 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

August 21, 2024 | 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 5:30 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Commissioner Michael Quinn
Commissioner Rene Lopez
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer

Absent

Vice Chair Sherri Koshiol - Excused
Commissioner Kyle Barichello - Excused

Staff Attendance

Kevin Mayo, Planning Administrator
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Mika Liburd, Associate Planner
Darsy Omer, Associate Planner
Taylor Manemann, Associate Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Scheduled and Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. June 5, 2024 Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of June 5, 2024, and Regular Meeting of June 5, 2024.

2. July 23, 2024 Design Review Committee Regular Meeting Minutes

Move Planning and Zoning Commission approve Design Review Committee meeting minutes of the Regular Meeting of July 23, 2024.

3. PLH22-0056 TIPSY EGG & THE UNCOMMON

Request for Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment, at 1 E Boston Street, generally located ¼ mile south of the southeast corner of Arizona Avenue and Chandler Boulevard.

Proposed Motion

Move Planning and Zoning Commission recommend approval of Entertainment Use Permit PLH22-0056 Tipsy Egg & The Uncommon, to continue to allow for live indoor and outdoor entertainment, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval

1. Substantial expansion or modification beyond the approved exhibits (Floor Plan, Site Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.

2. The Entertainment Use Permit is non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. All roof mounted equipment shall be screened.

5. The hours of live entertainment shall be limited to the following days and times:

Sunday-Thursday	11:00 am to 11:00 pm
Friday and Saturday	9:00 am to 12:00 am

6. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.

7. The establishment shall provide a contact phone number for a responsible person (i.e bar owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

4. PLH23-0065 MAGNOLIA

Request for Preliminary Development Plan approval for single-family housing product to be constructed in a new subdivision that is generally located ¼ mile east of the northeast corner of Cooper Road and Riggs Road.

An Addendum Memorandum was presented to the Planning and Zoning Commission with a revised stipulation per the Applicant's request.

CHAIRMAN HEUMANN announced he received one speaker card for PLH24 Magnolia. He asked if the speaker could present their comments, then the Commission will decide if this item will remain on the Consent Agenda or be moved to the Action Agenda.

MARY ANN EASTERDAY, 2194 E. GEMINI PLACE stated that she lives next to the development and mentioned different contractors have been working on the development and that she has had called for dust control several times. She noted that the contractors were becoming lax with watering before construction leading to significant dust issues and presented a photo on her phone. She pointed out that she only saw single story homes in the images and asked if the interior would be one or two stories, as none of the pictures she saw showed two-story houses.

CHAIRMAN HEUMANN thanked the speaker for bringing up the dust control issues and confirmed that the Applicant had stipulated all the homes would be single-story.

MARY ANN EASTERDAY, 2194 E. GEMINI PLACE thanked the Commission Members.

CHAIRMAN HEUMANN asked the Applicant to come forward and address the concerns of the speaker.

BRENNAN RAY, APPLICANT acknowledged the concerns raised and explained that dust control is regulated by Maricopa County and that the developers are required to have a dust control permit displayed, which includes a number for the county in case of non-compliance. He thanked the neighbor for bringing it to the Applicant's attention as they not heard of any issues. He assured the Applicant would review the situation to ensure compliance with the county's regulations.

CHAIRMAN HEUMANN encouraged the Applicant to ensure regulations are followed and suggested someone from Shea Homes provide their phone number to the speaker for quick resolution of any future concerns.

MARY ANN EASTERDAY, 2194 E. GEMINI PLACE confirmed that there is a sign with a contact number.

THOMAS ALLEN, ASSISTANT CITY ATTORNEY pointed out there is an addendum memorandum on the dais with a revised stipulation that needed to be read into the record.

CHAIRMAN HEUMANN read aloud the revised stipulation reflected under no. 5:

The same elevation shall not be built side-by-side or directly across the street from one another, with the exception of lots 55-65, where the elevations can occur directly across the street.

Proposed Motion
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH23-0065 for single-family housing product to be constructed in a new subdivision, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval

1. Development shall be in substantial conformance with the Development Booklet, entitled "PLH23-0065 Magnolia Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0065 Magnolia, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Compliance with original conditions adopted by the City Council as Ordinance No. 5006 in case PLH21-0050 Magnolia, except as modified by condition herein.

3. All lots shall be single story, including any accessory dwelling units.

4. The site shall be maintained in a clean and orderly manner.

Note: Stipulation #5 was revised on the Addendum Memorandum presented to Planning and Zoning Commission this date

5. The same elevation shall not be built side-by-side or directly across the street from one another, with the exception of lots 55-65, where the elevations can occur directly across the street.

6. 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.

5. PLH24-0006 PONDEROSA DISPENSARY

Request for Use Permit time extension to continue to allow for the colocation of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment located at 318 S. Bracken Lane.

Proposed Motion
Move Planning and Zoning Commission recommend approval of Use Permit PLH24-0006 Ponderosa Dispensary, to continue to allow the co-location of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval

1. 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.

2. The site shall be maintained in a clean and orderly manner.

3. Drive through and/or take out windows are prohibited.

4. Consumption of Medical Marijuana on the premises is prohibited.

5. Hours of operation are limited to not earlier than 7:00 a.m. and not later than 10:00 p.m.

6. The ancillary medical marijuana facility shall not be larger than two thousand five hundred (2,500) gross square feet or twenty-five percent (25%) of the gross building square-footage, whichever is less.

7. The Use Permit shall remain in effect for one (1) year from the date of City Council approval. Continuation of the Use Permit beyond the expiration date shall require re-application to and approval by the City of Chandler.

6. PLH24-0007 SAWTOOTH BAR AND GRILL

Request for Entertainment Use Permit time extension to continue to allow for live indoor entertainment, speakers and tv screens, at 4929 W Ray Road, generally located at the southeast corner Ray and Rural roads.

Proposed Motion
Move Planning and Zoning Commission recommend approval of Entertainment Use Permit PLH24-0007 Sawtooth Bar and Grill, to continue to allow for live indoor entertainment, speakers and tv screens, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval

1. Substantial expansion or modification beyond the approved exhibits (Floor Plan, Site Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.

2. The Entertainment Use Permit is non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. The hours of live entertainment shall be limited to the following days and times:

Hours of Entertainment	Monday 8:00 pm to 12:00 am Wednesday - Saturday: 9:00 am to 1:00 am

5. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.

6. The establishment shall provide a contact phone number for a responsible person (i.e bar owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

7. PLH24-0008 FUN FUSION LEARNING CENTER

Move Planning and Zoning Commission withdraw PLH24-0008 Fun Fusion Learning Center, Use Permit to allow residential childcare for up to 10 children in an existing single-family home as requested by the applicant. (APPLICANT REQUESTS WITHDRAWAL)

8. PLH24-0013 LEGENDS SHOWCASE BAR & GRILL

Request for Entertainment Use Permit approval to allow for indoor live entertainment, speakers and tv screens at 2386 N Alma School Road, generally located north of the northwest corner of Alma School and Warner roads.

Proposed Motion

Move Planning and Zoning Commission recommend approval of Entertainment Use Permit PLH24-0013 Legends Showcase Bar & Grill, to allow for live indoor entertainment, speakers and tv screens, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval

1. Substantial expansion or modification beyond the approved exhibits (Floor Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.

2. The Entertainment Use Permit is non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. The hours of live entertainment shall be limited to the following days and times:

Hours of Entertainment	Tuesday-Sunday: 11:00am - 9:00pm (Karaoke sessions from 5:30pm - 8:30 pm)

5. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.

6. The establishment shall provide a contact phone number for a responsible person (i.e restaurant owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

7. The Entertainment Use Permit shall remain in effect for one (1) year from the date of City Council approval. Continuation of the Entertainment Use Permit beyond the expiration date shall require reapplication and approval by the City of Chandler.

9. PLH24-0014 CELONI HOSPITALITY, LLC DBA RECREO CANTINA

Request for Entertainment Use Permit time extension to continue to allow live indoor and outdoor entertainment, at 28 S San Marcos Place, generally located ¼ mile south of the southwest corner of Arizona Avenue and Chandler Boulevard.

Recommended Conditions of Approval

1. Substantial expansion or modification beyond the approved exhibits (Floor Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.

2. The site shall be maintained in a clean and orderly manner.

3. The hours of live entertainment shall be limited to the following days and times:

Monday-Thursday	11:00 am to 10:00 pm
Friday and Saturday	11:00 am to 12:00 am

4. Entertainment uses shall be controlled so as to not unreasonably disturb area residents.

5. The establishment shall provide a contact phone number for a responsible person (i.e. bar owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

10. Notice of Cancellation of the September 4, 2024, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel the September 4, 2024 Planning and Zoning Commission Hearing.

Consent Agenda Motion and Vote

COMMISSIONER LOPEZ moved to approve the Consent Agenda of the August 21, 2024, Regular Planning and Zoning Commission Meeting with stipulations presented by staff, modified stipulation no. 5 on Item no. 4, and noting that Item no. 7 is withdrawn; Seconded by COMMISSIONER QUINN.

Motion carried unanimously (5-0).

Action Agenda Item No. 11 and Discussion

11. PLH24-0009 CHANDLER AND COOPER RETAIL/ SHOPS A

DASRY OMER, ASSOCIATE PLANNER presented details regarding the request for Preliminary Development Plan approval for a new drive-through building located at the northwest corner of Cooper Road and Chandler Boulevard.

CHAIRMAN HEUMANN acknowledged staff's concerns about pedestrian access from Cooper Road and stated that he does not have an issue with the drive-thru, but he would like to focus on ensuring safety. He mentioned that the Applicant and staff had worked together on a stipulation to address this issue and asked that it be read into the record.

DASRY OMER, ASSOCIATE PLANNER read aloud the proposed stipulation:

> The applicant shall work with staff to incorporate a raised speed table at the drive-through exit and incorporate textured paving adjacent to all pedestrian crossings.

CHAIRMAN HEUMANN mentioned there were discussions about widening pedestrian pathways and requested that this be added to the stipulation.

DASRY OMER, ASSOCIATE PLANNER agreed to make the addition.

BRENNAN RAY, APPLICANT agreed to the stipulation regarding the speed table and textured paving. He emphasized that this is an infill site that has been zoned for a long time and although next to Walmart has not developed. He explained that the Applicant has worked with staff on the design of the building, architecture, and traffic mitigation to ensure that if recommended for approval by the Commission that it will fit in within the area. He further explained that pedestrian pathways would be enhanced with paving approximately wider than five feet, although he does not know what the measurement would be. He reiterated that the design and architecture of the building had been carefully planned and suggested that additional stipulation reflect that enhanced paving or textured paving must be used, therefore the outcome is above and beyond what has been shown in the plans as the Applicant is agreeable to that.

CHAIRMAN HEUMANN thanked the Applicant and sought clarification on the widening of the pedestrian crossings.

BRENNAN RAY, APPLICANT clarified that the width of the pedestrian crossing in question is approximately eight to nine feet and not the five feet that is showing.

KEVIN MAYO, PLANNING ADMINISTRATOR confirmed that the pedestrian crossings would be widened to around nine feet to ensure proper spacing.

CHAIRMAN HEUMANN asked if this could be added to the stipulation.

COMMISSIONER LOPEZ sought clarification on what the textured pavement would be.

BRENNAN RAY, APPLICANT stated the Applicant is not completely sure what the textured payment will be and assured the Commission that the Applicant will be working closely with staff on this.

KEVIN MAYO, PLANNING ADMINISTRATOR stated the center as a whole has textured paving at different pedestrian crossings. He mentioned that he was the original Planner for this site over twenty years ago and believed the textured paving was accomplished with pavers. He stated there are details approved in the original development for the type of paver that was used and staff would want it to be matched to something that closely resembles it. He further stated the intent is it matches and provides a physical audible awareness that your crossing something other than just a drive aisle.

CHAIRMAN HEUMANN asked staff to read aloud the amended stipulation.

DASRY OMER, ASSOCIATE PLANNER read aloud stipulation no. 8:

> The applicant shall work with staff to incorporate a raised speed table at the drive-through exit and incorporate 9-foot-wide textured paving adjacent to all pedestrian crossings.

Action Agenda Item No. 11 Motion and Vote

Alternative Motion

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH24-0009 Chandler and Cooper Retail - Shops A for a new drive-through building, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval

1. Development shall be in substantial conformance with the Development Booklet, entitled "PLH24-0009 Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0009 Chandler and Cooper Retail - Shops A, modified by such

conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Two canopies shall be provided over the drive-through lane between the existing Walmart and the proposed building as shown in the site plan and shall match the architectural theme of the center.

3. Decorative paving and pedestrian crossing signs shall be provided at each of the two drive-through and sidewalk intersections.

4. The site shall be maintained in a clean and orderly manner.

5. All signage shall be reviewed under a separate permit and comply with the City of Chandler's Sign Code.

6. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, deceleration lanes, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

7. 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.

Note: Stipulation no. 8 was added as a result of discussions held at the Planning and Zoning Commission Hearing this date:

8. The Applicant shall work with staff to incorporate a raised speed table at the drive-through exit and incorporate 9-foot wide textured paving adjacent to all pedestrian crossings.

COMMISSIONER LOPEZ moved to approve Action Agenda Item no. 11 of the August 21, 2024, Regular Planning and Zoning Commission Meeting with stipulations presented by staff, including added stipulation no. 8; Seconded by COMMISSIONER GOLLA.

Motion carried unanimously (5-0).

Member Comments/Announcements

LAUREN SCHUMANN, PRINCIPAL PLANNER stated with the end of August approaching, staff is considering canceling one of the two Planning and Zoning Commission meetings every month as Council meets only one week for each of the remaining months for the year. She advised the Commission to be on the lookout for an email listing the dates we plan on anticipating having for the last four months of the year.

KEVIN MAYO, PLANNING ADMINISTRATOR stated that staff will start taking a different approach to Planning and Zoning Commission as he will now be off the dais and in the audience or absent. He emphasized the importance of training the next generation of planners and explained the purpose is to train and transition his duties to David, Lauren, and other staff members. He thanked the Commission and stated that they will see him fading off Planning and Zoning Meetings and focusing more on City Council.

CHAIRMAN HEUMANN wished everyone a safe and happy Labor Day. He thanked the Planning Administrator and assured the Commission would be kind to staff as they transitioned into new responsibilities.

Calendar

The next regular meeting will be held on Wednesday, September 18, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:50 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman

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City Council Memorandum Management Services Memo No. MS 25-041

Date: October 17, 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 September 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 $10,000. 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

Sept 2024 Administrative Contract approvals

Informational Procurement Council Item – September 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.: 4652, Amendment No. 1
Subject: Digital Marketing Consulting Services
Contractor: Bright Bros.
Value: $60,000.00
Notes: Provides for digital marketing consulting services for the Communications and Public Affairs Department.

Agreement No.: SW2-926-4419, Amendment No. 2
Subject: Household Hazardous Waste Disposal Services
Contractor: Kary Environmental Services, Inc.
Value: $70,000.00
Notes: Provides for the disposal of household hazardous waste collected at the RSWCC.

Agreement No.: 4634, Amendment 1
Subject: Lockbox Services
Contractor: JPMorgan
Value: $70,000.00
Notes: Provides for the processing of checks received for payment for utility services.

Agreement No.: ST2307.502
Subject: SRP Willis Road & UPRR Street Improvements
Contractor: Salt River Project
Value: $59,880.00
Notes: Pre-design, design & preconstruction services.

Agreement No.: ST2406.201
Subject: South Quiet Zone - Ocotillo Rd to Riggs Rd
Contractor: Stanley
Value: $47,011.23
Notes: Services for the design, permitting, development of construction documents, and specified construction administration for the development of an extension of the City's quiet Zone Railroad Crossing for four (4) public highway-rail grade crossings, located along Queen Creek Road, Ocotillo Road, Chandler Heights Road, and Riggs Road.

Agreement No.: DS2201.271
Subject: Outside Plant Fiber Telecommunications Remote Bldgs. - Veteran's Oasis

Contractor: Kimley-Horn and Associates, Inc

Value: $33,260.00
Notes: Pre-construction assistance and engineering design services during construction.

Agreement No.: DS2201.272
Subject: Outside Plant Fiber Telecommunications Remote Bldgs. - Public Safety
Contractor: Kimley-Horn and Associates, Inc
Value: $33,915.00
Notes: Pre-construction assistance and engineering design services during construction.

Agreement No.: WA2203.201
Subject: Water Main Replacement 2022
Contractor: GHD, Inc.
Value: $52,292.50
Notes: Provide list of additional properties, easement exhibit, and additional public outreach activities.

Agreement No.: ST2410.201
Subject: Alma School Rd and Ocotillo Rd Southbound Median Curb
Contractor: Stantec Consulting Services Inc
Value: $65,516.59
Notes: Design, permitting, development of construction documents for roadway improvement.

Agreement No.: DS2502.451
Subject: Fiber to the Home (FTTH) Inspections
Contractor: Consultant Engineering, Inc.
Value: $82,930.00
Notes: Inspection and documentation of construction activities for utility work in the right of way and utility easements.

Agreement No.: DS2501.451
Subject: FTTH Inspections - Sunrise
Contractor: Sunrise Engineering, Inc.
Value: $83,005.00
Notes: On-call inspection services for telecommunications and utility franchises (TUF) projects.

Agreement No.: ST1614.451
Subject: Chandler Heights Rd. Improvement - McQueen Rd. to Gilbert Rd.
Contractor: Ritoch Powell & Associates Consulting Engineers, Inc.
Value: $90,782.56
Notes: Additional time and materials compensation to provide construction administration, management, and inspection services.

Agreement No.: PR2106.504
Subject: Ryan Road and Union Pacific Railroad Improvements

Contractor: Salt River Project
Value: $94,340.00
Notes: Design engineering and administrative services.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes: