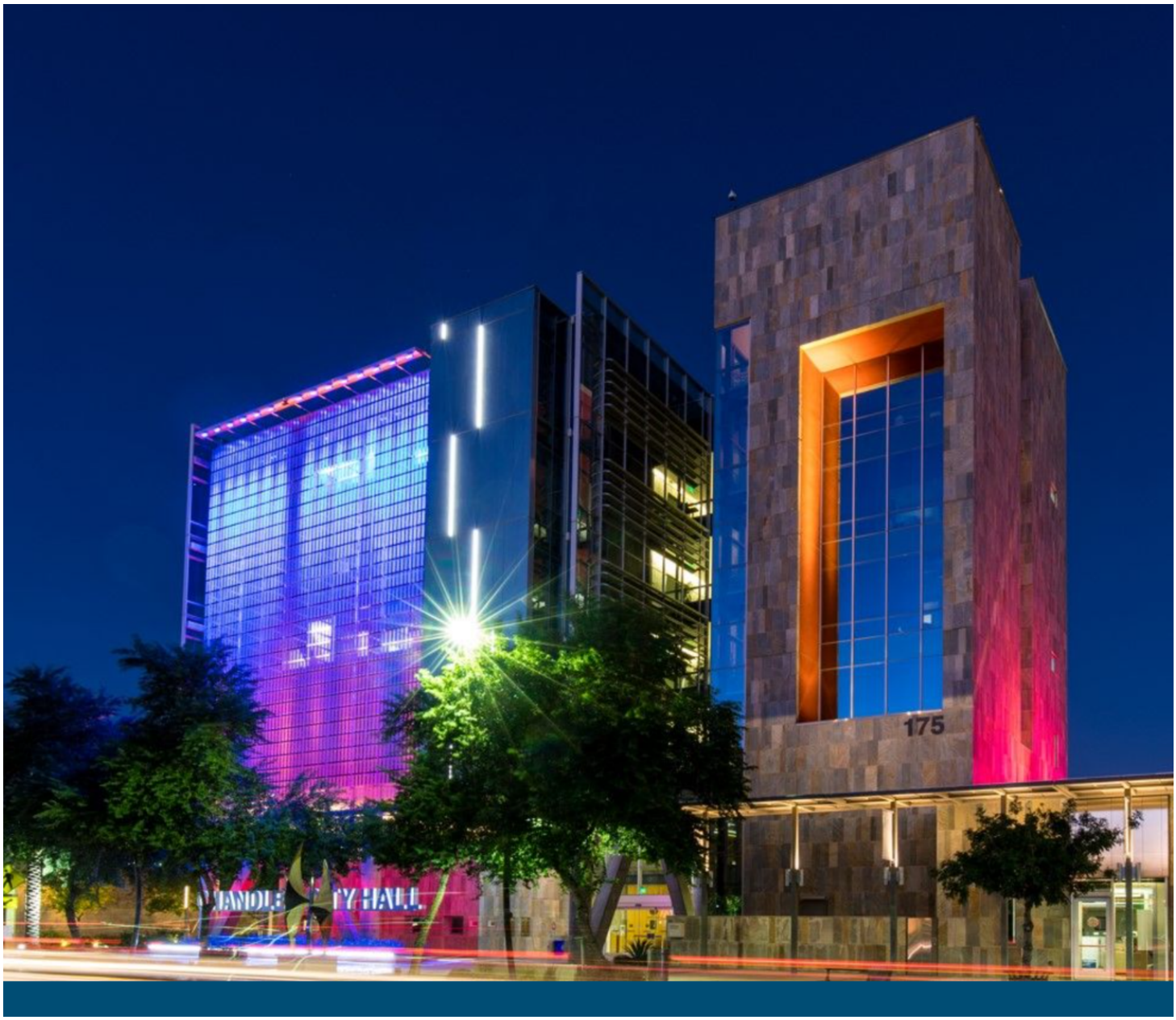


City Council Study Session

Monday, February 3, 2025
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation

Back row
Councilmember Matt Orlando, Councilmember OD Harris, Councilmember Jane Poston, Councilmember Jennifer Hawkins

Front row
Vice Mayor Christine Ellis, Mayor Kevin Hartke, Councilmember Angel Encinas

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 STUDY SESSION open to the public on Monday, February 3, 2025, immediately following the Special Meeting, which follows the Public Housing Authority Commission which begins 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.

Study Session Agenda

Call to Order

Roll Call

Scheduled Public Appearances

1. Service Recognitions

2. Proclamation: Anti-Human Trafficking Month

3. Proclamation: Teen Dating Violence Awareness Month

4. Brian Fox - Comments Regarding the City Attorney, City Manager, and Mayor and Council to Deny his Codified Rights and Duties

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.

City Clerk

1. **Approval of Minutes**
   Move City Council approve the Council meeting minutes of the Work Session of January 23, 2025, and the Regular Meeting of January 23, 2025.

2. **Boards and Commissions Member Appointments**
   Move City Council approve the Board and Commission appointments as recommended.

Cultural Development

3. **Job Order Project Agreement No. GG2402.401 with SDB, Inc., Pursuant to Job Order Master Agreement No. JOC2402.401, for the Overstreet Parking Structure Fence**
   Move City Council award Job Order Project Agreement No. GG2402.401 to SDB, Inc., Pursuant to Job Order Master Agreement No. JOC2402.401, for the Overstreet Parking Structure Fence, in an amount not to exceed $166,555.29.

Council Focus Area(s):

Development Services

4. **Ordinance No. 5116, Introduction and Tentative Adoption of Rezoning and Preliminary Development Plan, PLH24-0024 Costco Business Center, Located at the Southwest Corner of Alma School Road and Pecos Road**

   Rezoning
   Move City Council introduce and tentatively adopt Ordinance No. 5116 approving PLH24-0024 Costco Business Center, Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the conditions as recommended by Planning and Zoning Commission.

   Preliminary Development Plan
   Move City Council approve Preliminary Development Plan PLH24-0024 Costco Business Center for site layout and conceptual building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

   Council Focus Area(s):

5. **Resolution No. 5872, General Plan Update 2026 Public Participation Plan, Adopting Written Procedures for Public Participation in the Update of the Chandler General Plan**

   Move City Council pass and adopt Resolution No. 5872 General Plan Update 2026 Public Participation Plan, establishing written procedures to provide effective, early, and continuous public participation in the General Plan update process.

   Council Focus Area(s):

6. **Final Adoption of Ordinance No. 5118, establishing a General Plan Resident Advisory Committee**

   Move City Council adopt Ordinance No. 5118, establishing a Resident Advisory Committee to guide staff and consultants in the Chandler General Plan Update.

Council Focus Area(s):

7. **Construction Agreement No. DS2202.401 with Sunland Asphalt & Construction, LLC, for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road**

   Move City Council award Construction Agreement No. DS2202.401 to Sunland Asphalt & Construction, LLC, for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road, in an amount not to exceed $1,024,917.

   Council Focus Area(s):

8. **Use Permit, PLH24-0037 ZJMKR, LLC, 542 W Chandler Boulevard, Generally Located 1/2 Mile West of the Northwest Corner of Arizona Avenue and Chandler Boulevard**

   Move City Council approve Use Permit, PLH24-0037 ZJMKR, LLC, for the continued use of a residential home zoned Single-Family District (SF-8.5) as a general office subject to the conditions as recommended by the Planning and Zoning Commission.

   Council Focus Area(s):

Fire Department

9. **Agreement No. FD2-340-4440, Amendment No. 2, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for Fire Turnouts and Personal Protective Equipment (PPE)**

   Move City Council approve Agreement No. FD2-340-4440, Amendment No. 2, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for fire turnouts and PPE, in a combined amount not to exceed $300,000, for a one-year term, February 1, 2025, through January 31, 2026.

   Council Focus Area(s):

Information Technology

10. **Purchase of Microsoft Unified Enterprise Support**

    Move City Council approve the purchase of Microsoft unified enterprise support, from SHI International Corp., utilizing the NASPO Contract No. AR2488, in an amount not to exceed $136,975.

    Council Focus Area(s):

Management Services

11. **New License Series 6, Bar Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Round One Entertainment, Inc., DBA Round1 Bowling & Arcade**

    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 321459, a Series 6, Bar Liquor License, for Andrea Dahlman Lewkowitz, Agent, Round One Entertainment, Inc., DBA Round1 Bowling & Arcade, located at 3177 W. Chandler Boulevard, and approval of the City of Chandler, Series 6, Bar Liquor License No. 308782.

    Council Focus Area(s):

12. **New License Series 10, Beer and Wine Store Liquor License Application for Gian J Rondon, Agent, Coby's, LLC, DBA Coby's**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 319258, a Series 10, Beer and Wine Store Liquor License, for Gian J. Rondon, Agent, Coby's, LLC, DBA Coby's, located at 570 E. Galveston Street, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 202048.

Council Focus Area(s):

Neighborhood Resources

13. **Resolution No. 5870, rescinding Resolution No. 5361 which authorized extended use of temporary signage to promote Chandler businesses, and authorizing the Zoning Administrator to waive provisions of Chapter 39-10 of the Chandler City Code as reasonably necessary to promote Chandler businesses during the COVID-19 Coronavirus Pandemic**

Move City Council Pass and Adopt Resolution No. 5870, rescinding Resolution No. 5361 which authorized extended use of temporary signage to promote Chandler businesses, and authorizing the Zoning Administrator to waive provisions of Chapter 39-10 of the Chandler City Code as reasonably necessary to promote Chandler businesses during the COVID-19 Coronavirus Pandemic.

Council Focus Area(s):

Police Department

14. **Purchase of Mobile Communication Services**

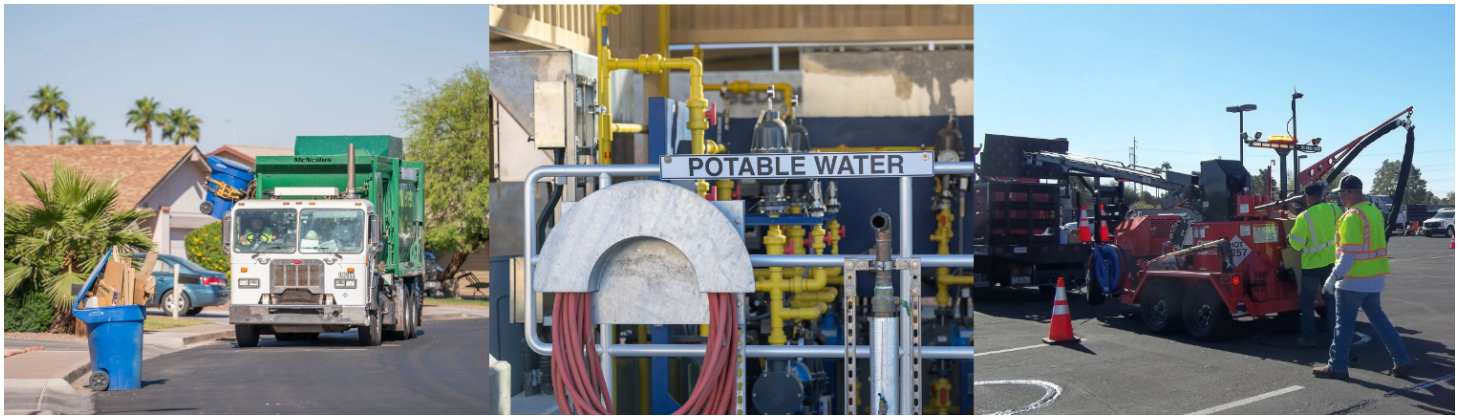
Move City Council approve the purchase of mobile communication services, from AT&T FirstNet, utilizing the State of Arizona Contract No. CTR052804, in an amount not to exceed $170,000.

Council Focus Area(s):

15. **Agreement No. PD3-200-4510, Amendment No. 4, with FX Tactical, LLC, and Skaggs Companies, Inc., for Police Uniforms**

Move City Council approve Agreement No. PD3-200-4510, Amendment No. 4, with FX Tactical, LLC, and Skaggs Companies, Inc., for police uniforms, in the amount of $600,000.

Council Focus Area(s):



Public Works and Utilities

16. **Resolution No. 5851 Authorizing the Acquisition of Real Property in Fee or by Easement Required for the Ray Road and Dobson Road Intersection Improvement, Project No. ST2103**

Move City Council pass and adopt Resolution No. 5851, authorizing the acquisition of real property in fee or by easement as needed for the Ray Road and Dobson Road Improvement, Project No. ST2103; authorizing the city's real estate administrator to sign, on behalf of the city, the purchase agreements and any other documents necessary to facilitate the acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and obtain immediate possession thereof; and, authorizing relocation assistance as may be required by law.

Council Focus Area(s):

17. **Professional Services Agreement No. ST2103.501, SRP Engineering Services Agreement No. 2200531, with Salt River Project (SRP), for the Ray Road and Dobson Road Intersection Improvements Design Services**

Move City Council award Professional Services Agreement No. ST2103.501, SRP Engineering Services Agreement No. 2200531, to SRP, for the Ray Road and Dobson Road Intersection Improvements Design Services, in an amount not to exceed $113,080.

Council Focus Area(s):

18. **Resolution No. 5862, Intergovernmental Agreement Between the City of Chandler and Roosevelt Water Conservation District, for Design and Construction to Relocate Irrigation System Facilities Impacted by Cooper Road/Insight Way Loop Extension Improvements**

Move City Council pass and adopt Resolution No. 5862, approving an Intergovernmental Agreement between the City of Chandler and Roosevelt Water Conservation District, for design and construction to relocate irrigation system facilities impacted by Cooper Road/Insight Way Loop Extension Improvements, in an amount not to exceed $58,223.

Council Focus Area(s):

19. **Professional Services Agreement No. WW2110.101, Amendment No. 5, with Construction Product Marketing, LLC, dba CPM Pipelines, for the Air Release Valve (ARV) Study and Rehabilitation Consultant Services**

Move City Council award Professional Services Agreement No. WW2110.101, Amendment No. 5, to Construction Product Marketing, LLC, dba CPM Pipelines, for the ARV Study and Rehabilitation Consultant Services, in an amount of $181,007.79.

Council Focus Area(s):

20. **Professional Services Agreement No. WA2409.201, with GHD, Inc., for the Olsen Addition Main Replacement Design Services**

Move City Council award Professional Services Agreement No. WA2409.201, to GHD, Inc., for the Olsen Addition Main Replacement Design Services, in an amount not to exceed $390,999.

Council Focus Area(s):

Informational

21. **November 20, 2024, Planning and Zoning Commission Meeting Minutes**

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

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

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

Date:	February 03, 2025
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	Approval of Minutes

Proposed Motion:

Move City Council approve the Council meeting minutes of the Work Session of January 23, 2025, and the Regular Meeting of January 23, 2025.

Attachments

Minutes of the Work Session held on January 23, 2025

Minutes of the Regular Meeting held on January 23, 2025

Meeting Minutes
City Council Work Session

January 23, 2025 | 4:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 4:00 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Christine Ellis
Councilmember Jane Poston
Councilmember Matt Orlando
Councilmember OD Harris
Councilmember Jennifer Hawkins

*Councilmember Harris attended telephonically.

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

Absent
Councilmember Angel Encinas

Staff in Attendance
Andy Bass, Deputy City Manager
Ryan Peters, Strategic Initiatives Director
Leah Powell, Neighborhood Resources Director
Riann Balch, Community Resources Senior Manager
Bryan Chapman, Police Chief
Alexis Apodaca, Mayor & Council Public Affairs Senior Manager
Jason Crampton, Transportation Planning Manager
Cherie Stone, Government Relations Senior Program Manager
Matt Burdick, Communications & Public Affairs Director
Dawn Gingerich, Assistant City Attorney

Discussion

1. Presentation and Discussion on Homelessness Programs, the Grants Pass Decision, Proposition 312, and Proposed Urban Camping and Use of Transit Facilities Regulations

   Notice of Executive Session
   Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.01, notice is hereby given to the general public that the Chandler City Council may hold an Executive Session on Thursday, January 23, 2025, during the Work Session which begins at 4:00 p.m. The Executive Session, if called, will be held in the Council Chambers Conference Room, 88 E. Chicago Street, Chandler, AZ.

   1. Legal Advice - A.R.S § 38-431.03(A)(3)
   Discussion or consultation with the City Attorney for legal advice regarding legal impacts of the Supreme Court ruling in Grants Pass, Oregon v. Johnson on urban camping and transit facility regulations and Arizona Proposition 312 Arizona Immigration and Border Law Enforcement Measure.

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the discussion item.

LEAH POWELL, Neighborhood Resources Director, presented the following presentation.

- Homelessness, the Grants Pass Decision and Proposition 312
- Homelessness in Maricopa County
  - There are more people entering homelessness than leaving homelessness.
    - From October 2023 – September 2024, there were 19 new people experiencing homelessness for every 10 people finding housing.
  - There is still a significant number of new people entering homelessness each month.
    - In September 2024, 933 households experienced homelessness for the first time, averaging 948 households per month over the last year.
  - Over the past year, 31,201 unique people have been served through street outreach, emergency shelter, and transitional housing.
  - Maricopa County Point In Time count taking place on January 28th.
  - Source: Maricopa Regional Homeless Management Information System (HMIS)
- Homelessness in Maricopa County
  - Breakdown of people experiencing homelessness (HMIS)
  - 2024 highest number of evictions in history (Maricopa County Justice Courts)
- Homelessness in Chandler
  - Served 906 unduplicated persons, including 248 persons in 65 families (23%) in a one-year period between October 2023 and September 2024. (HMIS)

- Of the 9 encampments identified in the last one-year period, three were on commercial property, 4 were on Railroad property and 2 were on city property not for public use.

MAYOR HARTKE asked if this definition involved couch surfers, individuals experiencing chronic homelessness, or all forms of homelessness.

MS. POWELL stated that it could include all forms of homelessness, referring to anyone who has interacted with the navigators and has self-identified as experiencing homelessness.

MAYOR HARTKE asked about couch surfing, which would technically classify someone as homeless. This means that the individual has no permanent residence but is not on the shelter list for the night.

MS. POWELL stated that under that situation, the definition would be considered “unsheltered”. However, it could also refer to someone who has housing but chooses to remain on the street.

COUNCILMEMBER POSTON asked to clarify the approach to different encampments based on their locations, such as commercial, city, or railroad.

MS. POWELL stated that nine encampments had been identified in the last year located on the street or properties. This does not include the bus stops. Typically, encampments occur on commercial property, railroad property, and city property where someone stays. There is an accumulation of their belongings, indicating that they sleep there. The navigation team, code enforcement, and the police department work together in commercial property cases to issue a trespass notice and facilitate the required paperwork through the police department to prompt the individual to vacate the premises. The property is cleaned up afterward. On occasions where items are found on the property, such as an alley, the responsibility will not fall on the homeowners to clean the alley. If the encampment is in an alley or on city property, the hauling contractor will be sent to clean it up. The navigation team, code enforcement, and the police department remain involved in these efforts. As for the railroad, they are expected to manage the cleanup.

COUNCILMEMBER POSTON asked if the property belongs to the railroad does staff collaborate with them to address the cleanup.

MS. POWELL said collaboration does occur because it is their property.

COUNCILMEMBER POSTON asked if the railroad company is notified.

MS. POWELL stated code enforcement provides notification. Occasionally, a hauling contractor is used to clean up quickly.

COUNCILMEMBER POSTON said that in addition to the cleanup, we are also trying to work with the individual to provide services.

MS. POWELL said yes.

MS. POWELL continued the presentation.

- Regional Collaboration
    - Participation in Regional Planning and Coordination
        - Continuum of Care Local Jurisdiction Collaborative (committee member)
        - Continuum of Care Lived Experience Collaborative (committee member)
    - Participation in Regional Activities
        - Coordinated Entry Access Point
        - Point-In-Time Count
        - Heat Relief Network
    - Participate in Statewide Evaluation Project of ADOH Flexible Funds

MAYOR HARTKE said cities receive requests to add overnight shelter services on extreme nights. The question was raised about whether there is a capacity to explore this further and if there are individuals or organizations besides I-HELP who could assist with such an initiative.

MS. POWELL said that the Salvation Army has been a shelter service partner for the past couple of years. Discussions are ongoing, but it is still uncertain whether the Salvation Army will continue as a partner this year, and there is also uncertainty regarding where heat relief will be provided. There is always communication with I-HELP; the navigation team has regular conversations to assess their capacity. There are constraints related to shelter locations and sizes.

MAYOR HARTKE explained further that extreme nights where when that temperatures do not drop below 90 degrees. He mentioned the importance of finding somewhere for people to cool off and take showers throughout the night rather than merely escaping the daytime heat.

MS. POWELL continued the presentation.

- Affordable Housing
    - New Construction of 407 affordable units
        - 135 for current families
        - 239 for new families
    - 135 additional units of public housing
    - 11 affordable scattered site units
    - 495 Housing Choice Vouchers
    - 10 VASH Vouchers

MAYOR HARTKE asked whether the affordable housing units had been challenging to fill, noting that many requirements were involved.

MS. POWELL said all units have been filled.

VICE MAYOR ELLIS asked if the 20 VASH vouchers included the 10 that were recently mentioned.

MS. POWELL said that the 10 new vouchers found are the maximum that can be obtained, as the vouchers are though HUD.

VICE MAYOR ELLIS asked if there is a specific threshold to determine a fixed amount.

MS. POWELL said there is likely a formula used, and she will look for more information on that.

VICE MAYOR ELLIS said that if they use the resources effectively, more support can be provided. Vice Mayor Ellis asked about what actions could be taken to encourage additional contributions.

MS. POWELL said more information can be provided later.

COUNCILMEMBER ORLANDO asked about the VA and if these veteran voucher allocations are filled.

MS. POWELL said that finding veterans is not the main issue; instead, it is the time-intensive process of ensuring everyone connects to services.

MS. POWELL continued the presentation.

- Continuum of Homeless Services in Chandler
- Community Navigation Team
    - 7 days/week, 13.5 hours/day
    - Outreach and Engagement (Chandler Connect)
    - Non-Congregate Shelter (Operation Open Door)
    - Support Court
    - Connections to Services and Housing
    - Sober Living
    - Professional Credentials

MAYOR HARTKE asked if there a systematic approach to gathering outreach information from social media.

MS. POWELL said she frequently checks Nextdoor for Code Enforcement and Neighborhood program notifications. She also receives alerts from the Citizen app. The Community Development division publicizes their contact number widely. One great benefit is that public safety dispatch

sends navigators for welfare checks; if a navigator needs police assistance, they can call an officer. This ensures a more efficient use of police resources.

MS. POWELL continued the presentation.

- Housing Stability Team
    - Landlord Recruitment and Engagement
    - Housing Search and Selection
    - Move-In Assistance
    - Furniture and Move-In Supplies
    - Moving Services
    - Housing Stability Case Management
    - Community Integration
    - Follow-Up Care

VICE MAYOR ELLIS asked about the $2,200 rental fee and whether it covers one or two-bedroom units.

MS. POWELL said it mainly covers one-bedroom units.

RIANN BALCH, Community Resources Senior Manager, said that the $2,200 is an average cost; some individuals may need their past eviction, or a portion of their deposit paid. Funding comes from county and state sources, each with specific requirements. $2,200 is the average cost to help someone get into an apartment, totaling $5,000.

MS. POWELL said that the $2,200 is primarily for the new apartment, as Ms. Balch mentioned the additional $2,000 is for eviction payoffs and related expenses in many cases. Ms. Powell also acknowledged Ms. Balch's point about striving to be the fund of last resort, utilizing whatever other resources are available first.

MS. POWELL continued the presentation.

- Chandler Connect: FY 2023-2024
    - Served 621 households, including 782 persons
    - 35% chronically homeless
    - 10% in the program over 365 days
        - 1 contact – 41%
        - 2-9 contacts – 57%
        - 10+ contacts – 2%

VICE MAYOR ELLIS said 42% of the individuals affected were due to evictions, particularly among adults aged 35 to 54. Vice Mayor Ellis questioned whether this statistic is related to addiction.

MS. POWELL said that mental health and addiction issues have been the demographic of homelessness, particularly among men aged 35 to 54. This group remains consistent, but it can also include family members. Therefore, homelessness affects not only single individuals but also families and parents.

VICE MAYOR ELLIS said that housing is the key but observed that some populations may face additional struggle in remaining housed.

MS. POWELL said institutional settings like sober living or detox support mental health and addiction recovery, increasing chances of success in housing situations.

MAYOR HARTKE asked whether this trend is typical for the region and if Chandler has had any changes over the years.

MS. BALCH said that this profile is typical.

COUNCILMEMBER ORLANDO inquired about the one contact - 41% statistic. It has been noted that individuals required to participate in a diversion program mandated by the court system often have varying success rates.

MS. BALCH said there is the opportunity to build a tracking system because of the prioritization of opioid settlement funds. They aim to assist individuals in sober living programs, where initially, they typically cover the first month's expenses. The intent is for these individuals to find employment and transition to self-sufficiency. However, individuals may exit the system before follow-up can occur. Therefore, a system is being developed to track and assess the outcomes of investment in sober living. While specific numbers are not yet available, there is a commitment to gathering this data.

COUNCILMEMBER ORLANDO asked whether the court mandate includes sober living or if it is separate.

MS. BALCH said the funds being spent are not allocated for court-mandated services. Instead, the expenditures are directed towards unsheltered individuals or those already within housing programs. Issues related to addiction or behavioral health are preventing these individuals from maintaining stable housing. Therefore, there is a need to divert some individuals to sober living arrangements temporarily; however, none of these arrangements apply to court mandates.

COUNCILMEMBER ORLANDO inquired if there were any statistics available from the courts on the success of this program.

MS. BALCH said staff will follow up with statistics.

VICE MAYOR ELLIS said that a petition is necessary when mental health assessments show someone cannot safely return to the streets or manage their medication. The petition information goes to the court and the facility where the person stays. During this time, it is mandated that they remain compliant with their treatment. If they leave the program, the authorities will intervene and ensure their return.

MS. POWEL said that the navigation team handles petitions; they gather and submit the necessary paperwork to the court. Furthermore, the navigation team frequently petitions on behalf of individuals.

MS. POWELL continued the presentation.

- Operation Open Door: FY 2023-2024
    - Served 171 households, including 356 person
    - 98% positive outcomes

MAYOR HARTKE asked about the average duration of time people spend in these programs.

MS. POWELL said the hotel program has a duration of 77 days.

MS. POWELL continued the presentation.

- Change-Up Campaign
    - Public awareness and fundraising Campaign
    - Reduces panhandling and foot traffic
    - Encourages use of services
    - Supports Chandler Homeless Programs
    - Receive average $8,500/year
        - ($53,000 since program began)
    - Collaboration with regional Smart Giving Campaign, increased local education

MAYOR HARTKE asked if For Our City – Chandler is still a recipient and how funds are managed.

MS. POWELL said the organization manages the funds and collaborates with the navigation team to ensure they are distributed appropriately.

KELLY SCHWAB, City Attorney, presented the following slides.

- Case Law Update
    - 2018 & 2019, Martin v. City of Boise – Unanimous decision finding that Boise's prohibition against sleeping in public violates the Eighth Amendment's prohibition on cruel and unusual punishment when there is no access to alternative shelter. Subsequent 9th Circuit cases confirm and even expand on this ruling.
    - Practical Application:
        - Homeless individuals > shelter beds = no enforcement

        - Individualized review for “practical” availability
        - Significant impediment to enforcement
    - 2024, City of Grants Pass v. Johnson – Eighth Amendment prohibition against cruel and unusual punishment does not prohibit enforcement of generally applicable laws regulating camping on public property.
- Arizona Proposition 312
    - Ballot measure approved in November 2024, codified in A.R.S. § 42-17451, effective January 1, 2025 – December 31, 2035.
    - Allows a property owner to seek reimbursement of city property taxes in the amount of documented, reasonable expenses incurred to mitigate the effects of a city:
        - adopting and following a policy, pattern or practice declining to enforce existing laws prohibiting illegal camping, obstructing a public thoroughfare, loitering, panhandling, urinating or defecating in public, consuming alcoholic beverages in public, or possessing or using illegal substances; or
        - maintaining a public nuisance.
    - Potential litigation. Enforcement will be key.

COUNCILMEMBER ORLANDO said the issue is broad and subjective, leaving the question of where this proposition could be applied. He gave an example in a commercial environment where two individuals were present for three days. Despite contacting the police and navigation services, no action was taken. Councilmember Orlando said theoretically, under this law, individuals could claim a rebate on their taxes and questioned how far back that claim could extend for those three days or whether it would not be possible at all.

MS. SCHWAB said many unknowns in the law will be clarified through litigation. However, currently, only the law must be considered. The Department of Revenue has issued guidelines on how they will address requests for reimbursement of primary properties, and they will consider affidavits from property owners before passing that information on to the responsible jurisdiction. These jurisdictions will have the opportunity to respond, after which they can consider the primary property taxes paid for the year and allocate them to the property.

COUNCILMEMBER ORLANDO asked if the state conducts adjudication.

MS. SCHWAB said yes.

MAYOR HARTKE identified if this occurs in a city without a primary property tax there is not an alternative refund source.

MS. SCHWAB said that is correct, this will not apply to cities that do not have a primary property tax.

RYAN PETERS, Strategic Initiatives Director, presented the following slides.

- Existing Ordinances / Tools in Chandler
    - Parks – Chapter 31
        - Park hours are 6:00 a.m. to 10:30 p.m.
        - Camping or overnight parking is allowed by permit only
    - Public Right-of-Way – Chapter 46
        - May not obstruct a public place, highway, street, sidewalk, alley or other public right-of-way without a permit
    - Miscellaneous Offenses – Chapter 11
        - Obstructing police officers; defacing public or private property, dumping; urinating or defecating on sidewalks or public places or parks
    - Trespass – A.R.S. §§ 13-1502-1504
    - Currently no urban camping or transit ordinance in Chandler City Code

COUNCILMEMBER ORLANDO asked about the process for obtaining a permit for overnight camping at a park. He questioned whether such permits are typically issued for groups like the Boy Scouts or Girl Scouts or if individuals experiencing homelessness could also apply for a permit. Councilmember Orlando also asked about the duration of these permits.

ANDY BASS, Deputy City Manager, said that in the past, the permits were only issued during special events, which were the only occasions when it was available.

COUNCILMEMBER ORLANDO asked about obtaining a permit for overnight camping.

MR. BASS said only overnight camping permits tied to an established special event are issued.

MR. PETERS continued the presentation.

- What Are Other Cities Doing?
- Opportunities and Considerations
    - Transit Facilities: bus stops, transit stations and parking lots
    - Camping: citywide, not just parks (i.e., urban camping)
    - Special Considerations:
        - Removal or destruction of personal belongings is subject to 4th Amendment Search and Seizure protections
        - Continue to take a housing/services first approach to homelessness
- Transit Trends
    - Began tracking issues in May 2024
    - Weekly damages = $335, total to date = $8,030
    - Approximately 3 shelters per week need extensive clean-up/repair
    - Majority of camping at less than 20% shelters
    - 8 of 86 reported incidents involved camping
- Impact of Camping at Bus Shelters
    - Damage:

        - Bodily fluids/chemical spills
        - Graffiti
        - Broken/damaged plexiglass
        - Missing back panels
    - Usage and Operations:
        - Personal belongings/gear hinder normal use of facility
        - Added complexity for routine cleaning
        - More common outside of 8 a.m. – 5 p.m. hours

VICE MAYOR ELLIS asked about property damage and any instances of advertisers approaching the city to seek payment or clean-up assistance.

MR. PETERS said that there is a contract in place with a vendor who performs routine cleaning of bus shelters. If any issues are reported, they are promptly addressed. Regular maintenance encounters the need for repairs.

VICE MAYOR ELLIS inquired about the cleanup of the railroads and whether there was a charge to the railroad company.

MS. POWELL said that they have not been charging for cleanup, as this instance has not been occurring.

MR. PETERS said paying a vendor is paid to perform the service in a contract.

MR. PETERS continued the presentation.

- Impact of Camping at Park and Ride
    - Use of the building and facilities as shelter
    - Bus Operator and Passenger Safety/ Comfort
    - Access to Seating/ Boarding Areas
    - Overnight and RV Parking
    - Vehicle repair

MAYOR HARTKE asked if the primary response at a bus station is to send navigators instead of involving the police.

MR. PETERS said the primary response is to alert the navigators to monitor the individual and address the issue. Sometimes, maintenance personnel need to complete tasks at a bus station. The camper at that spot might be disturbed during this process but may return afterward. A service-first approach is prioritized.

MAYOR HARTKE said the first response is to navigate the circumstances with our navigators.

MR. PETERS emphasized that catching criminal activity is difficult without police presence, video evidence, or other types of evidence gathering.

MAYOR HARTKE asked about the challenges of catching criminal activity and expressed concern regarding the confidence level of labeling actions as vandalism linked to homelessness.

MR. PETERS stated there will still be damages, but the presented effort aims to mitigate the damages associated with homelessness. Next, they will address any other damages that may arise.

MAYOR HARTKE said if someone contacts the city reporting a homeless person sleeping at the bus station, a wellness check can be arranged.

MR. PETERS said the phone number used to call can impact the response. If someone calls 911 for a service request, a law enforcement officer will likely be the first to assess the situation. They may then determine whether it is appropriate to transfer the case. If they reach Jason and his team, the initial contact will probably be with Leah and Riann.

MAYOR HARTKE said that at 11:00 PM, a 911 call would be required to receive a response for a potential wellness check. In contrast, a call made at 4:00 PM to someone more familiar with Chandler might lead to contacting Riann or Jason.

MS. POWELL said that if it is a non-emergency number for a welfare check during the day, the dispatcher might send a navigator directly to the location. She mentioned that they get dispatched directly for welfare checks during those times.

MAYOR HARTKE asked if other cities with camping rules or restrictions at parking lots or bus stations have seen a decline or increased cleanup efforts.

MR. PETERS said the knowledge of these camping bans and transit ordinances has reduced the frequency of camping at shelters. He noted that new codes are in place to address these issues, enhancing compliance without direct enforcement.

JASON CRAMPTON, Transportation Planning Manager, said various cities have posted signage at bus stops which has significantly contributed to improving understanding among the public.

MR. PETERS continued the presentation.

- Proposed Transit Ordinance
    - Time Limitation
        - One hour maximum time limit at transit stops
    - Late Night Operation
        - Transit stops are closed when bus service is not in operation

    - Personal Property
        - Property left at transit facilities would be considered abandoned
    - Overnight Parking
        - Prohibited at Park and Ride facilities

COUNCILMEMBER POSTON asked how the city is managing bicycles that are being left behind.

MR. PETERS said that analyzing bicycles is challenging as it concerns people's personal belongings.

MR. CRAMPTON said the proposed language of the new ordinance would allow for proper bicycle storage. It has not been strictly enforced it unless it was clear that no one would claim or use the bicycles ever.

COUNCILMEMBER POSTON said the failure to enforce laws may lead to individuals claiming property tax refunds.

MR. PETERS acknowledged that is under consideration but focused on how best to engage services.

MR. PETERS continued the presentation.

- Proposed Transit Ordinance – Enforcement
    - Penalties
        - Isolated Incident = Civil Infraction
        - Habitual Offenders = Class 1 Misdemeanor

COUNCILMEMBER ORLANDO asked if these penalties were consistent with other communities.

MS. SCHWAB said it is consistent with other communities and other provisions of city code.

COUNCILMEMBER ORLANDO asked if the court assesses whether an individual needs veteran or mental health assistance.

MS. SCHWAB said that when someone qualifies for specialty court, the prosecutors typically coordinate with navigators to inform the court. The existing process remains unchanged by the ordinances.

COUNCILMEMBER ORLANDO said this might encourage an individual to go to court.

MR. PETERS continued the presentation.

- Proposed Urban Camping Ordinance
    - Add to Chapter 11 of Chandler City Code (Misc. Offenses)
    - Define “Urban Camping”

    - Prohibit urban camping as follows:
        - On public property (as defined), except as expressly permitted
        - At City buildings, facilities, parking lots or structures
        - Within 500 feet of the boundary of a school, childcare facility, shelter, or City park
    - Exceptions:
        - Permission from the City, emergencies, or disaster/emergency relief camps
- Proposed Camping Ordinance Penalties
    - Class 1 misdemeanor
    - Warning issued prior to citation
    - Offender can accept social services in lieu of citation with agreement of Police Department
    - May include community restitution, education or treatment
- Enforcement Considerations
    - Property – subject to 4th Amendment protections against unreasonable search and seizure
    - Case law in multiple circuit courts is consistent on basic protections
    - If City removes property (i.e., cleans up camps or removes individuals), City may have to provide notice to owner and must determine if the items left behind are trash or property
    - Property must be stored so that owners have a reasonable opportunity to retrieve

COUNCILMEMBER ORLANDO asked if this practice of storing property is currently followed.

MR. PETERS said yes.

MR. PETERS continued the presentation.

- Next Steps
    - Continue to take a “services/housing first” approach to homelessness
    - Ensure continued operational and fiscal viability of homelessness and housing services
    - Assess budget considerations related to enforcement
    - Prepare draft urban camping and transit ordinance(s) and solicit targeted public comment – Underway
    - Return to City Council for consideration and action on final proposed
    - ordinance(s)
    - March 27, 2025, Council Meeting
    - Educate community (e.g., signage) on new laws and provide appropriate training to staff on new policies and procedures
        - Effective date of July 1, 2025
- Thank You

MAYOR HARTKE relayed a statement from Councilmember Encinas.

> COUNCILMEMBER ENCINAS asked for statistical data on the information presented that evening, which he had not seen regarding encampments in border urban areas of the city. He maintained that such occurrences are infrequent and that creating ordinances that impose penalties on individuals is not a productive path forward. Instead, he suggested prioritizing using navigator resources to provide the necessary support.

MAYOR HARTKE indicated that staff would update Councilmember Encinas and that they would have another opportunity to discuss this matter when it came before them.

COUNCILMEMBER POSTON asked about the costs of holding personal property.

MS. BALCH said Peoria currently has a contract for this service, which can range from $400 to $5,500 per incident, depending on the encampment size. The county aims to support police in moving individuals, allowing for quick vendor calls to wrap up belongings without extensive sorting. Each city might facilitate transporting individuals to a centralized location for collection. There are not exact costs yet, but existing contracts are being explored.

MAYOR HARTKE asked about a standard time for storage.

MS. BALCH said that, typically, due process allows for around 30 days of storage.

MS. SCHWAB added that Chandler currently stores personal property.

Public Comment

None.

Adjourn

The meeting was adjourned at 5:20 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: February 6, 2025

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 23rd day of January 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February, 2025.

_____

City Clerk

Meeting Minutes
City Council Regular Meeting

January 23, 2025 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:01 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Christine Ellis
Councilmember Jane Poston
Councilmember Matt Orlando
*Councilmember OD Harris
Councilmember Jennifer Hawkins

*Councilmember Harris attended virtually.

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

Absent
Councilmember Angel Encinas

Invocation
The invocation was given by Pastor Keith Shepard, Church of Christ.

Pledge of Allegiance
The Pledge of Allegiance was led by Councilmember Poston.

Scheduled Public Appearances
1. Chandler Unified School District - Arizona College Prep, Hamilton High School, and Casteel High School Named to Advanced Placement School Honor Roll

MAYOR HARTKE recognized Frank Narducci, Chandler Unified School District Superintendent; Rob Bickes, Arizona College Prep Principal; and Domonic Romero, Hamilton High School Principal.

SUPERINTENDENT NARDUCCI thanked Council and city staff for their support. These three schools are being recognized for achieving the Advanced Placement School Honor Roll for providing greater equitable access to AP courses and high completion rates of tests.

PRINCIPAL BICKES thanked Chandler Council and staff for their support.

PRINCIPAL ROMERO thanked the community for their support.

2. Parade of Lights Winners

MAYOR HARTKE invited Hermelinda Llamas, Special Events Senior Program Manager, to distribute the awards.

MS. LLAMAS presented the winners of the 2024 Parade of Lights.

Best Lit Musical or Dance Group
1st Place – Just Dance
1st Place – Motivating Movement Creative Space

Best Lit Community Group
2nd Place – San Tan Elementary School Student Council
1st Place – Legacy Traditional Schools

Best Lit Business Group
2nd Place – British Swim School
1st Place – Stars in Motion Dance School

Biggest and Brightest
1st Place – Copper State Four Wheelers

Judge's Choice
Just Dance

Consent Agenda and Discussion

Airport

1. Resolution No. 5861, Authorizing an Agreement with the Federal Aviation Administration to Accept an Airport Improvement Program Grant for the Runway 4R-22L Rehabilitation Project

Move City Council pass and adopt Resolution No. 5861, authorizing an agreement with the Federal Aviation Administration (FAA) to accept an Airport Improvement Program (AIP) grant in an amount not to exceed $4,500,000 for the Runway 4R-22L Rehabilitation Project.

City Clerk

2. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Work Session of December 9, 2024, the Special Joint Meeting of December 16, 2024, the Regular Meeting of January 9, 2025, and the Special Meeting of January 9, 2025.

City Manager

3. Construction Agreement No. ST2106.401 with Granite Construction Company, for the Frye Road Protected Bike Lanes
   Move City Council award Construction Agreement No. ST2106.401 to Granite Construction Company, for the Frye Road Protected Bike Lanes, in an amount not to exceed $11,099,566.

4. Professional Services Agreement No. ST2106.451, with Consultant Engineering, Inc., for the Frye Road Protected Bike Lanes Construction Management Services
   Move City Council award Professional Services Agreement No. ST2106.451 to Consultant Engineering, Inc., for the Frye Road Protected Bike Lanes Construction Management Services, in an amount not to exceed $1,411,913.

Community Services

5. Agreement No. CS5-910-4862, with UBM Enterprise, Inc., for Park Restroom Cleaning Services
   Move City Council approve Agreement No. CS5-910-4862, with UBM Enterprise, Inc., for park restroom cleaning services, in an amount not to exceed $183,500, for a one-year term, January 24, 2025, through January 23, 2026, with the option of up to four one-year extensions.

Development Services

6. Professional Services Agreement No. DS2401.201, with Dick & Fritsche Design Group, Inc., for the Traffic Management Center Building Design Services
   Move City Council award Professional Services Agreement No. DS2401.201 to Dick & Fritsche Design Group, Inc., for the Traffic Management Center Building Design Services, in an amount not to exceed $229,321.

7. Construction Management Services Agreement No. DS2501.451, Amendment No. 01, with Sunrise Engineering, Inc., for Fiber to the Home (FTTH) Inspections
   Move City Council award Construction Management Services Agreement No. DS2501.451, Amendment No. 01, to Sunrise Engineering, Inc., for Fiber to the Home (FTTH) inspections, in the amount of $372,392, for a revised contract amount not to exceed $455,397, and approve a contingency appropriation transfer from General Fund, Non-Departmental Cost

Center, Contingency Account, in the amount of $455,397, to General Fund, Engineering Cost Center, Professional Services Account.

8. Professional Construction Management Services Agreement No. DS2502.451, Amendment No. 01 with Consultant Engineering, Inc., for Fiber to the Home (FTTH) Inspections
Move City Council award Construction Management Services Agreement No. DS2502.451, Amendment No. 01, to Consultant Engineering, Inc., for Fiber to the Home (FTTH) inspections, in the amount of $352,920, for a revised contract amount not to exceed $435,850, and approve a contingency appropriation transfer from General Fund, Non-Departmental Cost Center, Contingency Account, in the amount of $435,850, to General Fund, Engineering Cost Center, Professional Services Account.

9. Professional Construction Management Services Agreement No. DS2503.451, with Horrocks, LLC, for Fiber to the Home (FTTH) Inspections
Move City Council award Professional Construction Management Services Agreement No. DS2503.451 to Horrocks, LLC, for Fiber to the Home (FTTH) inspections, in an amount not to exceed $371,374, and approve a contingency appropriation transfer from General Fund, Non-Departmental Cost Center, Contingency Account, in the amount of $371,374, to General Fund, Engineering Cost Center, Professional Services Account.

Facilities and Fleet

10. Agreement No. PD5-055-4859 for Public Safety Vehicle Upfitting Services
Move City Council approve Agreement No. PD5-055-4859 with Airwave Communications Enterprises, LLC; All Fleet Services; American Emergency Products, Inc.; MHQ of Arizona; Pride Outfitting, LLC; and Waltz Outfitting, LLC, for public safety vehicle upfitting services, for the period of February 1, 2025, through January 31, 2026, with the option of up to four additional one-year extensions.

Fire Department

11. Resolution No. 5864 Approving the State of Arizona Mutual Aid Compact
Move City Council pass and adopt Resolution No. 5864, authorizing the Arizona Mutual Aid Compact Agreement among the State of Arizona, various counties, tribes and local municipalities for dispatching mutual aid assistance during an emergency or disaster.

Information Technology

12. Purchase of Cisco Smartnet
Move City Council approve the purchase of Cisco Smartnet, from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-18, in the amount of $297,343.

13. Purchase of Palo Alto Firewalls
Move City Council approve the renewal of Palo Alto firewalls subscriptions and support, from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-18, in the amount of $224,097.

Management Services

14. Request to Add Sampling Privileges for a Series 10, Beer and Wine Store Liquor License for Camila Alarcon, Agent, Goosies Wine Shop, LLC, DBA Goosies Wine Shop
    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 317029, A Series 10 Sampling, Beer and Wine Store Liquor License for Camila Alarcon, Agent, Goosies Wine Shop, LLC, DBA Goosies Wine Shop, located at 2050 N. Alma School Road, Suite 4, and approval of the City of Chandler Series 10 Sampling, Beer and Wine Store Liquor License No. 307842 L10.

15. License Series 12, Restaurant Liquor License application for Jeffrey Craig Miller, Agent, The Mexicano-Chandler, LLC, DBA The Mexicano
    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 317469, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, The Mexicano-Chandler, LLC, DBA The Mexicano, located at 3095 W. Chandler Boulevard, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308687.

16. License Series 12, Restaurant Liquor License application for Theresa June Morse, Agent, TINTHEIFAMILY, LLC, DBA Nozomi Sushi House
    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 314101, a Series 12, Restaurant Liquor License, for Theresa June Morse, Agent, TINTHEIFAMILY, LLC, DBA Nozomi Sushi House, located at 4955 S. Alma School Road, Suite 4, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 308709.

Neighborhood Resources

17. Resolution No. 5865 Approving and Authorizing an Agreement for Services with Affordable Rental Movement of Save the Family Foundation of Arizona for the Acquisition and Rehabilitation of Two Single-Family Homes in Chandler
    Move City Council pass and adopt Resolution No. 5865 approving and authorizing an agreement for services with Affordable Rental Movement ("ARM") of Save the Family Foundation of Arizona for the acquisition and rehabilitation of two single-family homes in Chandler that will be leased to eligible individuals and families with low-income through HOME Investment Partnerships Program ("HOME") funds totaling $558,482.

18. Resolution No. 5866 Approving Amendment No. 2 to Intergovernmental Agreement No. CC-22-24-037-X-00 between Maricopa County and the City of Chandler to Accept Funds in the Amount of $40,000 for Delivery of Housing Stability Services
    Move City Council pass and adopt Resolution No. 5866 Approving Amendment No. 2 to Intergovernmental Agreement No. CC-22-24-037-X-00 between Maricopa County and the City of Chandler to accept funds in the amount of $40,000; and authorizing the City Manager sign all related documents and take all action necessary or prudent to implement the grant.

Public Works and Utilities

19. Resolution No. 5843 Approving the Abandonment of a Public Utility Easement Located on the East Side of Dobson Road Approximately 1,450 Feet South of Warner Road
    Move City Council pass and adopt Resolution No. 5843 approving the abandonment of an eight-foot-wide public utility easement (PUE), no longer needed for public use, located on the east side of Dobson Road approximately 1,450 feet south of Warner Road.

20. Construction Services Agreement No. ST1804.502, Salt River Project (SRP) Contract No. 4223688, with SRP, for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive
    Move City Council award Construction Services Agreement No. ST1804.502, SRP Contract No. 4223688, to SRP, for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive, in an amount not to exceed $127,652.45.

21. Construction Services Agreement No. ST1804.503, Salt River Project (SRP) Contract No. 4223685, with SRP, for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive
    Move City Council award Construction Services Agreement No. ST1804.503, SRP Contract No. 4223685, to SRP, for the Chandler Heights Road Improvements – Gilbert Road to Val Vista Drive, in an amount not to exceed $648,925.89.

22. Agreement No. PW5-885-4810, with Arq Purification, LLC, and Carbon Activated Corporation for Powder Activated Carbon
    Move City Council approve Agreement No. PW5-885-4810, with Arq Purification, LLC, and Carbon Activated Corporation, for powder activated carbon, in a combined amount not to exceed $1,950,000, for a one-year period, January 24, 2025, through January 23, 2026, with the option of up to four additional one-year extensions.

23. Agreement No. PW4-285-4704, Amendment No. 1, with Cem-Tec Corporation, for Streetlight Poles
    Move City Council approve Agreement No. PW4-285-4704, Amendment No. 1, with Cem-Tec Corporation, for streetlight poles, in an amount not to exceed $200,000, for a one-year term, January 18, 2025, through January 17, 2026.

24. Purchase of Asphalt Crack Sealant
    Move City Council approve the purchase of asphalt crack sealant, from Superior Supply, Inc., utilizing Arizona Department of Transportation (ADOT) Contract No. CTR066733, in an amount not to exceed $325,000.

Consent Agenda Motion and Vote

Councilmember Hawkins moved to approve the Consent Agenda of the January 23, 2025, Regular Meeting, Items 1 - 24; Seconded by Vice Mayor Ellis.

Motion carried unanimously (6-0).

Action Agenda

25. Resolution No. 5867 Accepting the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024, and Demonstrating Compliance with Arizona Revised Statutes
Move City Council pass and adopt Resolution No. 5867 accepting the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024, and demonstrating compliance with Arizona Revised Statutes (ARS) §9-481(H) and §41-1494.

MAYOR HARTKE called for a presentation.

JULIE GOUCHER, Accounting Senior Manager, introduced the item.

JOSHUA JUMPER, HeinfeeldMeech Audit Partner, presented the following presentation.

- Presentation of the City of Chandler Annual Financial Audit for the Fiscal Year Ended June 30, 2024
- Requirements
    - The City is required by City Charter and State Statute to issue an annual audited financial report, and federal law requires the City to undergo an annual single audit (A-133) of federal financial assistance.
    - Effective September 29, 2021, ARS §9-481(H), as amended by Laws 2021, Ch 427, §1, auditors must present audit results and any findings to the Council in a regular meeting without the use of a consent agenda within 90 days of audit completion.
    - ACFR posted online; at least 5 years reports.
- Importance of the Audit
    - Verify management representations regarding finances
    - Demonstrate stewardship and accountability to:
        - Citizens
        - Governing body
        - Grantors
        - State agencies
        - Federal agencies
        - Bond holders
        - IRS
        - Creditors
    - Review compliance with certain laws and regulations
    - Governing body ultimately must ensure management fulfills its responsibility
- Audit Process
    - Engagement letter and initial planning of the audit began in May
    - Site visits in July, August, October, and November
    - Various audit procedures performed remotely between site visits
    - Audit reports issued in December & January
- Audit Related Reports Issued

    - Audit communication to those charged with governance
    - Annual Comprehensive Financial Report (ACFR)
    - Single Audit Reporting Package
        - Report on internal control for audit under Government Auditing Standards
        - Report in internal control and compliance for federal awards as required
    - Agreed-upon procedures report for ADEQ landfill requirements
    - Highway User Revenue Fund (HURF) Accountant's Report on Compliance
    - Annual Expenditure Limitation Report
- Key Items from FY 2023-24
    - Unmodified (clean) audit opinion dated December 20, 2024
    - No internal control deficiencies noted
    - COVID-19 related funding continues to require significant attention and focus for audit team
    - Approximately $9.1M spent in fiscal year 2024
- Other Important Communication
    - Communication to those charged with governance provided by the audit firm at the completion of the audit also includes the following:
        - Engagement letter provided by the audit firm to management at the initiation of the audit
        - Management representation letter provided by management to the audit firm at the completion of the audit
- Questions?
    - Approval of Resolution 5867 demonstrates compliance with ARS §9-481(H) and ARS §41-1494

Action Agenda Motion and Vote

Councilmember Orlando moved to pass and adopt Resolution No. 5867 accepting the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024, and demonstrating compliance with Arizona Revised Statutes (ARS) §9-481(H) and §41-1494.; Seconded by Councilmember Poston.

Motion carried unanimously (6-0).

Informational

26. October 16, 2024, Planning and Zoning Commission Meeting Minutes

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

28. Contracts and Agreements Administratively Approved, Month of December 2024

29. Claims Report for the Quarter Ended December 31, 2024

Unscheduled Public Appearances

PAUL PAVLICH, 1313 E Tyson St., provided comments regarding a short-term rental property located in his neighborhood and expressed concern due to code violations.

MAYOR HARTKE requested an update from staff on this case.

COUNCILMEMBER ORLANDO requested to see the process for resolving these issues.

JENNY VITALE, 3321 N. Nebraska St., spoke about the lead pipe service inventory conducted by the city, and shared concerns regarding property rights and suggested that resources should instead be allocated for aging infrastructure.

VICE MAYOR ELLIS asked staff to reconcile this issue with outside agencies.

Current Events

Mayor's Announcements

MAYOR HARTKE announced the Chandler International Film Festival, from January 24 through February 2 showcasing over 120 films at the LOOK Cinemas.

MAYOR HARTKE invited the community to the Regional Unity Walk in Tempe on Saturday, January 25, beginning at 4:30 p.m.

MAYOR HARTKE announced the Chandler State of the City on Thursday, February 13, at 5:30 p.m. at the Chandler Center for the Arts.

Council's Announcements

COUNCILMEMBER POSTON announced that applications are open for the Teen Leadership Academy for high school students in Chandler on March 14.

COUNCILMEMBER POSTON reported that the Mayor's Youth Commission is seeking applicants for the commission, which advises Mayor and Council about issues facing the teen community in Chandler. The application opens February 1 – all Chandler teens in 8th – 11th grade are eligible to apply.

COUNCILMEMBER POSTON announced that submissions are open for Community Services' Youth and Teen Art Show, due March 7.

VICE MAYOR ELLIS announced Black History Month celebrations in Chandler at chandleraz.gov/BlackHistoryMonth and highlighted South Chandler Self Help's event on February 14 at the Chandler Center for the Arts.

VICE MAYOR ELLIS shared that nominations are open for the Chandler 2025 Disability Awareness Awards, to recognize individuals, organizations, and businesses making an impact in advancing inclusion, accessibility, and support for residents with disabilities. Nominations are accepted through January 30.

COUNCILMEMBER ORLANDO announced the Find the Blue in You Career Fair on February 8, at the Chandler Public Safety Training Center for individuals interested in learning more about careers in public safety.

COUNCILMEMBER HAWKINS shared that the Daddy Daughter Dance will occur on February 8, at the Chandler Community Center, registration is available online.

City Manager's Announcements

None.

Adjourn

The meeting was adjourned at 6:47 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: February 6, 2025

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 23rd day of January 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of February, 2025.

_____

City Clerk

ITEM 2

CHANDLER arizona
Community of Innovation

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

Date:	February 03, 2025
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.

Cultural Foundation Board
Appoint Eddie Baldenegro

Economic Development Advisory Board
Appoint Michael Mobley

Planning and Zoning Commission
Appoint Tom Bilsten

Resident Advisory Committee for Chandler General Plan Update
Appoint Boyd Dunn
Appoint Garry Hays
Appoint Chris Dobson
Appoint Shannon Portillo
Appoint Peppur Chambers
Appoint Spike Lawrence
Appoint Jyoti Pathak
Appoint Chrissy Rodriguez
Appoint Jess Lopez
Appoint Michael Monteilh
Appoint Rene Barrios
Appoint Michael Pollack

Appoint Rick Heumann
Appoint Brennan Ray
Appoint Crystal Blackwell
Appoint Lisa Grayer
Appoint Michael Underwood
Appoint Allison Garrard
Appoint Terri Kimble
Appoint Lori Collins
Appoint Jack Sellers

Attachments

Cultural Foundation Eddie Baldenegro

Economic Development Advisory Board Michael Mobley

Planning and Zoning Commission Tom Bilsten

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler
Thu 6/27/2024 12:53 PM
To:BdCommGroup

Submitted on Thu, 06/27/2024 - 12:48 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Human Relations Commission

Selection 2
Chandler Cultural Foundation Management Board

Selection 3
Housing and Human Services Commission

Name
Eddie Baldenegro

Phone

Email

Address

Profession
Health care

Employer
Tango health

How many years have you lived in Chandler
50

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I have served on the chandler HRC board. In addition I have also held boards with Maricopa County on the community development board and currently i am on a Maricopa county board called the work force devlopment board

Board/Committee Experience
I have served on the human relations commission, community development board and maricopa work force board

Briefly explain why you would like to serve on the board / commission
I am a chandler native and i want to give back to my community

Referred By
Shannon Begay

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

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Tue 12/10/2024 8:45 AM
To BdCommGroup

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Submitted on Tue, 12/10/2024 - 08:40 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Economic Development Advisory Board

Name
Michael Mobley

Phone

Email

Address

Profession
Higher Education

Employer
The University of Arizona

How many years have you lived in Chandler
11

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
For over 20 years, I have been dedicated to promoting higher education access for individuals from all backgrounds, ensuring opportunities are available to anyone who can benefit. My work has consistently involved building and leveraging strategic networks at the city, state, and federal levels to secure resources, partnerships, and support for educational initiatives. Throughout my career, I have successfully collaborated with government agencies, nonprofit organizations, and business leaders to expand educational opportunities and drive workforce development. These efforts have not only transformed lives but have also contributed to economic growth by cultivating a skilled and educated workforce. My experience in policy advocacy, program development, and stakeholder engagement positions me well to contribute to initiatives that advance Chandler's economic development.

Board/Committee Experience
I have served on several boards and committees throughout my professional and personal career. I have had the pleasure of working with various universities to help them plan for the future. Which includes working on their budgets, technology abilities, and program development. Other board work has included research on the future of education and what we can do as a university to ensure the future generations receive high quality and relevant degree programs.

Briefly explain why you would like to serve on the board / commission
I am passionate about contributing to the City of Chandler's continued growth and prosperity. Serving on the Economic Development Board would allow me to leverage my experience in education, workforce development, and collaboration with city, state, and federal partners to support initiatives that attract businesses, foster innovation, and create opportunities for our community. I believe my background in building strategic partnerships and advocating for accessible pathways to success aligns with the board's mission to strengthen Chandler's economic vitality. It would be an honor to contribute to shaping the city's future.

Referred By
I was referred to the application by Chelsey Faggiano once she learned that Carla Holloway retired.

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

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Thu 11/14/2024 11:24 AM
To BdCommGroup

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Submitted on Thu, 11/14/2024 - 09:12 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Planning and Zoning Commission

Name
Tom Bilsten

Phone

Email

Address

Profession
Community Outreach Consultant

Employer
Bilsten Consulting Incorporated

How many years have you lived in Chandler
8

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
As owner of Bilsten Consulting from 2005 to present, I have worked on over 140 different political campaigns as field director, campaign manager, fundraiser, or grassroots specialist. I currently own my own company where work as a Grassroots Outreach Specialist alongside various developers and zoning attorneys across the Valley. I specialize in door to door networking as an expert in neighborhood outreach in the planning, development, and zoning community. I follow rezoning projects through the pre application process, facilitate public meetings, knock on residents doors to let them know about upcoming projects, and engage with neighbors and stakeholders throughout the public hearing process.

Board/Committee Experience
Metro Phoenix Salvation Army Advisory Board - 2021 - Present, Arizona Governor's Prayer Breakfast Committee 2016 - Present, The Thunderbirds - Assistant to Chairman - WM Phoenix Open 16th Skybox 2013 - Present

Briefly explain why you would like to serve on the board / commission
My field of expertise as an entrepreneur who has spent the last 19 years working with neighborhood leaders, political figures, the Valley's top consulting agencies, PR firms, community organizations, developers and zoning attorneys makes me a great fit to serve on the Planning and Zoning Commission. Through this experience, I have attended several hundred PZ Commission hearings and City Council meetings across the state. As a resident of Chandler and as a nearly lifelong resident of Arizona, I would love the opportunity to serve my community in helping to further grow and develop this incredible City in a smart and sustainable way. I look forward to bringing my expertise and experience to benefit the Planning and Zoning Commission, and couldn't be more excited for this potential opportunity.

Referred By
Terri Kimble - Chandler Chamber of Commerce

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 Cultural Development Memo No. CP25-084

Date: February 03, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Daniel Haskins, Capital Projects Division Manager
From: Ivan Magana, Engineer
Subject: Job Order Project Agreement No. GG2402.401 with SDB, Inc., for the Overstreet Parking Structure Fence

---

Proposed Motion:

Move City Council award Job Order Project Agreement No. GG2402.401 to SDB, Inc., Pursuant to Job Order Master Agreement No. JOC2402.401, for the Overstreet Parking Structure Fence, in an amount not to exceed $166,555.29.

Background/Discussion:

The Overstreet Parking Garage is located at 150 N. Oregon Street, adjacent to the Villas at San Marcos Condominiums. The project will install fencing on the west and south sides of the garage, which face the condominiums, to deter vandalism and other undesired activity and preserve quality of life for residents.

This project involves the installation of a new four-foot-tall steel fence with perforated panels on the top level of the Overstreet Parking Garage. The fence will be mounted on the existing parapet, making the wall approximately 7.5 ft. in height.

The project scope of work consists of furnishing and installing the fence. The agreement completion time is 90 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Financial Implications:

The primary funding source for this project is from the Capital Improvement Downtown Parking fund in the amount of $148,927. The remaining amount will be from the Downtown Redevelopment Capital Improvement fund in the amount of $17,628.29.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4320.6611.6GG659	General Government	Downtown Parking	148,927	Y
401.4320.6611.6CA619	General Government	Downtown Redevelopment	17,628.29	Y

Attachments

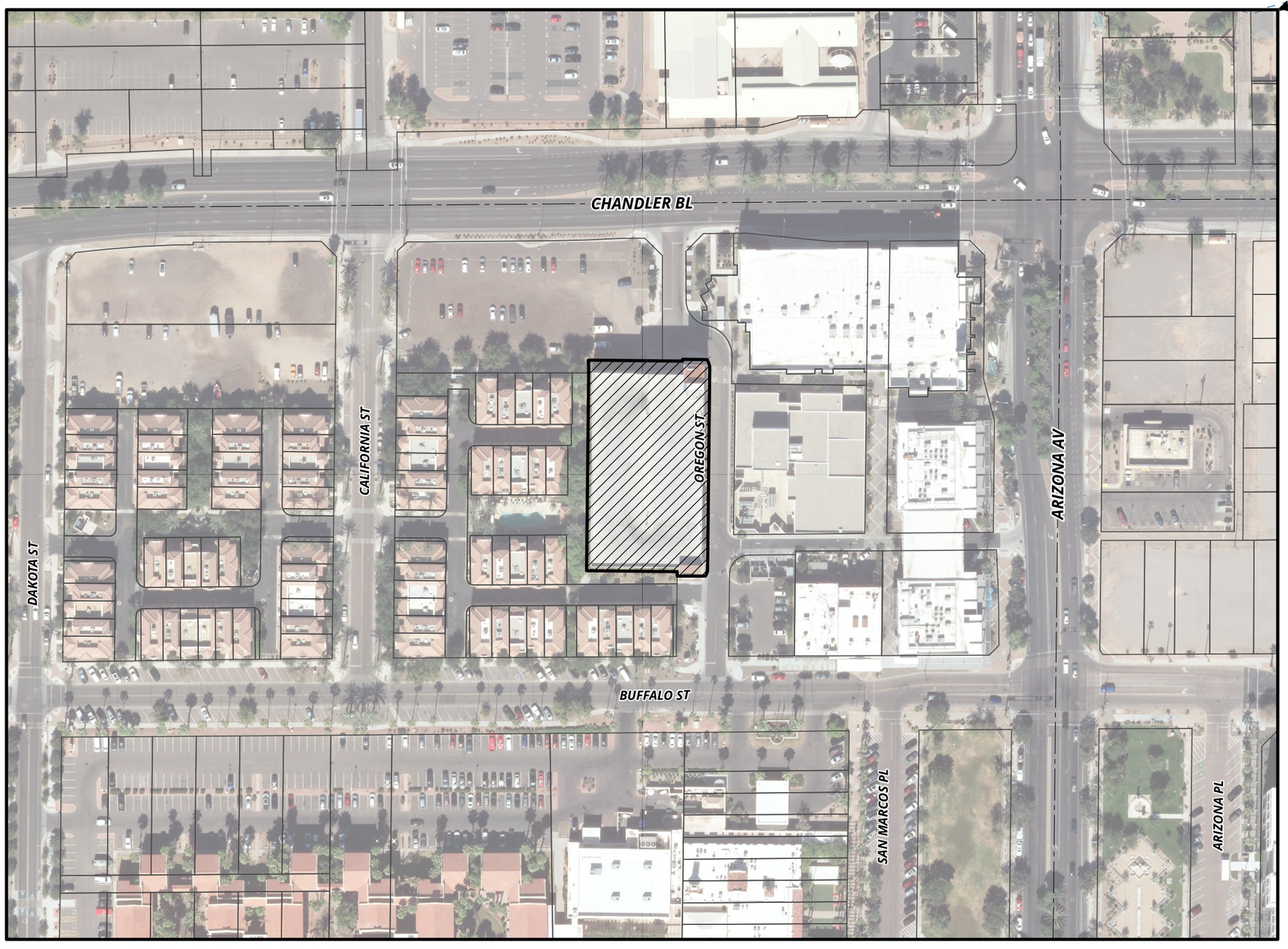
Location Map

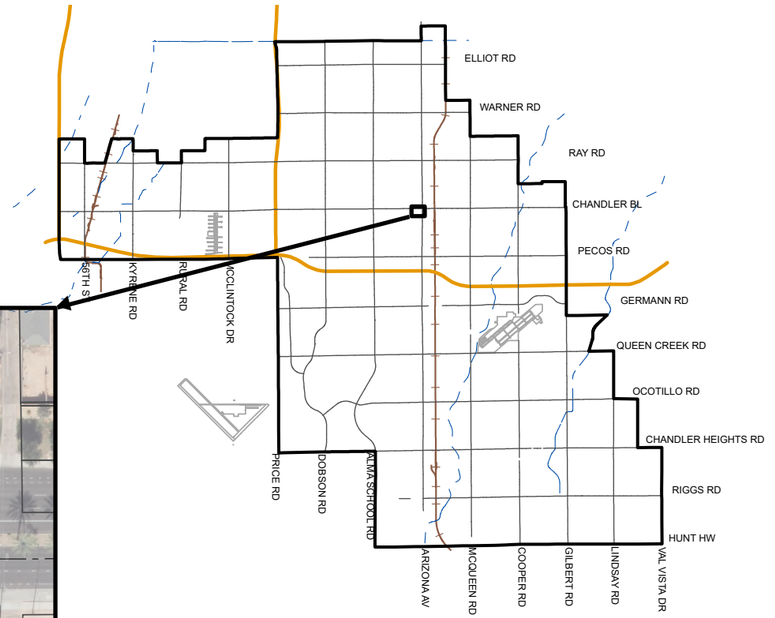
Agreement

Renderings

CHANDLER
arizona

OVERSTREET PARKING STRUCTURE FENCING
GG2402.401





MEMO NO. CP25-084

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-084\CP25-084\CP25-084.aprx 1/6/2025 CameronK

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Overstreet Parking Structure Fence

Project No. GG2402.401
Council Date: February 6, 2025

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2025 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **SDB Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2402.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about **February 5, 2024**, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor for construction services as more fully described in Article 1 and **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **Overstreet Parking Structure Fence**, Project Number **GG2402.401**. The scope of work consists of installing four-foot-tall fencing along the south and west sides of the top level of the Overstreet parking structure located at 150 N Oregon St, Chandler, AZ 85225, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in Agreement provisions, unless issued in writing, as a Agreement amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$166,555.29** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **90** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

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

CITY:	Construction Project Manager: Scott Riter	
	Phone:	480-782-3328
	Email:	Scott.Riter@chandleraz.go
JOC CONTRACTOR:	SDB, Inc	
	1001 S. Edward Drive Tempe AZ 85281	
	JOC Contractor Representative: Salvador Encinas	
	Phone:	602-818-7385
	Email:	sal.encinas@sdb.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
SDB, INC.

Signature 01.09.25
Date

SALVADOR ENCINAS
Print Name

SR JOC PM
Title

SAL.ENCINAS@SDB.COM
Signer Email Address

EXHIBIT A
SCOPE OF WORK

SDB CONTRACTING SERVICES

SDB, Inc.
1001 S. Edward Drive
Tempe, AZ 85281
(480) 967-5810 Fax (480) 967-5841
AROC # B- 070507
AROC # A- 175022

CUSTOMER:	**City of Chandler**	BID DATE:	**12/17/2024**
ADDRESS:	PO Box 4008	PROPOSAL NO.:	**24-14-0009**
	Chandler, AZ. 85244	PROPOSAL TYPE.:	**Lump Sum**
JOB DESC.:	**COC Parking privacy screening**		
CONTACT:	SCOTT RITER		

We are pleased to propose the following:
Please Refer to Scope of Work Sheet .... Furnish and GPR scan for existing concrete walls rebar reinforcement locations; furnish and install 48" tall metal-steel fence/screening aprox 219' over the West walls and aprox 110' on the South side, includes wall attachments with epoxy anchors, black or proper gray color powder coated, perforated privacy metal and some special engineering inspections. (pull-anchors testing plus)

We are including:

- FENCE-screen installed
- GPR, private reinforcement locator
- Special inspections ENG
- Concrete wall minor repairs
- Landscape fence installation only
- Supervision/GC's housekeeping

CLARIFICATIONS

1) Effective January 2015, the Arizona Transaction Privilege Tax is Not Applicable on all construction projects involving Maintenance, Repair, Replacement or Alteration (MRRA)
2) Effective January 2015 for MRRA work, Arizona Sales Tax is included on all construction project materials and rental equipment.
3) THIS PROPOSAL SHALL REMAIN GOOD ~~FOR 30 DAYS FROM THE BID DATE ABOVE.~~ **until 02/28/2025 per email 01/06/2025.**
4) Per plans/specs by Walker Consultants dated 12/13/24

EXCLUSIONS

1) Construction Permits, design, architectural, engineering, special inspections, materials testing, LD's
2) Premium time unless otherwise indicated
3) Identification or removal of Hazardous Waste (asbestos, mold, etc). Unforeseen conditions
4) Post-tention bars/reinforcement at the concrete walls
5)

Thank you,

SDB, Inc.

Salvador Encinas / sal.encinas@sdb.com
Prepared by

Reviewed by

Accepted by:

City of Chandler

EXHIBIT B
FEE SCHEDULE

SDB CONTRACTING SERVICES

EXHIBIT "B"

JOC2401.402

12/17/2024

JOB ORDER COST PROPOSAL
SUMMARY SHEET
CHANDLER PARKING STRUCTURE PRIVACY SCREENING PROJECT

Located at: 183 N. Oregon St. Chandler AZ 85225

Negotiated Prices				
Price of Subcontractor				$107,552.00
Materials and Equipment				$0.00
General Conditions				$13,506.16
Construction Labor				$0.00
		SUBTOTAL (NEGOTIATED PRICES):	**$**	**121,058.16**
Overhead and Profit (Coefficient per Job Order Master Agreement)		**8.00%**	**$**	**9,684.65**
		TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):	**$**	**130,742.81**
Insurance, Bonds, & Taxes				
Sales Tax Percentage (Current Tax Rate)	**ENTER TAX % HERE:**	**5.07%**	$	8,036.88
General Liability Insurance Percentage (Actual Cost per Job Order)		$ -	$	-
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		$ -	$	-
Payment Bond (Actual Cost per Job Order)		*$ 0.01*	$	1,387.80
Performance Bond (Actual Cost per Job Order)		*$ 0.01*	$	1,387.80
		SUBTOTAL (INSURANCE, BONDS, & TAXES):	**$**	**10,812.48**
		COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):	**$**	**141,555.29**
Owners Allowance			**$**	**25,000.00**
		TOTAL JOB ORDER:	**$**	**166,555.29**

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

SDB CONTRACTING SERVICES

SDB, Inc.
810 West First Street
Tempe, AZ 85281
(480) 967-5810 Fax (480) 967-5841

BID PROPOSAL
ATTACHMENT "A"

CUSTOMER:	**City of Chandler**	BID DATE:	**12/17/2024**
ADDRESS:	PO Box 4008	PROPOSAL NO.:	**24-14-0009**
	Chandler, AZ. 85244	PROPOSAL TYPE.:	Lump Sum
JOB DESC.:	**COC Parking privacy screening**		
CONTACT:	SCOTT RITER		

SCOPE OF WORK:

SEE BELOW for a description of the construction activities:
Per plans/specs by Walker Consultants dated 12/13/24

IN addition to:

* SDB to provide and install dust walls/visquine during construction -as/if needed-
* Provide daily cleanup , housekeeping, final clean.

COST BREAKDOWN:

Fence-privacy screen installed		$83,023.00	American Fence
GPR, private wall reinforcement locator		$1,400.00	Armor-shield
Special pull-inspections/ others	**ALLOWANCE**	$5,000.00	BN/ Walker
Concrete wall minor repairs if any	**ALLOWANCE**	$2,500.00	TBD
Landscape fence @ AZ-Buffalo		$15,629.00	SDB/Allreys
Supervision/GC's, housekeeping		$12,456.16	SDB
Dumpster		$600.00	
Porta-toilet / temp fence-barricates		$450.00	
	Subtotal:	**$121,058.16**	
OH&P - Coefficient @ 1.08		$9,684.65	
Tax @ 5.07%		$8,036.88	
PP-Bond		$2,775.60	
	Subtotal:	$141,555.29	
Owner's-City allowance		$25,000.00	
	TOTAL	**$166,555.29**	

TENTATIVE SCHEDULE

Please allow (2) weeks ON-SITE to get this project done, submittals may take 1-2 weeks

LEAD TIMES: currently 4.5 weeks after we receive a PO and submittals approval, place the order

	Actual Cost of the Project (Delivery Order) Value					
	$0-$49,999	$50,000-$99-999	$100,000-$199,999	$200,000-$499,999	$500,000-$999,999	$1,000,000+
Coefficient	1.12	1.1	1.08	1.08	1.07	1.06

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated

the _____ day of _____, 20___ for construction of **Overstreet Parking Structure Fence**, **GG2402.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **Overstreet Parking Structure Fence**, **GG2402.401** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **Overstreet Parking Structure Fence**
Project No.: **GG2402.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **Overstreet Parking Structure Fence**
Project No.: **GG2402.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **GG2402.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

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

AMERICAN FENCE COMPANY OF ARIZONA, INC.
2502 N. 27th Ave.
Phoenix, AZ 85009
Telephone (602)272-2333 Fax (602)278-6068
License #'s ROC 103476 - 069389 - 16349

TO: Sal Encinas

Per the new changes in drawing . 11/25/24

Project: chandler parking garage
Project Address: 183 N Oregon street
Chandler, Arizona

Date 11/26/24	Billing Address	
Customer Account #		
Phone Number 480/968/5810	City / State / Zip Code	
Fax Number	Mobile / Job Site Phone Numbers	
Branch Mgr Approval	Branch Admin Approval	RO# 327123

SCOPE OF WORK: American Fence Company of Arizona is pleased to submit this proposal for the WORK as listed below:

* NO BRACKETS ON TOP OF THE WALL . BRACKET TO BE MOUNTED TO WALL PER DETAIL S-601/6

219' of fence on wall westside
110' of fence down south side, break at steps.

Fence is 48" tall and will have per fence to match plans.
~~fence installation will not match plan,~~ but will have an angle bracket attach to top and side wall of the tilt wall.
~~4"x1/2 all thread drilled into wall . Grade 8 nut, washer and lock washer.~~
Simpson locktight tow part epoxy to set ~~all thread.~~ / WILL MATCH REV PLANS DATED 12/13/24
ANCHORING TO WALL PER DETAIL S-601/6
Fence color either Black or a Proper gray (powder coat SW6003).

Windload and engineering by others. If the fence needs to change to engineering a change order will be needed.
Ameristar will not bid do wind load with perforated metal.
SDB to perform ~~xray~~ on wall for any rebar or cables in wall .
GPR

EXCLUSIONS:

Grading, Staking, Permits, Engineered Drawings,Core Drills, Grounding, Clearing Lines not Marked by Blue stake
Rest rooms on site,all testing , no veiw drawing. All repairs to wall during installation.

* WILL PROVIDE SHOP DRAWINGS/ FULL - SUBMITTALS

SPECIAL PROVISIONS:

Post 2-1/2" 11ga per galv.
rails 1-1/2 glav 14ga
pickets 3/4" galv 16ga (4" O.C)
perforated attached to back of fence panels.

TOTAL COST $ 83,023.00 (Includes all applicable taxes)

TERMS: IN PLACE (To be determined by Corporate Credit)

Price is valid for 45 days

By signature below, the customer acknowledges that he/she is duly authorized to sign this agreement, has read and accepts the Contract terms and conditions set forth on page 2 and inclusive of any attachments.

AMERICAN FENCE COMPANY OF ARIZONA, INC.

By: Bill Wallis
Its: Senior Project Manager
Print Name and Title

Accepted By:
(Company Name)
By:
Its:
Print Name and Title

Armor and Shield Utility Locating

PROPOSAL FORM

2303 N 44th St, Suite 14-1714
Phoenix, AZ 85008-2442
Phone: (602)362-7719
Email: geraldoolea@aasulocating.com

Date: Tue Nov 26, 2024
Estimate #: 2399

Bill To: SDB Contracting Services
1001 S. Edward Drive, Tempe, AZ 85281

Job Site: Chandler parking garage
183 N Oregon St
Chandler, AZ

Terms

Qty	Name	Description	Rate	Amount
8	Conventional Locate	Located all inducible and conductive private wall rebar with the use of radiodetection equipment.	$175.00	$1,400.00
		Subtotal		**$1,400.00**
		Total		**$1,400.00**

Estimate Notes:

NOTES AND ASSUMPTIONS:

1. Proposal is based upon Scope, Schedule, Deliverables, & Cost Estimate as outlined above. Changes to any aspect of this Scope could impact cost and should be discussed, agreed upon, and signed off prior to initiating work.
2. A signed Proposal is required to save start dates and start work. All invoices are due upon receipt, regardless of client/third party payment agreements.
3. Price as stated is good for 30 days.

Signature Date

Thank you for your business!

Created with mHelpDesk

SDB CONTRACTING SERVICES

SOC 14 Worksheet

CUSTOMER: City of Chandler
JOB DESC.: COC Tree Grates & Fen
CONTACT: Scott Riter
BID DATE: 12/7/2023
PROP #: 23-14-0011

EVENT	COST	% MU			Profit	Sub Total
Labor	$ 7,921	10.0%			$ 792	$ 8,713
Material	$ 208	10.0%			$ 21	$ 229
Subs	$ 7,500	10.0%			$ 750	$ 8,250
Equip	$ -	10.0%			$ -	$ -
Other	$ -	10.0%			$ -	$ -
TOTAL	$ 15,629	10.00%			$ 1,563	$ 17,192

IS THIS AN OCIP JOB? No

LANDSCAPE FENCE DIRECT COST.

Craft Desc.	Task Description	T	1.5T	2T	Total	%	T-Total	1.5-Total	2-Total	Total w/MU
Project Manager	01-3105	18	0	0	18	18%	$ 1,766.52	$ -	$ -	$ 1,943.17
Superintendent	01-3120	50	0	0	50	49%	$ 4,369.50	$ -	$ -	$ 4,806.45
Journeyman	01-3135	0	0	0	0	0%	$ -	$ -	$ -	$ -
Apprentice	01-3140	26	0	0	26	25%	$ 1,364.22	$ -	$ -	$ 1,500.64
Safety	01-3530	0	0	0	0	0%	$ -	$ -	$ -	$ -
Project Admin	01-3125	8	0	0	8	8%	$ 420.56	$ -	$ -	$ 462.62
Labor Sub Total		102	0	0	102	100%	$ 7,920.80	$ -	$ -	$ 8,712.88

MATERIAL	UNIT	QUAN	@	COST	TOTAL w/ MU
Material	Lot	0	$ -	$ -	$ -
	Lot	0	$ -	$ -	$ -
	Lot	0	$ -	$ -	$ -
	Lot	0	$ -	$ -	$ -
Tools:	1%	1	$ 89.51	$ 89.51	$ 98.46
Consumables:	1.5%	1	$ 118.81	$ 118.81	$ 130.69
Material Sub Total				$ 208.32	$ 229.15

SUBCONTRACTOR	@	COST	TOTAL w/ MU
Alrey's Landscaping	$ 7,500.00	$ 7,500.00	$ 8,250.00
	$ -	$ -	$ -
	$ -	$ -	$ -
Subcontractor Sub Total		$ 7,500.00	$ 8,250.00

EQUIPMENT	UNIT	QUAN	@	COST	TOTAL w/ MU
Barricades	LS	0	$ -	$ -	$ -
	SF	0	$ -	$ -	$ -
	Day	0	$ -	$ -	$ -
				$ -	$ -
Equipment Sub Total				$ -	$ -

OTHER		UNIT	QUAN	@	COST	TOTAL w/ MU
Permits		Lot	0	$ -	$ -	$ -
Description		Lot	0	$ -	$ -	$ -
Safety		3%	0	$ 468.87	$ -	$ -
Fuel Charge	01-9313	0.5%	0	$ 39.60	$ -	$ -
Other Sub Total					$ -	$ -

SDB CONFIDENTIAL
Rev. 10/14/2022

EXHIBIT H

BUILDERS RISK INSURANCE

KL-478-MS
AK-279-AR

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-002

Date:	February 03, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Darsy Omer, Associate Planner
Subject:	PLH24-0024 Costco Business Center Introduction and Tentative Adoption of Ordinance No. 5116
Request:	Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), as well as Preliminary Development Plan (PDP) approval for site layout and conceptual building architecture for approximately 18.65 acres
Location:	Southwest corner of Alma School Road and Pecos Road
Applicant:	Bryan Wright, Kimley-Horn on behalf of Costco Business Center

---

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5116 approving PLH24-0024 Costco Business Center, Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH24-0024 Costco Business Center for site layout and conceptual building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Approximately 18.65 acres
- In 2016, the property was rezoned from PAD for commercial retail and hotel to PAD for an office park with a Mid-Rise Overlay for building height up to 75 feet
- In 2019, a time-extension was approved for three additional years
- The General Plan designation of neighborhoods and the Pecos Ranch Area Plan designation of Commercial allows for the C-2 zoning
- The project consists of a 141,366 square foot building and a fuel station

Surrounding Land Use Data:

North	Pecos Road, then multifamily residential (The Casitas)	South	Santan Loop 202 Freeway
East	Alma School Road, then a medical office building and vacant parcels zoned for commercial and office uses	West	Multifamily residential (Camden Pecos Ranch Apartments)

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No change
Pecos Ranch Area Plan	Commercial	No change

Proposed Development

Total Site Area	18.57 acres
Building Footprint Area	141,366 SF
Building Height	34 feet
Facade Materials	Smooth face CMU, concrete, and metal panels
Number of Fuel Pumps	15 fuel pumps
Parking Spaces Required	536 stalls
Parking Spaces Provided	603 stalls

Review and Recommendation

The subject site is located at the southwest corner of Alma School and Pecos Roads. The site is currently zoned Planned Area Development (PAD) for office uses with ancillary retail and restaurant. A rezoning is required to allow for warehousing, which is typically allowed in Planned Industrial (I-1), as well as a fuel station requires a use permit under C-2.

In 1983, a City Council-approved master plan rezoned the subject site as commercial and office type uses, and in 1986 a conceptual plan was approved designating the same commercial and office-type uses. In 2005, the subject site was rezoned to allow for commercial retail and hotel development and included Preliminary Development Plan (PDP) approval. In 2015, it was rezoned to allow for an office park with ancillary commercial uses. In 2019, City Council approved a three-year-time extension to continue to allow for the office park with ancillary retail and restaurant uses. The subject site has been vacant since the time of annexation in 1983.

The applicant submitted an application for rezoning and PDP approval for a Costco Business Center in July 2024. Subsequent to the submittal, staff met with the applicant on numerous occasions to work through comments on the site plan and architecture. After multiple meetings, the site and building design have been modified to meet the City's standards and goals to provide sufficient queuing for the fuel station, pedestrian walkways throughout the site and a variety of materials on the building to create an aesthetically pleasing development.

Originally, the proposed fuel station was located off of Pecos Road, with two out-parcels left over on the hard corner of Alma School and Pecos. Staff determined that this layout would have created onsite circulation conflicts. Upon staff's request, the fuel station was moved to the southeast corner of the site and now provides a better onsite circulation plan and more than sufficient queuing for the fuel station. Additionally, the out-parcels were removed to avoid the opportunity of the parcels turning into drive-through pads. Staff also worked with the applicant to add pedestrian paths from the parking lot to the building.

With respect to the exterior design of the building, staff worked with the applicant to use a variety materials such as smooth face CMU, concrete, and several different-looking metal panels that provide a sustainable, longer-lasting alternative to stucco.

For these reasons, staff finds the proposal to be consistent with the General Plan and Zoning Code regulations. Planning & Zoning Commission recommends approval.

Traffic Analysis

The applicant has provided a traffic impact study (TIS) that has been reviewed by the City Transportation Engineer. The traffic study compared the trips generated by the proposed Costco Business Center and the office park with retail and restaurant uses previously approved for the subject site, and shows that the Costco Business Center would generate a comparable amount of traffic to what was approved in 2016. The TIS has been conditionally accepted pending confirmation of ADOT approval.

As part of this project, the developer is responsible for the construction of the third southbound through lane on Alma School Road along the frontage of their site (and beyond to make the appropriate transitions) and right-turn deceleration lanes at each of the site driveways. Other improvements will include median modifications, pavement marking modifications (to create dual left-turn lanes), and signal modifications (due to the widening previously mentioned).

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on December 4, 2024. There were 11 people in attendance. Neighbors expressed concerns regarding potential traffic that the business center and the gas station may bring additional traffic onto Alma School Road during peak hours with the existing congestion northbound coming from the Loop 202 freeway. The applicant team explained that their traffic engineers worked on the plans and that city staff reviewed their traffic impact statement. The applicant and staff and came to an agreement on the locations of all entrances and exits. They also explained that they are proposing 15 fuel pumps, twice the amount of other Costco Warehouses in the valley. This will serve customers more quickly and reduce queuing lines. The residents were concerned that because this will be the first Business Center in the East Valley, it may bring more traffic than anticipated. The applicant team explained that it is intended for a different clientele. The Business Centers serve local and small businesses, and the warehouses serve everyday residents, and the Business Center will typically see roughly half of the number compared to its Warehouse counterpart.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request. There were no residents or attendees of the neighborhood meeting that attended the Planning and Zoning Commission.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting January 15, 2025
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 1 (Heumann)

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Costco Business Center Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0024 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. Uses permitted on the property shall be those permitted in the Community Commercial District (C-2) zoning district, wholesaling and fuel service station.
3. The following uses shall be prohibited: Self-storage establishments, drive-throughs, drive-ups, all high-turnover establishments, auto-related uses including but not limited to the sale, rental, repair, or washing of automobiles, motorcycles, trucks, boats, or related accessories uses other than a fuel station.
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. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
6. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual #4).
7. 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.

Preliminary Development Plan

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

1. Development shall be in substantial conformance with the Development Booklet entitled "Costco Business Center Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH4-0024, 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. Preliminary Development Plan does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and the Preliminary Development Plan shall apply.
3. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials subject to separate review.
4. The site shall be maintained in a clean and orderly manner.
5. The landscaping shall be maintained at a level consistent with or better than at the time of planting.
6. Landscaping shall be in compliance with current Commercial Design Standards.
7. Gasoline tank vent piping shall be screened from arterial streets and public view.

Attachments

Ordinance 5116

Vicinity Maps

PLH24-0024CostcoBusinessCenterDevelopmentBooklet

ORDINANCE NO. 5116

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 PLANNED AREA DEVELOPMENT (PAD) FOR AN OFFICE PARK WITH ANCILLARY RETAIL AND RESTAURANT USES TO (PAD) FOR WHOLESALING, A FUEL STATION, AND COMMERCIAL USES PERMITTED UNDER THE COMMUNITY COMMERCIAL DISTRICT (C-2) IN CASE PLH24-0024 (COSTCO BUSINESS CENTER) LOCATED AT THE SOUTHWEST CORNER OF ALMA SCHOOL ROAD AND PECOS 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 PAD for an office park with ancillary retail and restaurant uses to PAD for wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2), subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Costco Business Center Development Booklet" and kept on file in the City of Chandler Planning Division, in File No. PLH24-

0024 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. Uses permitted on the property shall be those permitted in the Community Commercial District (C-2) zoning district, wholesaling and fuel service station.
3. The following uses shall be prohibited: Self-storage establishments, drive-throughs, drive-ups, all high-turnover establishments, auto-related uses including but not limited to the sale, rental, repair, or washing of automobiles, motorcycles, trucks, boats, or related accessories uses other than a fuel station.
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. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
6. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual #4).
7. 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.

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 _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

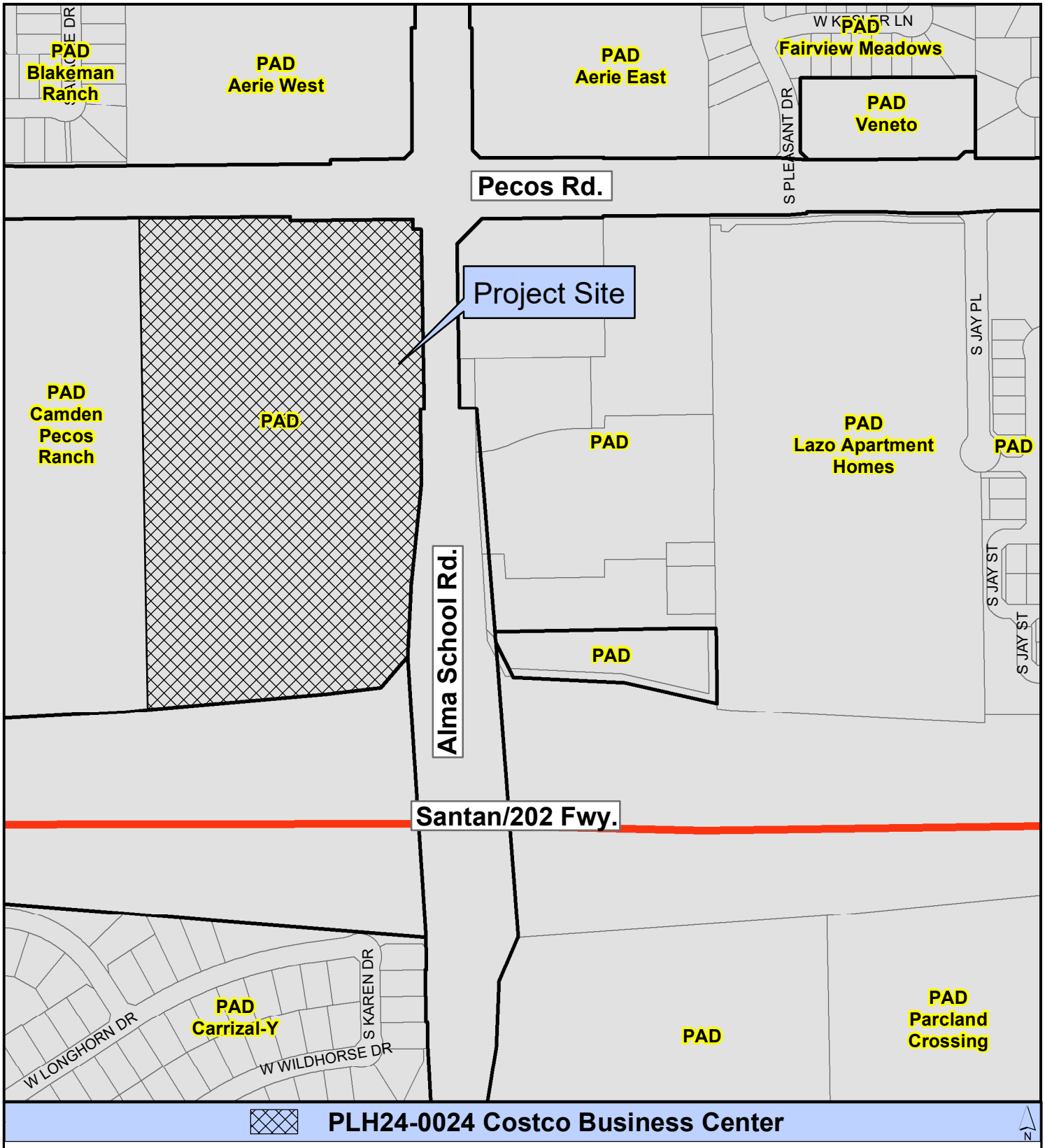
I HEREBY CERTIFY that the above and foregoing Ordinance No. 5116 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

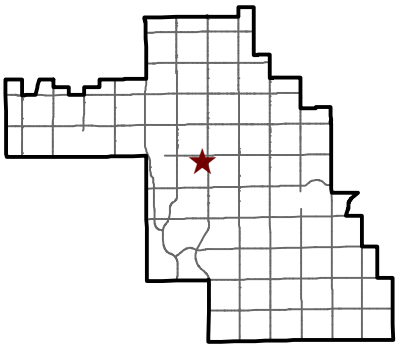
_____
CITY ATTORNEY TA

Published:



PLH24-0024 Costco Business Center

Proposed Project Details
Request rezoning and preliminary development plan to PAD wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2) on approximately 18.65 acres



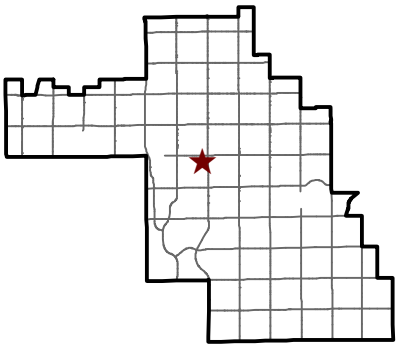
CHANDLER arizona

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

PLH24-0024 Costco Business Center

Proposed Project Details

Request rezoning and preliminary development plan to PAD wholesaling, a fuel service station, and commercial uses permitted under the Community Commercial District (C-2) on approximately 18.65 acres



CHANDLER arizona

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

Kimley»Horn

Preliminary Development Plan

Amendment

For

Costco Chandler Business Center

Located at the Southwest Corner of Pecos Road and Alma School Road

By:

Kimley-Horn and Associates, Inc.

Case No: PLH24-0024

Submitted: January 8, 2025

kimley-horn.com | 1001 West Southern Avenue Suite 131, Mesa, AZ 85210 | 480 207 2666

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PREPARED BY:

PROJECT TEAM

Developer	Engineering	Representation
Costco	Kimley-Horn	Gallagher & Kennedy
Therese Garcia	Bryan Wright	Rodney Q. Jarvis
730 Lake Drive	1001 W. Southern Ave., Unit 131	2575 E. Camelback Road, Suite 1100,
Issaquah, WA 98027	Mesa, AZ 85210	Phoenix, AZ 85016
ThereseGarcia@costco.com	Bryan.Wright@Kimley-Horn.com	Rod.Jarvis@gknet.com

A. INTRODUCTION

Costco Wholesale is the developer and operator of the proposed Costco Chandler Business Center which consists of approximately 170,500 sf of retail development on +/-18.65 gross acres located at the southwest corner of Pecos Road and Alma School Road in Chandler, Arizona. As shown in ***Exhibit 1, Site Context***, the project site is made up of one existing parcel APN: 303-26-003P. The property is currently being utilized for agricultural uses. This request is to amend the zoning and preliminary development plan of the subject property from Planned Area Development (PAD) for an office park with ancillary retail and restaurant uses, including a Mid-Rise Overlay for building Height up to 75 feet to Planned Area Development (PAD) for the Costco Business Center and Fuel Center based upon the C-2 Community Commercial District.

This use is appropriate for this area and site which is currently zoned for retail use and office space. With the proposed reduced building square footage, removal of the parking garage, and substantial landscaping, this use better suits the area and supports the needs of local small business as well as residents. Approval of this proposal will allow for a new commercial corner that will complement the existing commercial uses, parks, schools, residential, employment and religious uses that surround it.

B. SITE, SURROUNDING AREA, AND EXISTING ZONING

The Site is designated on the City's General Plan as Neighborhoods. The Neighborhood designation allows for a variety of non-residential uses. **See Exhibit 2, Chandler General Plan**. The site is currently zoned PAD and designated for an Office Park with ancillary retail and restaurant uses, including a Mid-Rise Overlay for building Height up to 75 feet. This office park has not been developed and the Site is currently use for agricultural purposes. This request will allow for the development of the site in a manner that is less impactful from a peak hour traffic aspect while also serving local small business and residents through the Business Center and Fuel Center. The Site is bounded by multifamily use Camden Pecos Ranch Apartments to the west, multifamily use The Casitas at San Marcos to the north, the Banner Medical Office complex to the east, and Loop 202 to the south. This location also provides excellent access to the freeway.

C. PROPOSED PRELIMINARY DEVELOPMENT PLAN

1. Site Layout

The proposed Preliminary Development Plan is designed to be mindful of the existing neighbors as well as provide an inviting and convenient destination for local business owners and residents. The proposed building is planned to be approximately 170,500 square feet and be located in the southwest corner of the Site. This is a significant reduction from the Office Park use previously approved that allowed for 400,000 square feet of office space with ancillary retail spaces as well as a four-story parking garage located only 20 feet from the existing multifamily use to the west. The proposed plan provides a 60-foot setback from the western property line to the building face. The proposed use also has a maximum height of 36 feet for buildings. The previously approved use had a maximum height of 75 feet. The location of the Fuel Center was carefully coordinated with city staff to manage queueing for the fuel dispensers. Proper circulation and adequate storage lengths along with the proposed signal improvements were analyzed in the decision of placing the Fuel Center at the southeast corner of the project. The location of the Fuel Center provides appropriate visibility while reducing the potential for traffic conflicts offsite. **See Exhibit 3, Site Plan.**

2. Architecture

The overall theme for the building is a contemporary design focused on clean, simple lines that is attractive and consistent with the design standards for the City of Chandler while also being recognizable as a Costco Business Center. **See Exhibit 4, Building Elevations**. The architecture features undulating roof heights, alternating materials and horizontal relief to break up the massing. Pedestrian elements such as trellis and shade structures at seating areas were incorporated to enhance the pedestrian experience. Variations in the neutral colors including Taupe, Sandstone, and Bronze have been utilized to match the desert background and are consistent and appropriate within the context of the area. See Exhibit X, Color & Materials Board.

3. Landscaping

The landscaping for the project has been designed per the development requirements of the City to create an attractive appearance for the overall development and community. See Exhibit 5, Landscape Plan. The southwest corner of the intersection of South Pecos Road and West Alma School Road will have a 50' landscape buffer consisting of earthen berms, a screening hedge, meandering trees and unique cacti and succulent species. The enhanced landscape corner treatment at South Alma School Road and West Pecos Road will be a palette of palms, accent shrubs and succulents, earthen berms, boulders, and rock creating an impactful landscape statement for the neighborhood. The site landscape design will create appropriate shade and buffer areas within and along the perimeters of the site while providing an attractive appearance for the overall development. The site parking field and perimeter will be planted with a sustainable, colorful, and attractive plant palette to draw interest to and through the Site. The west property line adjacent to the multi-family development, Dissimilar Buffer, will be planted with screening trees at twenty feet (20') on center and interspersed with dense shade trees planter at forty feet (40') on center, creating a dense screen between the proposed development and the adjacent use.

D. DEVELOPMENT STANDARDS

Below are the proposed Costco Chandler Business Center PAD development standards compared to the previously approved (March 31, 2016) Santan Office Campus DVR15-0041.

Table 1 – PAD Comparison

	Previous Approval	**2024 Proposal**
Proposed Use	Office Park with Mid-Rise Overlay	**Costco Business Center**
Parcels	303-26-003P	**303-26-003P**
Acreage	±18.65Acres	**±18.65 Acres**
Building Height Allowed	75' (4-Stories)	**36' (1-Story)**
Zoning	PAD	**PAD**
Underlying Zoning	C-2	**C-2**
Min. Rear Building Setback	0'	**60'**

EXHIBIT 1 – SITE CONTEXT

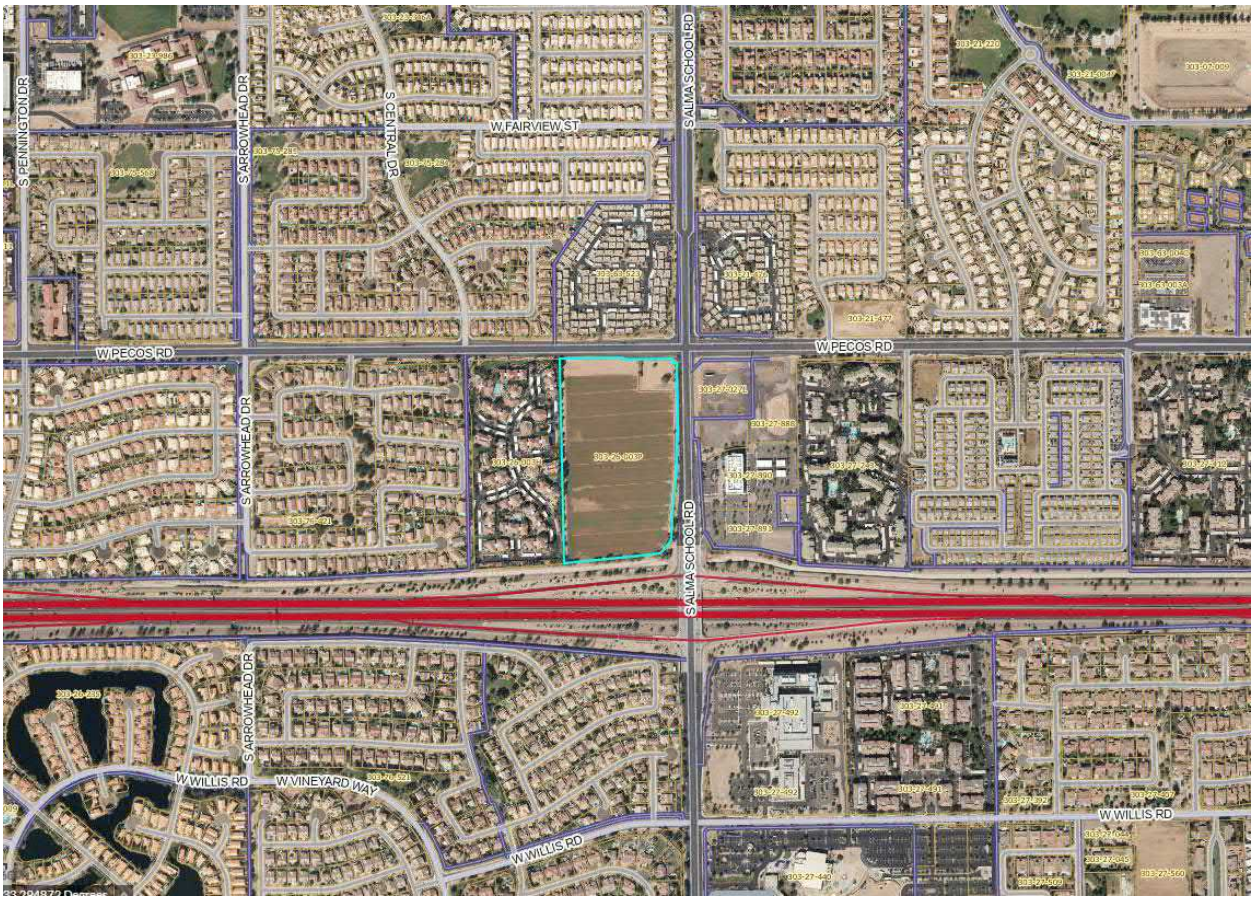
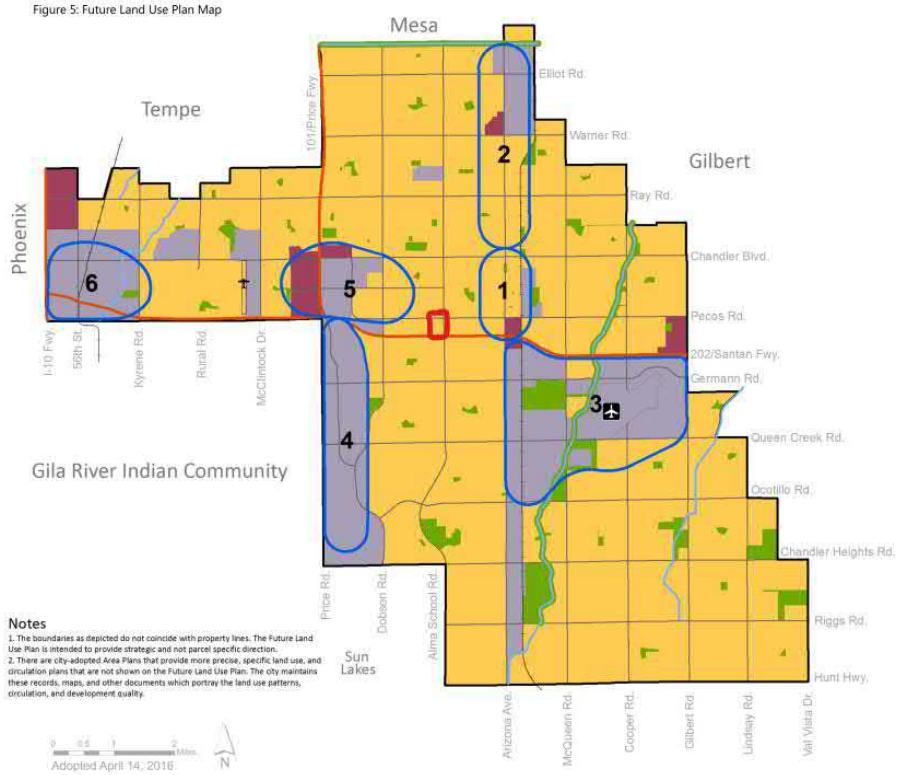


EXHIBIT 2 – CHANDLER GENERAL PLAN

Figure 5: Future Land Use Plan Map



Future Land Use Plan Map

Neighborhoods
This category allows a range of residential densities and a variety of non-residential uses such as commercial, institutional, public facilities, and commercial offices based upon location and other criteria as described in the text of the general plan.

Regional Commercial
Major regional commercial uses such as shopping malls, power centers, large single-use retail, and other commercial centers. As described in the general plan text, these locations are eligible for consideration of urban-style mixed-use developments. Other supportive land uses that may be allowed include large offices and mixed residential densities.

Employment
Major employers, knowledge-based employers, industrial/business parks, and industrial support uses. A compatible mix of supporting commercial uses and residential densities as an integral component may be considered as described in the General Plan text, growth area policies, and area plans.

Recreation/Open Space
Public parks and open spaces shown are greater than approximately five acres. Refer to the Parks and Open Space Map for more information.

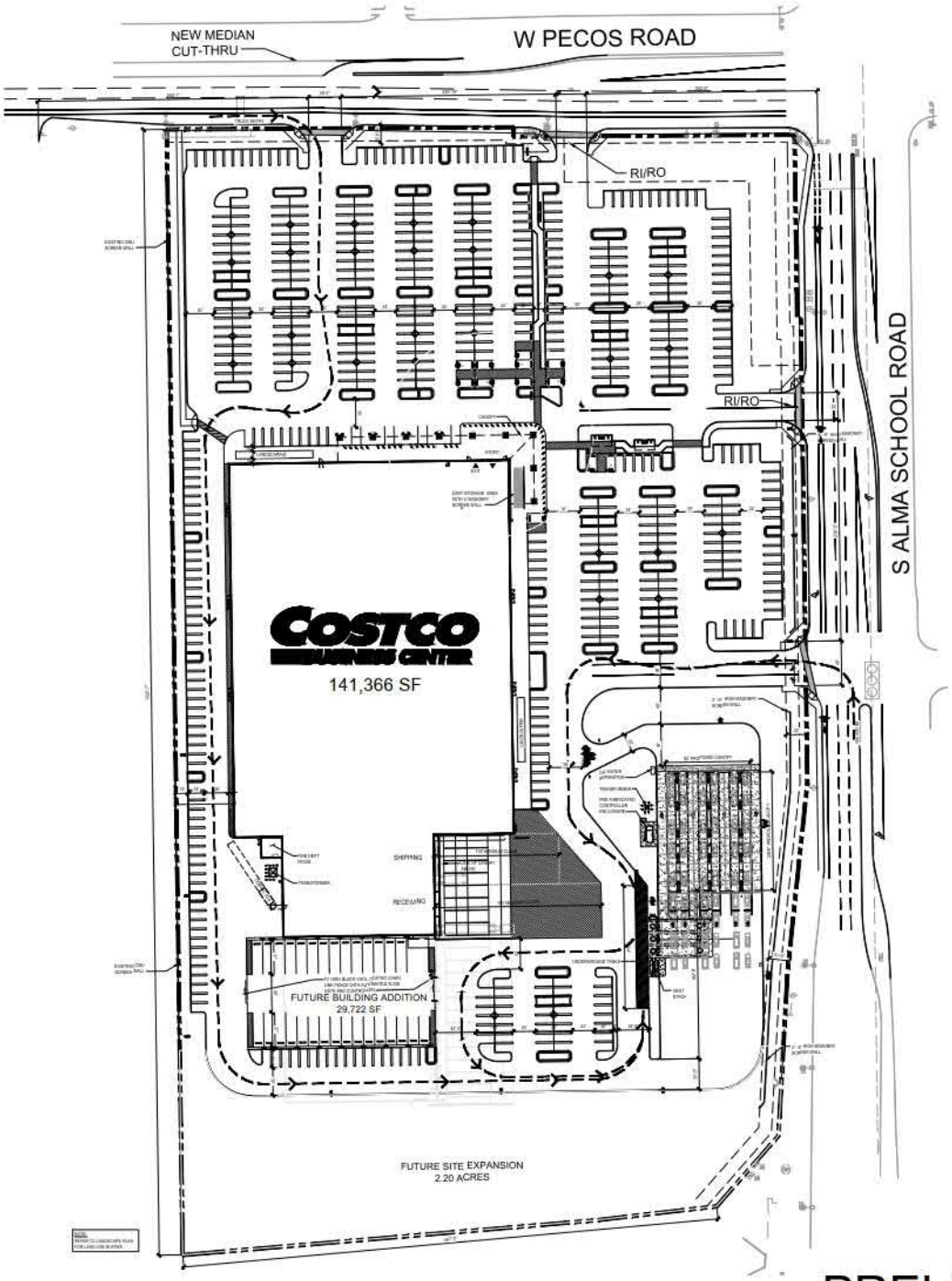
Growth Areas
Targeted areas suitable for planned multimodal transportation and infrastructure expansion and improvements designed to support economic growth with a planned concentration of a variety of uses such as residential, office, commercial, tourism, and industrial. A.R.S. §9-461.05

1. Downtown Chandler
2. North Arizona Avenue
3. Chandler Airpark
4. South Price Road Corridor
5. Medical/Regional Retail
6. I-10/Loop 202

CHANDLER GENERAL PLAN 2016 *a vision refined*

21

Exhibit 3 - site plan



PROJECT DATA

PROJECT ADDRESS: SWC OF W. PECOS RD & S. ALMA SCHOOL RD CHANDLER, AZ

SITE DATA:

TOTAL SITE AREA: 18.57 ACRES (808,909 SF)
INCLUDES:
SITE AREA: 16.37 ACRES
FUTURE EXPANSION AREA: 2.20 ACRES

JURISDICTION: CITY OF CHANDLER

ZONING: PLANNED AREA DEVELOPMENT

SETBACKS:	REQUIRED	ACTUAL
FRONT:	50'	FRONT: TBD
SIDE:	5'	SIDE: TBD
REAR:	20'	REAR: TBD

BOUNDARIES INFORMATION: THIS PLAN HAS BEEN PREPARED BY MG2 CORPORATION USING A SURVEY BY INNOVATION GROUP, INC DATED 10.26.15

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 140,740 SF
FUTURE TOTAL: 170,462 SF
INCLUDES:
WAREHOUSE MAIN LEVEL 133,686 SF
FUTURE WAREHOUSE ADDITION 29,722 SF
OPEN CANOPY FOOTPRINT AREA: 6,985 SF

PARKING DATA:

TOTAL PARKING: 603 STALLS

INCLUDES:
10' WIDE STALLS 579 STALLS
10' WIDE LOADING ZONE STALLS 12 STALLS
ACCESSIBLE STALLS (2 PER 100) 12 STALLS

NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 4.28 STALLS

TRUCK STALLS 32 STALLS

JURISDICTIONAL PARKING REQUIRED (1 PARKING STALL PER 250 SF): 536 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

0 25' 50' 100'
1" = 50'-0"

SWC OF W PECOS RD & S ALMA SCHOOL RD CHANDLER, AZ

MG2

23-5956-01
OCTOBER 2, 2024

PRELIMINARY SITE PLAN

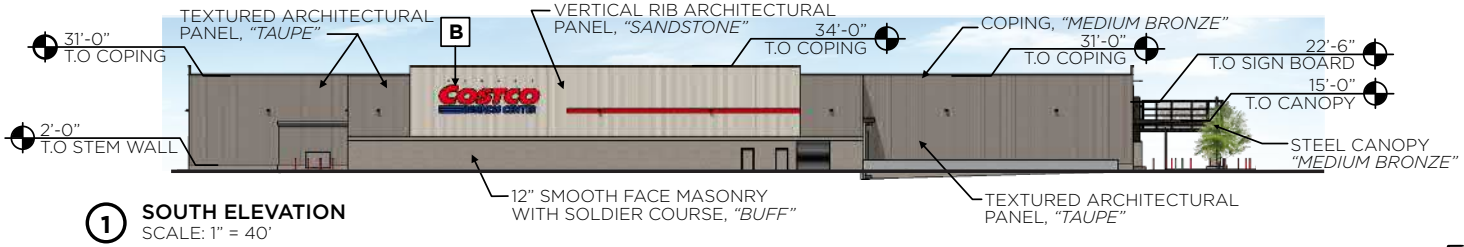
DD11-12

PRELIMINARY SITE PLAN

CHANDLER (PECOS), ARIZONA

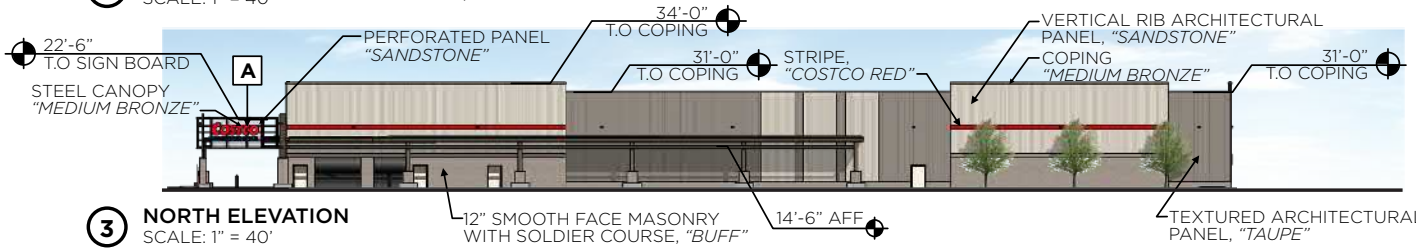
OCTOBER 02, 2024

Exhibit 4 - building elevations

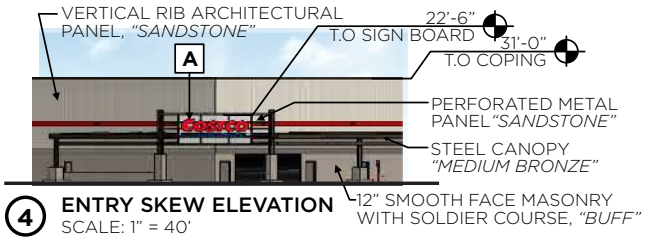


1 SOUTH ELEVATION
SCALE: 1" = 40'

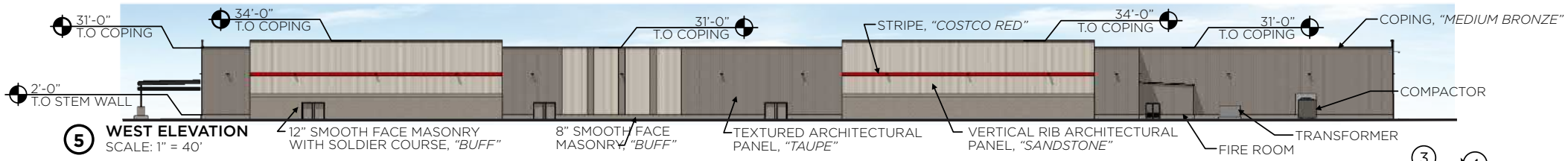
2 EAST ELEVATION
SCALE: 1" = 40'



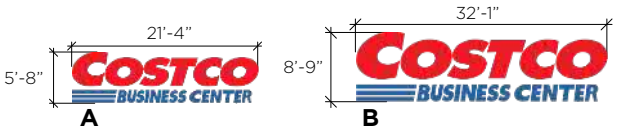
3 NORTH ELEVATION
SCALE: 1" = 40'



4 ENTRY SKEW ELEVATION
SCALE: 1" = 40'



5 WEST ELEVATION
SCALE: 1" = 40'



6 SIGN PACKAGE

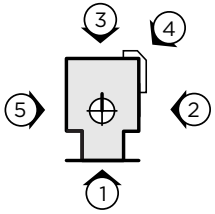
ELEVATION MATERIAL PERCENTAGES

MATERIAL	ELEVATION			
	WEST	NORTH	EAST	SOUTH
SMOOTH FACE CMU "BUFF"	2,918 SF 21%	1,709 SF 18%	2,550 SF 15%	2,022 SF 21%
CONCRETE "NATURAL"		1,585 SF 9%		
VERTICAL RIB ARCHITECTURAL METAL PANEL "TAUPE" AND "SANDSTONE"	10,7253SF 79%	7,636 SF 82%	13,153 SF 76%	7,773 SF 79%

*CALCULATION DOES NOT INCLUDE EXTERIOR DOORS OR TIRE CENTER DOORS

SIGN TABLE

IDENTITY	QUANTITY	SIGN	SIZE	AREA (EACH)	TOTAL SF
A	1	COSTCO BUSINESS CENTER	4'-0" C	105 SF	**105 SF**
B	2	COSTCO BUSINESS CENTER	6'-0" C	223 SF	**446 SF**
			TOTAL SIGN AREA:		**551 SF**



MG2

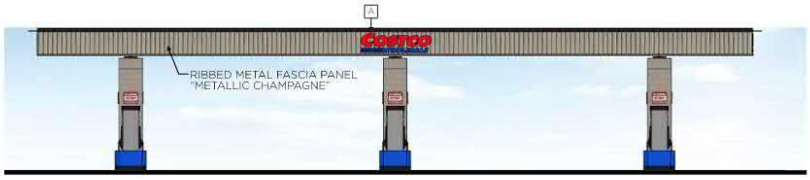
OCTOBER 03, 2024
23-5956-01
CHANDLER PECOS BUSINESS CENTER

CONCEPT WAREHOUSE ELEVATION

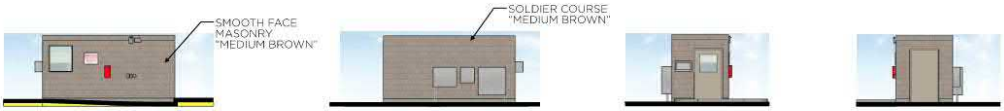
COSTCO BUSINESS CENTER

EXHIBIT 5 – FUEL CANOPY ELEVATIONS

1 EAST / WEST ELEVATION
SCALE: 1" = 10'



2 SOUTH / NORTH ELEVATION
SCALE: 1" = 10'



3 CONTROLLER / DATA HUT
SCALE: 1" = 10'

COSTCO WHOLESALE

A

3 CANOPY SIGNS
SCALE: 1/4 = 1"

SIGN TABLE

IDENTITY	QUANTITY	SIGN	SIZE	AREA (EACH)	TOTAL SF
A	4	CANOPY SIGN	8'-6 5/8" X 2'-5 1/4"	21 SF	84 SF
			TOTAL SIGN AREA:		84 SF

MG2

NOVEMBER 05, 2024
23-5956-01
CHANDLER PECOS BUSINESS CENTER

CONCEPT FUEL ELEVATIONS

COSTCO BUSINESS CENTER

Exhibit 6 - Landscape plan

All shrub areas shall be irrigated with point source emitters, Rain Bird Xrei-Bug, trees with Rain Bird Root Watering systems.

The controller shall be "weather based"

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CAL	H/W	BOX SIZE	QTY
TREES					
	Acacia aneura / Mulga	1-1/2"		24" Box	61
	Chilopsis linearis / Desert Willow	2-1/2"		36" Box Low Branching	14
	Fraxinus velutina `Arizona` / Arizona Ash	3"		48" Box	17
	Phoenix dactylifera / Date Palm	.	12' BT		6
	Pistacia chinensis / Chinese Pistache Multi-Trunk	2-1/2"		36" Box Single Trunk	88
	Tipuana tipu / Tipu Tree	1-1/2"		24" Box	87
	Ulmus parvifolia 'True Green' / True Green Lacebark Elm	1-1/2"		24" Box Single Trunk	101

SYMBOL	BOTANICAL / COMMON NAME	CONT	SPACING	H/W	QTY
SHRUBS					
	Agave americana 'Medio-picta Alba' / Striped Century Plant	5 Gal		Full in Can	20
	Caesalpinia pulcherrima / Red Bird Of Paradise	5 Gal		Full in Can	467
	Dasylirion quadrangulatum / Mexican Grass Tree	5 Gal		Full in Can	54
	Encelia farinosa / Brittlebush	5 Gal		Full in Can	292
	Fouquieria splendens / Ocotillo	3-4 canes 48" tall			40
	Hesperaloe parviflora `Dwarf Yellow` / Dark Yellow Yucca	5 Gal		Full in Can	357
	Leucophyllum frutescens `Green Cloud` TM / Green Cloud Texas Ranger	5 Gal		36"H x 24"W	424
	Leucophyllum langmaniae 'Rio Bravo' TM / Barometerbush	15 Gal		Full in Can	443
	Leucophyllum x 'Rain Cloud' / Rain Cloud Barometerbush	15 Gal		Full in Can	198
	Verbena peruviana 'Balfireitim' / Firehouse™ White Peruvian Verbena	1 Gal		Full in Can	500

ROCK & DECOMPOSED GRANITE

SYMBOL	DESCRIPTION	QTY
	Brown Fractured Rip Rap	721 cy
	Brown Fracture 1-1/4" Screened @ 2.5" depth	762 cy
	Durango Angular Boulders. 6-8' diamter. Decorative Stone solutions or equal.	12
	Stablzed Native Desert Soil. Soilworks SoilTac	61,624 sf

LANDSCAPE AREA

DESCRIPTION	QTY
Site Landscape Area	150,011 sf
Street Frontage Landscape Area	26,666 sf
Street Frontage LF	1,612 lf
Perimeter Landscape LF	147 lf
Dissimilar Land Use Buffer	1,221 lf
Parking Area Landscape	38,502 sf

NORTH

SCALE: 1" = 40'

SWC OF W PECOS RD & S ALMA SCHOOL RD
CHANDLER, AZ

CCA
CUMMINGS CURLEY ASSOCIATES, INC

00-0000-00
OCTOBER 3 2024

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** 25-004

Date:	February 03, 2025
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:	General Plan Update 2026 Public Participation Plan Adoption of Resolution No. 5872

Proposed Motion:

Move City Council pass and adopt Resolution No. 5872 General Plan Update 2026 Public Participation Plan, establishing written procedures to provide effective, early, and continuous public participation in the General Plan update process.

Background:

On October 17, 2024, Mayor and Council approved a contract with Logan Simpson, to assist Planning staff in updating the General Plan. One of the first steps in the updating process is for Council to “adopt written procedures to provide effective, early and continuous public participation in the development and major amendment of general plans from all geographic, ethnic and economic areas of the municipality” as required by Arizona Revised Statutes (A.R.S.) §9-461.06.C.1. According to A.R.S., the procedures shall provide for:

- The broad dissemination of proposals and alternatives
- The opportunity for written comments
- Public hearings after effective notice
- Open discussions, communications programs, and information services
- Consideration of public comments

The Public Participation Plan not only complies with these requirements, but goes beyond the requirements by offering a variety of innovative opportunities and methods for input, such as:

- Use of 3D images within an immersive 360-degree augmented reality to model possibilities for future land uses
- A community event hosting a series of experts to discuss important topics entitled ChandlerTalks
- Meetings with interested stakeholders, online feedback through questionnaires, and communication through a number of social media platforms.
- A City webpage for the General Plan update is currently being prepared that will provide pertinent information, such as a general overview describing what the general plan is and why it is important; links to documents such as drafts, committee meeting minutes, and survey results; upcoming events and other ways to get involved; and contact information.
- Short videos will be created to generate interest and lead viewers to more information about the General Plan update.

The Public Participation Plan is intentionally broad to allow flexibility in determining details such as specific dates and locations at the appropriate times.

Attachments

Resolution No. 5872

Public Participation Plan

RESOLUTION NO. 5872

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING A PUBLIC PARTICIPATION PLAN FOR THE PREPARATION OF THE CHANDLER GENERAL PLAN UPDATE.

WHEREAS, the City desires to inform and empower its residents to participate in the update of the City of Chandler General Plan, by encouraging their direction and guidance in the planning process; and

WHEREAS, opportunities for residents to become involved in deliberations affecting their municipality's future is a fundamental principle of democratic government; and

WHEREAS, Ariz. Rev. Stat. § 9-461.06 requires the governing body of each Arizona municipality to adopt written procedures to provide effective, early, and continuous public participation in the development and major amendment of the General Plan from all geographic, ethnic, and economic areas of the community;

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

Section 1. Adopts the Public Participation Plan, attached hereto as Exhibit "A," to provide effective, early, and continuous public participation in the update of the City of Chandler General Plan.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5872 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published in the Arizona Republic on:

General Plan Update: Public Participation Plan

CHANDLER arizona

January 2025

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Technical Advisory Committee 4
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Boards and Commissions 5
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UNIQUE PROJECT BRANDING **6**
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INNOVATIVE USE OF TECHNOLOGY **8**
PUBLIC PARTICIPATION TIMING **9**

INTRODUCTION

The City of Chandler has initiated an update to the *Chandler General Plan 2016: a vision refined*. Updating the general plan is statutorily required and essential for the city to remain relevant and responsive to potentially new or changing challenges and opportunities. The general plan is a community-informed policy document that considers the entirety of the city. Community involvement is a primary consideration in the development of the updated plan. The intent of the *Chandler 2026 General Plan Update* (GPU) is to guide the future growth and physical development of the city with a considerable amount of community engagement to drive the process. Participants will learn about existing and potential land use issues and identify the goals, policies, and implementation strategies that will be incorporated into the GPU.

To drive this effort, this Public Participation Plan (PPP) describes the activities and community outreach efforts the city will undertake to engage the public and attract a wide audience to participate in the GPU. The PPP will:

- Meet Arizona statutory requirements.
- Introduce the project team and establish committees.
- Define participation strategies.
- Provide an anticipated participation timeline.

The dynamics of the PPP will evolve, with tools and techniques being added to capture events and activities throughout the planning process to appeal to the greatest number of people in Chandler. The aim is for the process to effectively capture the community's interest and gather contextual data. The data will be instrumental in informing the city's approach to developing policy and implementation strategies that accurately reflect the community interest at large, thus appealing to the greatest number of community members. Components of this PPP will be developed into graphically rich and informative infographics and will be incorporated into the project website.

GENERAL PLAN REQUIREMENTS

A city's general plan is a critical document that outlines its long-term goals and vision for growth. Arizona Revised Statutes (ARS) 9-461.06 require that a municipality readopt or update its general plan every ten years. The *Chandler General Plan 2016: a vision refined* was adopted and ratified by voters in 2016. ARS 9-461.06 requires that the governing body adopt a written public participation procedure that provides:

- The broad dissemination of proposals and alternatives.

- The opportunity for written comments.
- Public hearings after effective notice.
- Open discussions, communication programs, and information services.
- Consideration of public comments.

During the GPU process, the city must also consult with, advise, and provide an opportunity for official comment by public officials and agencies, school districts, adjacent municipalities and Native American communities, public utility companies, civic, professional, and other organizations, property owners, and residents. This PPP meets the statutory requirement to promote meaningful and inclusive public participation that provides effective, early, and continuous participation from all geographic, ethnic, and economic areas within the City of Chandler.

PROJECT TEAM AND COMMITTEES

PROJECT TEAM

The Project Team (PT) shown below includes City of Chandler staff who will provide technical and institutional expertise and support throughout the GPU and key members of the consultant group led by Logan Simpson and supported by subconsultants Elliot D. Pollack and Company, Kimley Horn, and Upfront Planning.

Project Team, City Staff	
Lauren Schumann	Principal Planner/GPU Project Manager
David de la Torre	Planning Manager
Kevin Mayo	Planning Administrator
Amy Jacobson	Housing and Redevelopment Project Manager
Gina Ishida-Raybourn	Public Works & Utilities Principal Engineer
Simone Kjolsrud	Water Resource Manager
Kallika Naylor	Water Resource Analyst

Project Team, Consultant Group	
Megan Moore, Logan Simpson	Project Manager
Terri Hogan, Logan Simpson	Assistant Project Manager
Bruce Meighen, Logan Simpson	Project Advisor/Contract Manager
McKayla Dunfey, Logan Simpson	Innovation Lead

Rick Merritt, Elliot D. Pollack & Company	Housing, Cost of Development, Economic Growth
Chris Joannes, Kimley Horn	Circulation, Transit, Bicycling, Water Resources, Public Services/Facilities, Public Buildings
Jessica Sarkissian, Upfront Planning	Stakeholder Engagement

TECHNICAL ADVISORY COMMITTEE

The Technical Advisory Committee (TAC) is a working group composed of city staff that will provide technical input as the subject matter experts. TAC members will review and comment on the content of the GPU as it is prepared. TAC members will also participate individually in technical interviews, plan audit, questionnaires, and public events. Up to three meetings will be held at strategic milestones of the project.

Technical Advisory Committee	
Dana Alvidrez	Traffic
Jason Crampton	Transportation
Melissa Delana	Police
Adrianna Erickson	DEI Program Coordinator
Keith Hargis	Fire
Mike Hollingsworth	Facilities
Gina Ishida-Raybourn	Public Works and Utilities
Amy Jacobson	Housing and Redevelopment
Chelsey Faggiano	Economic Development
Simone Kjolsrud	Water Resources
Lauren Koll	Downtown Redevelopment
Rachelle Kuzyk	Library
Mickey Ohland	Parks
Ryan Peters	Government Relations
Corey Povar	Recreation
Priscilla Quintana	Neighborhood Resources
Ryan Reeves	Airport
Stephaine Romano	Communications and Public Affairs (CAPA)
Steven Turner	Sustainability

RESIDENT ADVISORY COMMITTEE

The Resident Advisory Committee (RAC) is a working group composed of community members that will provide input and perspective during the process. RAC members will review and comment on the content of the GPU as it is prepared. Up to three meetings will be held at strategic milestones of the project. The members of RAC will be established by the city in February of 2024.

COMMUNITY GROUPS

All community members and interest groups will be invited to participate throughout the GPU process. The following list will be augmented and refined as the planning process evolves and additional groups are identified.

Community Groups		
City Elected Officials, Boards, and Commissions	Chambers of Commerce	Major Businesses/Employers
State, Federal, County, and other Local Agencies	Special Districts and Utilities	Large Landowners and Major Developers
Educational Institutions	Non-Profit Groups	Youth Groups
Health Organizations	Sports and Cultural Facilities	Ethnic Groups
Airport	Faith-Based/Charity Groups	HOAs/Retirement Communities

BOARDS AND COMMISSIONS

Throughout the GPU process, the PT will present to and solicit feedback and direction from city boards and commissions. Early and continuous involvement of both the City Council and Planning and Zoning Commission will be critical to the effort. Other city boards such as the Transportation Commission, Parks and Recreation Board, Neighborhood Advisory Committee, Economic Development Advisory Board, and the Airport Commission will be regularly updated by the PT throughout the process.

PUBLIC PARTICIPATION STRATEGIES

Public participation is a key component of an inclusive and comprehensive planning process. Meaningful input from the community provides valuable direction to inform the community's vision and ensures that the city is listening and responding to the community's needs.

UNIQUE PROJECT BRANDING

Using the city's style and branding guidelines, the PT has produced a unique look and feel that will be used throughout the GPU to promote uniformity and familiar with the plan. This branding will be used on all promotional materials and city-created giveaways and will help propel the GPU by keeping the knowledge of it alive with residents though the ratification process.

Name: *Chandler 2026 General Plan Update*

Logo:

CHANDLER
arizona

Fonts:

HEADLINE: MONTSERRAT Light, Regular, Medium, SemiBold, Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890
ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890
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BODY: MERRIWEATHER Light, Regular, Bold

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ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890

ACCENT: MERRIWEATHER Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890

Open Sans is the primary font to be used in web application. Open Sans may also be used in print and other applications when Montserrat is not available or the collateral calls for an alternate sans serif typeface.

OPEN SANS Light, Regular, SemiBold, Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890
ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890
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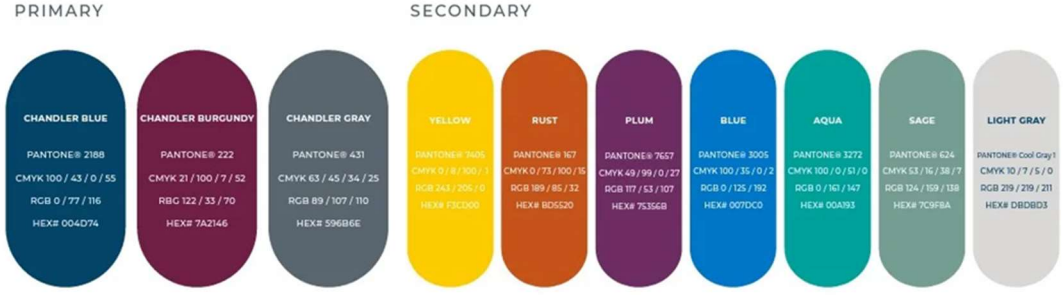


INCLUSIVE ENGAGEMENT

The City of Chandler believes that all community members should be given the opportunity to have a voice in the GPU. The following includes anticipated events and techniques that are intended to engage as many community members as possible throughout the process. Specific details of these activities will be published on the project website and broadly advertised.

- **ENGAGEMENT TRACKING**: Demographic and geographic information will be collected throughout the GPU process to gauge participation. Using this information, and an engagement tracking tool, the city will be able to adjust engagement tools and techniques to target all groups and areas.
- **UNDER-REPRESENTED ENGAGEMENT**: All engagement notification materials will be translated and distributed in both English and Spanish and events will have Spanish translation available. 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.
- **COMMUNITY AMBASSADORS**: Community champions will serve as liaisons or co-creators willing to assist in the process, reach out to their networks, and serve as a familiar introduction between the PT and community groups. The PT will seek out these liaisons throughout the process.
- **DEDICATED PROJECT WEBSITE**: Public engagement activities and all project documents will be available on the website. The website will include community event details, feedback opportunities, interactive mapping, questionnaires, quick polls, and more. The website will be maintained by the PT and linked from the city's website.
- **PROMOTIONAL MATERIALS**: Building on the look and feel of the website, regular updates will be given, both in written and digital form, on project progress to increase awareness of the project and encourage engagement. An informational brochure will be produced and shared with the city and online. Additional materials, such as flyers, newsletters, videos, social media posts, etc., will be utilized to help the city increase awareness and support for the project. Local media news releases and all city social media platforms and E-lists will also be used to advertise public events.
- **ONLINE QUESTIONAIRES**: Questionnaires will be developed prior to and concurrent with community workshops and events to garner feedback and to provide an electronic opportunity to participate in community workshops. Links to these questionnaires will be included on the project website, distributed through E-lists and social media, and available at all community events.

- **COMMUNITY CONVERSATIONS**: A series of in-person and virtual one-on-one and group interviews will be held to listen to community members' perspectives on challenges and opportunities for Chandler and to set the foundation for the GPU. Community members and interest groups will be invited to participate, and a broad list of potential community groups and stakeholders will be compiled and evolve through this process as additional groups are identified.
- **COMMUNITY EVENTS**: Initially after launching of the project website and commencement of the initial community questionnaire and interviews, a community panel will be held in the style of a TEDTalk to help inform and educate community members on important topics and focus areas of the GPU. After this panel event, two in-person interactive workshops will be held to garner direction on the community's vision and desired growth scenarios for the city. These workshops will be held at different times and locations and in concurrent virtual format to ensure broad participation. In addition to the workshops, drop-in events such as community festivals, concerts, parades, or school events to gain input and share information on key topics during the project will be attended to build awareness and gain input on the GPU. Finally, an Augmented Reality Immersion Lab will be a capstone to the GPU reflecting all the input collected through the various mediums employed.

INNOVATIVE USE OF TECHNOLOGY

While traditional in-person engagement methods will continue to play a significant role in the GPU, the use of technology is paramount to disseminate information and broaden outreach. The City of Chandler will use various forms of social media for meeting and input notification as well as options that could include 2D and 3D mapping, ArcGIS Urban, ArcGIS StoryMaps, infographics, immersive 360-degree panorama images and augmented reality, renderings, and modeling to help the community better visualize ideas. The use of this technology is anticipated to be deployed throughout the process.

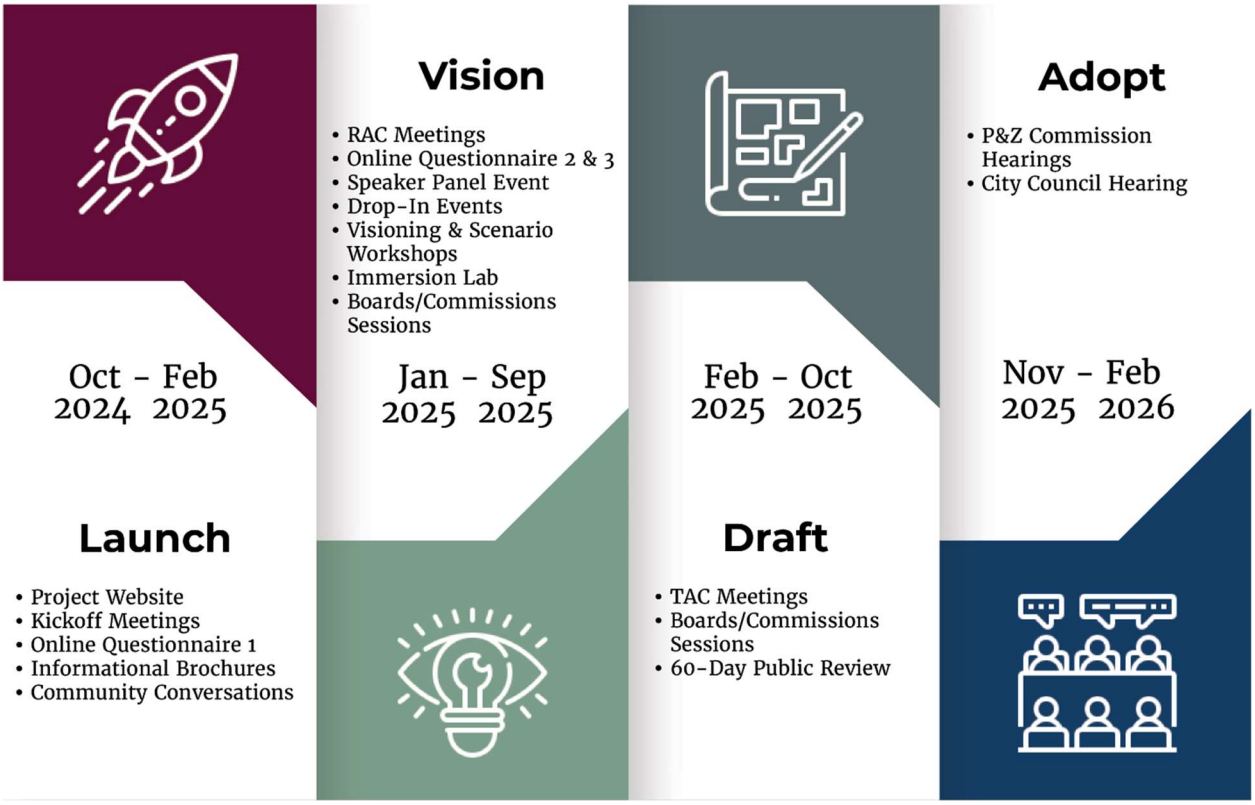
- **SOCIAL MEDIA/ELISTS DISTRIBUTION**: Social media notices will be used to help promote and solicit input and advertise events throughout the planning process. Working with the city's Public Information Officer, social media postings will be distributed to the city's different platforms (e.g., Facebook, Instagram, or Nextdoor) as well as to city E-lists.
- **ARCURBAN MAPPING AND MODELING**: ArcGIS Urban mapping and 3D modeling tools along with artistic and electronic renderings could be used to encourage input and allow community members to participate in scenario planning at in-person workshops and online questionnaires and ArcGIS StoryMaps for virtual workshop interface.

- **AUGMENTED REALITY LAB**: Staff and community members will lead technology-supported workshops to visualize and evaluate choices for different land uses across Chandler. Similar to the technology utilized in the *Chandler Downtown Region Area Plan* process, an augmented reality immersion lab will be the culmination of these workshops offering community members the opportunity to experience human-scaled visualization reflecting input shared throughout the entire public outreach process.

PUBLIC PARTICIPATION TIMING

The GPU process was initiated in October 2024, with an anticipated effective date of August 2026. Following City Council adoption of the GPU in February 2026, the GPU will be placed on the August 2026 primary election ballot for ratification by Chandler voters.

Throughout the GPU process, residents will have numerous opportunities to participate, and each public event will be broadly and legally noticed. Generally, public participation events and activities will be held between January 2025 and February 2026, coinciding with the Vision, Draft, and Adopt phases of the process.



CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** 25-003FA

Date:	February 03, 2025
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:	General Plan Resident Advisory Committee Final Adoption of Ordinance No. 5118

Proposed Motion:

Move City Council adopt Ordinance No. 5118, establishing a Resident Advisory Committee to guide staff and consultants in the Chandler General Plan Update.

Background:

The Charter of the City of Chandler establishes that the City Council has the exclusive power, by ordinance, to create boards, commissions or citizen committees that in the judgment of Council are necessary. The Resident Advisory Committee (RAC) will guide the update to the City's General Plan and will play a very important role in the Public Participation Plan, a larger strategic effort to encourage citizen engagement in the General Plan update process. Should the City Council adopt the formation of the RAC, all meetings will be subject to the Arizona open meeting law and will be conducted accordingly.

The RAC will meet as needed to provide continual guidance to the General Plan Update process.

Ordinance was introduced and tentatively adopted on February 3, 2025.

Attachments

Ordinance No. 5118

ORDINANCE NO. 5118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, FORMING A RESIDENT ADVISORY COMMITTEE TO GUIDE STAFF AND CONSULTANTS IN THE CHANDLER GENERAL PLAN UPDATE.

WHEREAS, the Mayor and City Council desire to update the Chandler General Plan pursuant to Ariz. Rev. Stat. § 9-461.06 and in a manner that is inclusive and representative of the needs and desires of Chandler's citizens; and

WHEREAS, a Resident Advisory Committee is deemed necessary by the Mayor and City Council to guide staff and consultants through the process of updating the Chandler General Plan; and

WHEREAS, the Resident Advisory Committee is considered to be a public body as defined by Arizona Revised Statues, and therefore, any meeting of the Resident Advisory Committee is subject to Arizona open meeting laws; and

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

Section 1. A Resident Advisory Committee, comprised of twenty-one (21) members, shall be formed to guide staff and consultants in updating the Chandler General Plan and all of its elements as required by Arizona Revised Statutes.

Section 2. The Resident Advisory Committee shall sunset after the final draft of the updated Chandler General Plan is adopted by the City Council.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I, HEREBY CERTIFY, that the above and foregoing Ordinance No. 5118 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published in the Arizona Republic on:

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. CP25-016

Date: February 03, 2025
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: Construction Agreement No. DS2202.401 with Sunland Asphalt & Construction, LLC, for the Traffic Signal at Layton Lakes Blvd and Queen Creek Rd.

Proposed Motion:

Move City Council award Construction Agreement No. DS2202.401 to Sunland Asphalt & Construction, LLC, for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road, in an amount not to exceed $1,024,917.

Background/Discussion:

In response to a resident request, a signal warrant evaluation was conducted in 2019 at the Layton Lakes Boulevard and Queen Creek Road intersection. Results of the study showed traffic movements, volumes, and conditions meet warrants for installation of a traffic signal.

The project scope of work consists of installing new traffic signal equipment and associated infrastructure at all four corners of the Layton Lakes Blvd and Queen Creek Rd intersection. In addition to the signalized intersection, the scope also includes updated pavement markings, signage, Intelligent Transportation Systems (ITS) equipment, new Salt River Project (SRP) power service coordination, and ADA-compliant directional sidewalk ramps. The Agreement completion time is 120 calendar days following Notice to Proceed.

Evaluation:

Six (6) bids were opened on December 5, 2024. The bid results were as follows:

Contractor	Bid Total
Sunland Asphalt & Constructors, Inc.	$1,024,916.18
Lincoln Constructors, Inc.	$1,108,885.00
B&F Contracting, Inc.	$1,225,259.96
Combs Construction Company, Inc.	$1,234,552.50
William Charles Construction Company, LLC	$1,310,250.90
AJP Electric, Inc.	Non-Responsive

Fiscal Impact

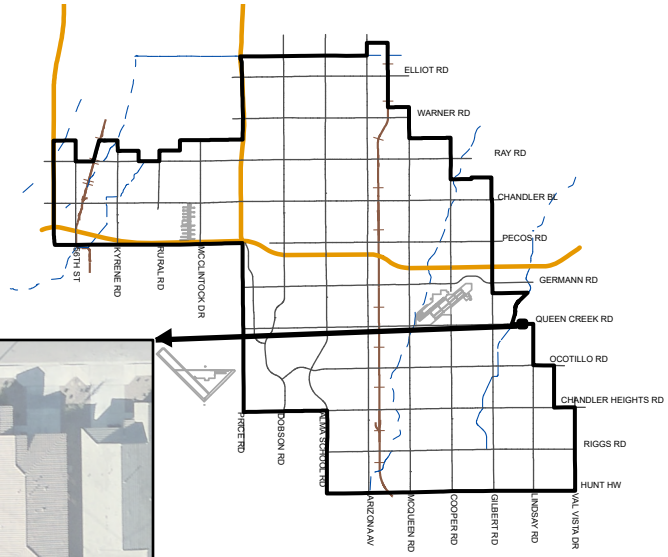
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.1560.6210.6DS322	Streets General Obligation Bond	Traffic Signal Additions	$1,024,917	Y

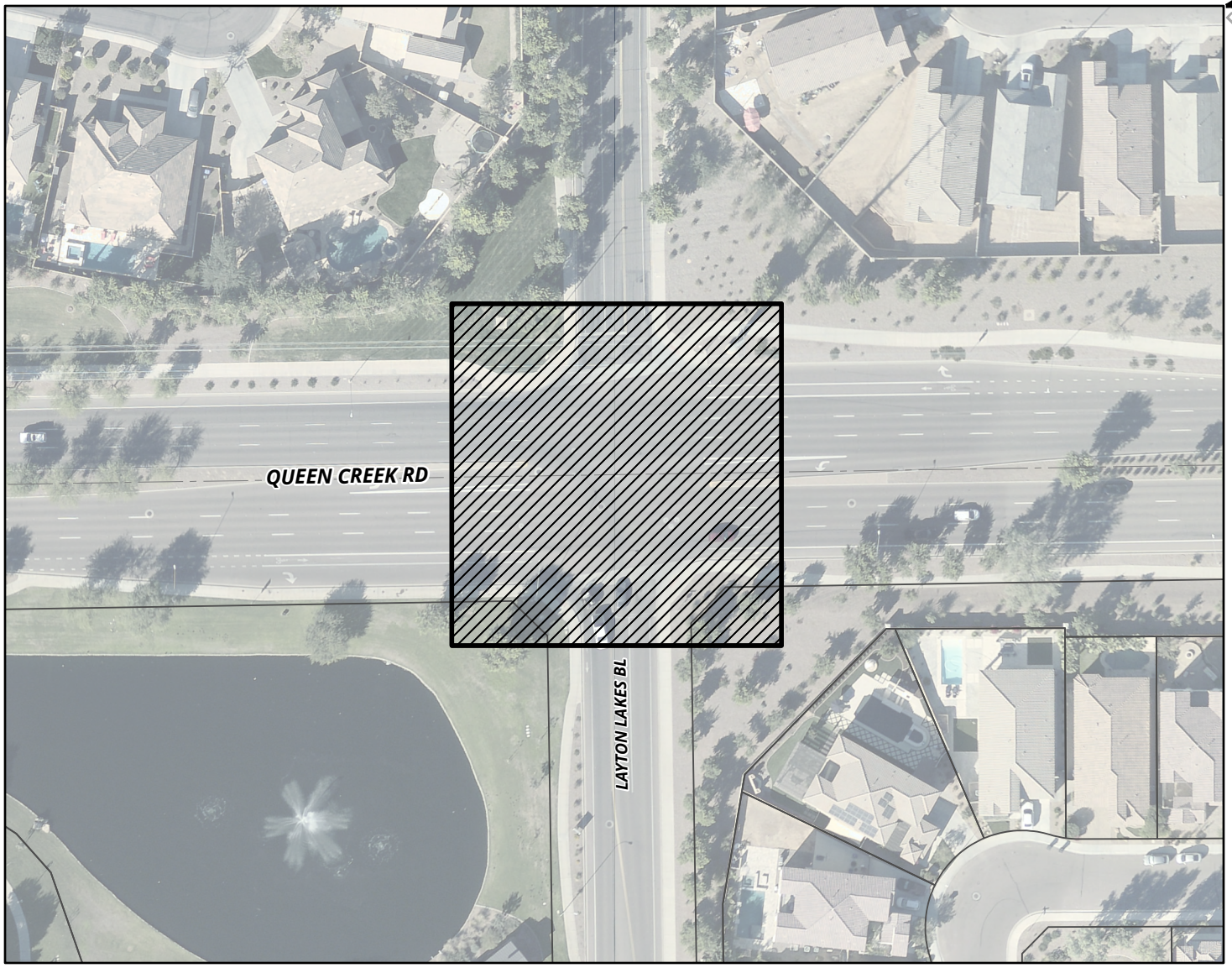
Attachments

Location Map

Construction Agreement - Sunland

CITY OF CHANDLER
TRAFFIC SIGNAL AT LAYTON LAKES BLVD AND QUEEN CREEK RD
PROJECT NO. DS2202.401





MEMO NO. CP25-016

NEW SIGNALIZED INTERSECTION

NTS

ChanGIS

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City of Chandler, Arizona
Public Works & Utilities Department
Capital Projects Division

CONSTRUCTION BID

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD

CITY PROJECT NO.: DS2202.401

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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LEGAL AD DEPARTMENT

CHANDLER arizona
Community of Innovation

INVITATION TO BID

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD
CITY PROJECT NO.: DS2202.401

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:

	THERE WILL BE NO PRE-BID CONFERENCE

SOLICITATION QUESTIONS DUE DATE:

October 25, 2024 **5:00 p.m.** **Arizona time**	All solicitation questions must be emailed to Bid.Questions@chandleraz.gov with the subject line of "**DS2202.401 Traffic Signal at Layton Lakes Boulevard and Queen Creek Road BID QUESTION".** Questions received after the due date and time will NOT be considered.

BID SUBMISSION:

November 13, 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 **Middle 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: *"Traffic Signal at Layton Lakes Boulevard and Queen Creek Road"* *"DS2202.401"*

Work under this Agreement includes: **The project scope of work consists of installing new traffic signal equipment and associated infrastructure at all four corners of the Layton Lakes Blvd and Queen Creek Rd intersection. In addition to the signalized intersection, the scope also includes updated pavement markings, signage, Intelligent Transportation Systems (ITS) equipment, new SRP power service coordination, and ADA-compliant directional sidewalk ramps.** Work must be completed within **120** consecutive calendar days from the Notice to Proceed. The Engineer's Estimate range is **$800,000 - $1,100,00**.

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:	**October 16, 2024** **October 23, 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: **TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD**

CITY PROJECT NO.**: DS2202.401**

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. Non-Collusion Bidding Certification

F. Certificate of Insurability and Bonding

G. Arizona Department of Revenue Privilege Tax License

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:

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD
DS2202.401

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 5th day of December, 20 24

Sunland Asphalt & Construction, LLC	United States Fire Insurance Company
Principal SEAL	**SURETY** SEAL
By: [signature]	By: Paula M Eby
	Paula M. Eby, Attorney-in-Fact
Its: CIVIL DIVISION MANAGER	Willis Towers Watson Midwest, Inc.
	AGENCY OF RECORD
	233 S. Wacker Drive, Suite 1800, Chicago, IL 60606
	AGENCY ADDRESS

CITY OF CHANDLER
CHANDLER, ARIZONA

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD DS2202.401

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 **120** 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
Addendum No.1	November 1, 2024	Addendum No. 3	November 22, 2024
Addendum No. 2	November 8, 2024	Addendum No. 4	November 27, 2024

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 N/A;
or individual trading as N/A
and is the holder of an Arizona State Contractor's License: ROC111922

ATTACH PHOTOCOPY

Classification Class A No. 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 - Civil Division Manager
Name and Title (Print)

ceischen@sunlandasphalt.com
Email Address

NAME OF BIDDER: SUNLAND ASPHALT & CONSTRUCTION, LLC

CITY OF CHANDLER

Traffic Signal at Layton Lakes Boulevard and Queen Creek Road

Project No. DS2202.401

REVISED NOVEMBER 2024 - ADDENDUM 3

BID SCHEDULE

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	Construction Surveying And Layout	LS	1	[redacted]	$16,500.00
2	Owners Allowance	AL	1	$95,000.00	$95,000.00
3	Erosion Control (SWPPP Preparation, Installation, Maintenance, And Removal)	LS	1	[redacted]	$10,400.00
4	Mobilization/Demobilization	LS	1		$102,000.00
5	Subgrade Preparation	SY	99	$47.00	$4,653.00
6	Remove And Replace Asphaltic Concrete Pavement	SY	99	$255.00	$25,245.00
7	Vertical Curb & Gutter, Type A, H=6 In, MAG Det 220-1	LF	182	$82.00	$14,924.00
8	Concrete Sidewalk, MAG Det 230	SF	210	$22.00	$4,620.00
9	Dual Directional Concrete Curb Ramp With Detectable Warning, COC Det C-258-1	EA	4	$7,950.00	$31,800.00
10	Concrete Valley Gutter, MAG Det 240	SF	1,116	$23.50	$26,226.00
11	Adjust Pull Box To Grade	EA	1	$625.00	$625.00
12	Remove Concrete Curb And Gutter	LF	182	$18.00	$3,276.00
13	Remove Sidewalk	SF	1,303	$5.00	$6,515.00
14	Remove Concrete Valley Gutter	SF	1124	$8.00	$8,992.00
15	Remove And Salvage Streetlight Pole And Equipment	EA	1	$4,900.00	$4,900.00
16	Remove And Relocate Streetlight	EA	1	$8,000.00	$8,000.00
17	Traffic Control	LS	1	[redacted]	$86,000.00
18	Uniformed Off-Duty Law Enforcement Officer	HOUR	80	$112.00	$8,960.00
19	Landscape / Irrigation Restoration	LS	1	[redacted]	$18,800.00
20	4 In White Traffic Paint Stripe	LF	3450	$0.40	$1,380.00
21	4 In White Thermoplastic Traffic Stripe	LF	2950	$0.80	$2,360.00
22	Thermoplastic/Preformed Symbol Left Turn Arrow	EA	2	$268.00	$536.00
23	Thermoplastic/Preformed Symbol Right Turn Arrow	EA	2	$268.00	$536.00
24	Bike Lane Symbol Set, Type II (High-Build)	EA	4	$135.00	$540.00
25	Remove And Salvage Sign	EA	3	$295.00	$885.00
26	Remove Pull Box	EA	4	$410.00	$1,640.00
27	No. 7 Pull Box	EA	2	$1,280.00	$2,560.00
28	No. 7 Pull Box W/ Extension	EA	1	$1,590.00	$1,590.00
29	No. 9 Pull Box	EA	1	$9,061.00	$9,061.00
30	Sch. 40 PVC Electrical Conduit, 2 In	LF	210	$59.00	$12,390.00
31	Sch. 40 PVC Electrical Conduit, 2½ In (SRP Service Conduit)	LF	350	$64.00	$22,400.00
32	Sch. 40 PVC Electrical Conduit, 3 In	LF	120	$65.00	$7,800.00
33	Sch. 40 PVC Electrical Conduit, 4 In (Directional Drill)	LF	490	$94.00	$46,060.00

BID SCHEDULE

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
34	Pole Foundation, Type A, ADOT Dwg T-SL 4.01	EA	2	$2,101.00	$4,202.00
35	Pole Foundation, Type PB (Push Button), ADOT Dwg T-SL 4.27	EA	3	$1,722.00	$5,166.00
36	Pole Foundation, Type QC	EA	2	$6,090.00	$12,180.00
37	Pole Foundation, Type RC	EA	2	$6,090.00	$12,180.00
38	Audible Pedestrian Push Button W/ Sign	EA	8	$1,328.00	$10,624.00
39	Video Detection System (Camera)	LS	1	[redacted]	$50,944.00
40	Sign Assembly (IISNS)	EA	4	$7,825.00	$31,300.00
41	Type A Signal Pole, Type A, ADOT Dwg T-SL 4.01	EA	2	$1,781.00	$3,562.00
42	Type PB, Push Button Pole. ADOT Dwg T-SL 4.27	EA	3	$881.00	$2,643.00
43	Type QC Signal Pole	EA	2	$11,053.00	$22,106.00
44	Type RC Signal Pole	EA	2	$15,524.00	$31,048.00
45	20 FT Mast Arm (Tapered)	EA	4	$2,369.00	$9,476.00
46	35 FT Mast Arm (Tapered)	EA	1	$9,214.00	$9,214.00
47	40 FT Mast Arm (Tapered)	EA	1	$9,437.00	$9,437.00
48	55 FT Mast Arm (Tapered)	EA	2	$14,096.00	$28,192.00
49	Meter Pedestal Cabinet	EA	1	$8,031.00	$8,031.00
50	Control Cabinet	EA	1	$48,834.18	$48,834.18
51	Emergency Pre-Emption System	EA	4	$4,802.00	$19,208.00
52	Traffic Signal Mounting Assembly (Type II)	EA	10	$254.00	$2,540.00
53	Traffic Signal Mounting Assembly (Type IV)	EA	2	$706.00	$1,412.00
54	Traffic Signal Mounting Assembly (Type V)	EA	8	$574.00	$4,592.00
55	Traffic Signal Mounting Assembly (Type VII)	EA	3	$770.00	$2,310.00
56	Traffic Signal Face (Type F) (LED)	EA	14	$767.00	$10,738.00
57	Traffic Signal Face (Type Flashing Yellow Arrow) (LED)	EA	4	$1,010.00	$4,040.00
58	Traffic Signal Face (Pedstrian) (Man/Hand) (LED Countdown)	EA	8	$605.00	$4,840.00
59	LED Luminaire (Traffic Signal)	EA	4	$674.00	$2,696.00
60	Electrical Conductors	LS	1	[redacted]	$29,500.00
61	Fiber Optic Cable (Single Mode 144)	LF	4000	$3.50	$14,000.00
62	Underground Fiber Optic Splice Closure	EA	1	$2,155.00	$2,155.00
63	Fiber Optic Patch Panel (12 Port)	EA	1	$3,706.00	$3,706.00
64	CCTV Camera System	EA	1	$5,596.00	$5,596.00
65	Field Hardened Ethernet Switch	EA	1	$7,165.00	$7,165.00
66	SRP Design & Construction Cost	LS	1	[redacted]	$24,105.00

TOTAL BASE BID: $1,024,916.18

BID SCHEDULE

Note 1: Bidders must fill in all blank spaces with an entry. Bids submitted with blank spaces will be considered "Non-Responsive".

Note 2: Bids will be opened and read aloud at an open public meeting at the time and place designed in the invitation for bids. Bids will not be modified after the bid opening. A bidder withdrawing a bid after the bid opening will be deemed non-responsible and the City may make a claim against the bidder's bid bond.

Note 3: The City reserves the right to determine the low bidder based on the Base Bid with or without any Bid Alternate(s).

SUBCONTRACTOR'S LIST FORM

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD
DS2202.401

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:	Roadway Electric LLC	**Company Name:**	Hulxe Construction Services LLC
Contact Name:	Steven McCray	Contact Name:	Albert Latz
Contact Email:	smccray@roadwayelectric.com	Contact Email:	albert@hulxe.net
Contact Phone:	602-943-8300	Contact Phone:	480-450-2372
Work Component:	Electric	Work Component:	Striping
Percentage of Total Work Performed:	36.8%	Percentage of Total Work Performed:	0.7%

Company Name:		**Company Name:**	
Contact Name:		Contact Name:	
Contact Email:		Contact Email:	
Contact Phone:		Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed:		Percentage of Total Work Performed:	

Company Name:		**Company Name:**	
Contact Name:		Contact Name:	
Contact Email:		Contact Email:	
Contact Phone:		Contact Phone:	
Work Component:		Work Component:	
Percentage of Total Work Performed:		Percentage of Total Work Performed:	

Subcontractor Total Work Performed:	$ 384,127.50	Overall Bid Total:	$1,024,916.18
Overall Prime Contractor Self-performance %:	62.5%		

NON-COLLUSION BIDDING CERTIFICATION

(STATE OF) Arizona
ss.
(COUNTY OF) Maricopa

I, Chris Eischen of the City of Phoenix,
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, Civil Division Manager (Title, Position, etc.)

of the firm of Sunland Asphalt & Construction LLC, the Bidder making the Bid for City of Chandler, **TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD**, **City Project No. DS2202.401** 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 4 day of December, 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 **TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD, DS2202.401**, 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

Civil Division Manager
Title

12/04/2024
Date

ARIZONA DEPARTMENT OF REVENUE
PRIVILEGE TAX LICENSE

PROJECT NAME: TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD

PROJECT NUMBER: DS2202.401

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.

00158020420000P6972220200158

LICENSE: 07274948

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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IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. §32-1154(A)(18)]
2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE A.R.S. § 32-1124 (B)(F) § RULE R-4-9-110]

Sunland Asphalt & Construction LLC

1625 E Northern Avenue
Phoenix, AZ 85020

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA February 28, 2026
Registrar of Contractors CERTIFIES THAT

Sunland Asphalt & Construction LLC

CONTRACTORS LICENSE NO. ROC 111922 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

Tom Cole, Director

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Tom Cole, Director

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 # 50125823
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 5th day of December 2024

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT
CAPITAL PROJECTS DIVISION

CONSTRUCTION AGREEMENT

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD

CITY PROJECT NO.: DS2202.401

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

Traffic Signal at Layton Lakes Boulevard and Queen Creek Road

CITY PROJECT NO.: DS2202.401

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CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: DS2202.401

This Agreement ("Agreement") is made and entered into on the _____ day of _____, 2025, 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: Raymond Potts**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3326 Email: Raymond.Potts@chandleraz.gov

Contractor:

Legal Company Name:	**Sunland Asphalt & Construction, LLC**
Mailing Address:	**1625 East Northern Avenue, Phoenix, AZ 85020**
Physical Address:	**1625 East Northern Avenue, Phoenix, AZ 85020**
Arizona Roc No.:	**111922**
Federal Tax Id No.:	**86-0455988**
State Where Organized:	**Delaware**
Business Organization:	**Limited Liability Company**
Statutory Agent Name:	**CT Corporation System**
Statutory Agent Mailing Address:	**3800 North Central Avenue, Phoenix, AZ 85012**
Statutory Agent Physical Address:	**3800 North Central Avenue, Phoenix, AZ 85012**

Contractor's Authorized Project Representative:

Name:	**Chris Eischen**
Title:	**Civil Division Manager**
Phone:	**602-291-3415**
Email:	**ceischen@sunlandasphalt.com**

PROJECT DESCRIPTION:

The project scope of work consists of installing new traffic signal equipment and associated infrastructure at all four corners of the Layton Lakes Blvd and Queen Creek Rd intersection. In addition to the signalized intersection, the scope also includes updated pavement markings, signage, Intelligent Transportation Systems (ITS) equipment, new SRP power service coordination, and ADA-compliant directional sidewalk ramps.

PROJECT LOCATION:

Intersection of Layton Lakes Boulevard and Queen Creek Road

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 **120** Calendar Days (including Substantial Completion by **90** Calendars Days and Final Acceptance by **120** 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.		within	days	$	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 **$1,024,916.18**.

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, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONTRACTOR"

SUNLAND ASPHALT & CONSTRUCTION, LLC

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 Government Approvals and Permits.

4.2.7.1 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.

4.2.7.2 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 Underground Facilities.

4.4.9.1 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.

4.4.9.2 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.

4.4.10 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.

4.4.11 Water Turn-On or Turn-Off.

4.4.11.1 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.

4.4.11.2 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.

4.4.11.3 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.

4.4.12 Tests and Inspections.

4.4.12.1 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.

4.4.12.2 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).

4.4.12.3 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.

4.4.12.4 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.

4.4.13 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.

4.4.14 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.

4.4.15 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.

4.4.16 Contractor must photograph all buried piping of greater than four (4) inches in diameter prior to backfill.

4.4.17 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.

4.4.18 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.

4.4.19 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.

4.4.20 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.

4.4.21 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.

4.4.22 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 **$3,000,000** for each occurrence, **$3,000,000** 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.

d. 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.

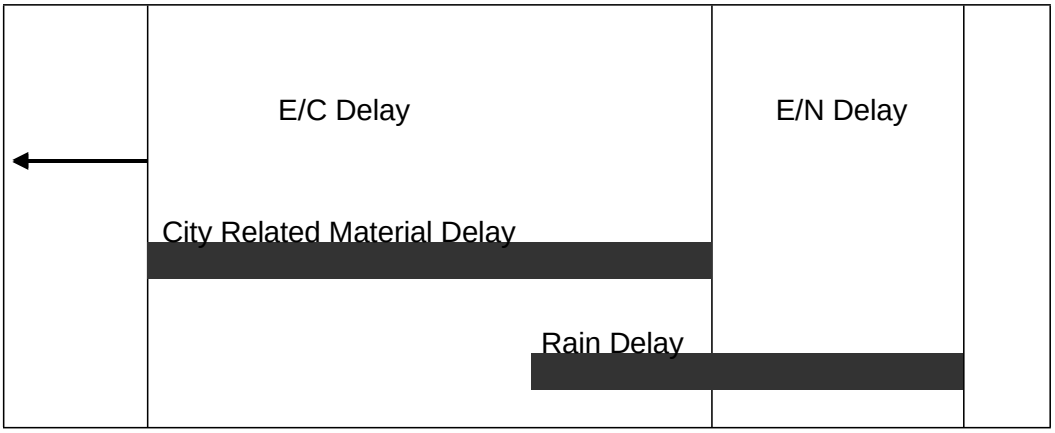
D. Concurrent:

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: **Traffic Signal at Layton Lakes Boulevard and Queen Creek Road**

CITY PROJECT NUMBER: **DS2202.401**

DATE:

Summary of Change (Brief description of proposed change including advantages and disadvantages):

ESTIMATED COST SUMMARY (Attached detailed estimate):

A.	Original Cost:	$ _____
B.	Proposed Cost:	$ _____
C.	Construction Savings (A-B):	$ _____
D.	Gross Savings (Included OH %, Bond %)	$ _____
E.	Contractor Implementing	$_____
F.	City Implementing Cost:	$_____
	Reduction in 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: Traffic Signal at Layton Lakes Boulevard and Queen Creek Road
City Project No.: DS2202.401

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the total compensation of $_____, as set out in the final pay application, as full and complete payment under the terms of the 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 **Traffic Signal at Layton Lakes Boulevard and Queen Creek Road, DS2202.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, 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 **Traffic Signal at Layton Lakes Boulevard and Queen Creek Road**, **DS2202.401** 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:	**Traffic Signal at Layton Lakes Boulevard and Queen Creek Road**		
CITY PROJECT NO.:	**DS2202.401**		
If Federally Funded:	**N/A**		
FEDERAL NO.:	**N/A**	**ADOT NO:**	**N/A**

(*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:	

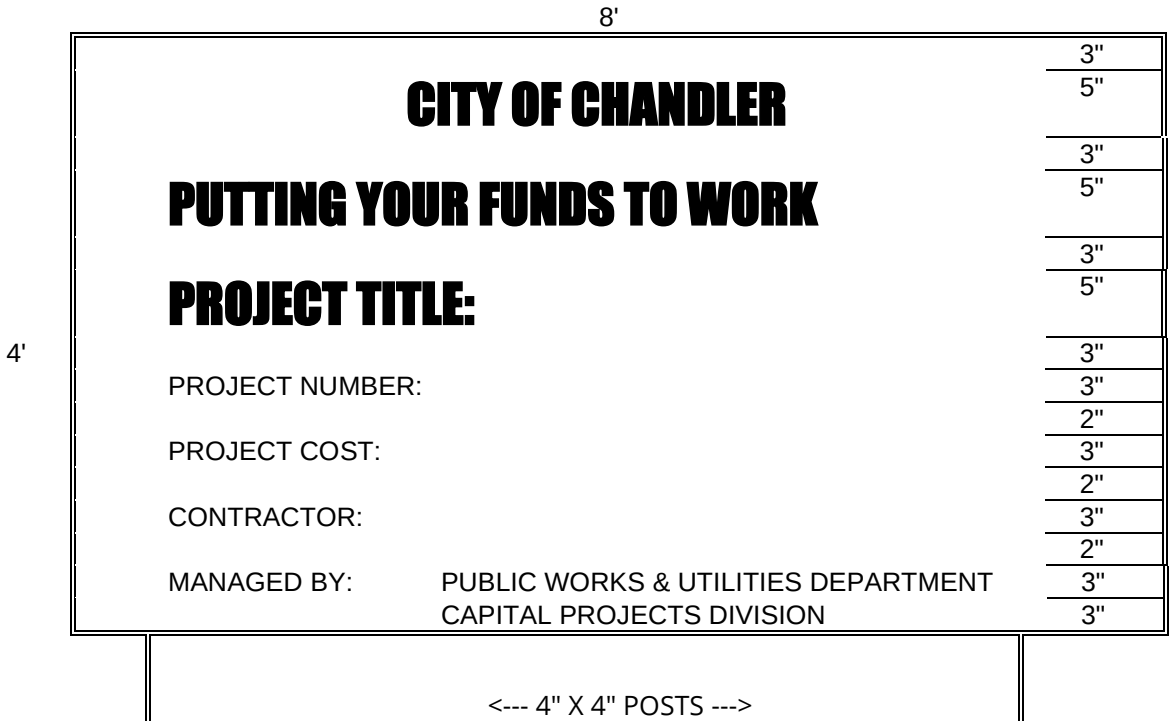
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

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

TRAFFIC SIGNAL AT
LAYTON LAKES BLVD AND QUEEN CREEK RD

CITY OF CHANDLER PROJECT NO. DS2202.401

TECHNICAL SPECIFICATIONS

PREPARED FOR:

CITY OF CHANDLER
PUBLIC WORKS & UTILITES
CAPITAL PROJECTS

PREPARED BY:

Kimley»Horn
1661 EAST CAMELBACK ROAD, SUITE 400
PHOENIX, AZ 85016

DATE: SEPTEMBER 2024

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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, benchmarks, 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 Benchmarks: Temporary benchmarks 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© 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 OWNERS ALLOWANCE:

Description:

This bid item provides a funding mechanism up to the bid item amount to perform out of scope work per General Conditions Section 9 – Changes to the Agreement. Reimbursement from this allowance (in whole or in part) is not ensured and shall not be anticipated, nor planned on receiving. The amount from this allowance shall be included in the total agreement amount as part of this project.

Construction Requirements:

Any deductions or increases in the agreement price must be captured in an approved Owners Allowance request, which is supported by backup per General Conditions Section 7 – Agreement Price, or as the Project Owner and City Construction Representative may require. To use this Owners Allowance, the contractor must work with the City Construction Representative to receive final concurrence from the Project Owner.

Any work performed or costs incurred by the Contractor before an approved Owners Allowance Request will be the responsibility of the Contractor and will not be reimbursed.

Measurement:

There is no direct measurement for the Owners Allowance. The allowance is a fixed amount designated in the construction agreement, to be utilized only as directed by the City Construction Representative with final concurrence from the Project Owner. The contractor is responsible for tracking the Owners Allowance costs to verify they are within the bid item amount.

Payment:

Payments will be made based on actual costs incurred and approved through Owners Allowance Requests, up to the total amount of the Bid Item. Any unused portion of the Owners Allowance will not be paid out and shall be removed at the end of the project through the close out Change Order. No additional payment will be made for costs exceeding the allowance and will require the contractor to submit a formal Owners Allowance request prior to starting work.

ITEM NO. 3 EROSION CONTROL (SWPPP PREPARATION, INSTALLATION, MAINTENANCE, AND REMOVAL)

Description:

The work under this item shall include furnishing a City approved Storm Water Pollution

Prevention Plan (SWPP). The work shall also include furnishing, installing, maintaining, removing, and disposing of temporary erosion control measures as shown on the SWPP, as directed by City Representatives, and in accordance with ADOT Standard Specifications Section 810.

Materials:

All materials shall conform to the requirements of ADOT Standard Specifications Subsection 810-2.

Construction Requirements:

All work under this item will be completed in conformance with the approved SWPP, ADOT Standard Specifications Subsection 810-3, as directed by the City Representative, and all applicable City, County, State, and Federal regulations.

Measurement and Payment:

Erosion Control will be measured as a single complete unit of work and shall be paid for at the contract unit price lump sum, which price will be full compensation for the work, complete in place, including all materials, SWPP Plan, preparation, installation, maintenance, and removal of all temporary erosion control measures as described in herein and in the SWPP plan.

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. 4 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. 5 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 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. 6 REMOVE AND REPLACE ASPHALTIC CONCRETE PAVEMENT

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to remove, dispose, and replace existing asphaltic concreate pavement, including asphaltic surface and base course, aggregate base course, and tack coat at locations as specified on the project plans.

Materials and Construction Requirements:

All Materials and construction methods used in the removal, disposal, and replacement of asphaltic concrete pavement, including asphaltic surface and base course, aggregate base course, and tack coat, shall conform to the requirements of City of Chandler applicable design, standard details, specifications, and supplements, and MAG Standard Specifications Section 205, 310, 336, 350, 601, and 702 except as modified herein.

Asphaltic Concrete Pavement mix design will conform to current East Valley Asphalt Committee (EVAC) Hot Mix Approved Asphalt Mixes. For current EVAC specifications see City of Mesa website located here:

http://www.mesaaz.gov/business/engineering/approve-products-equipment-natural-

gasline-contractors.

The work under this item shall match gradation and thickness of existing asphaltic pavement structural section. Contractor shall remove existing asphaltic concrete surfacing and base course, and aggregate base, regardless of thickness. Butt joints on previously placed cooled pavement shall be tack coated prior to continuing the paving operation. The Contractor shall replace traffic marking markings, in kind, per City of Chandler design, standards, and details.

Measurement:

Remove and Replace Asphaltic Concrete Pavement will be measured per square yard, based on actual field measurement of area, including asphaltic surface and base course, aggregate base course, and tack coat.

Payment:

Remove and Replace Asphaltic Concrete Pavement, 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, including asphaltic surface and base course, aggregate base course, and tack coat.

ITEM NO. 7 VERTICAL CURB & GUTTER, TYPE A, H=6 IN, MAG DET 220-1

Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary to construct new curb and gutter at locations as specified in the Project Plans.

Materials:

Vertical Curb & Gutter will comply with MAG Details 220-1.

Construction Requirements:

The work under this item will comply with MAG Standard Specifications Section 340 in its entirety, and MAG Standard Detail 220-1.

Measurement and Payment:

Vertical Curb & Gutter 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.

Directional Concrete Ramps will comply with City of Chandler Details C-258-1 and C-249 in their entirety, as specified in the Project Plans, all City of Chandler supplements, and

MAG Standard Specifications.

ITEM NO. 8 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 Section 4.72 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. 9 DUAL DIRECTIONAL CONCRETE CURB RAMP WITH DETECTABLE WARNING, COC DET C-258-1

Description:

The work under this item shall consist of furnishing of all materials, labor, and equipment necessary to construct directional concrete curb ramps at locations as specified in the project plans and in accordance with these specifications.

Materials and Construction Requirements:

All Materials and Construction Methods will comply with City of Chandler Details C-258-1 and C-249 in their entirety, as specified in the plans, all City supplements and MAG Standard Specifications, except as modified herein.

Detectable Warning will be per City’s Approved Products List.

The work under this item also includes construction of the adjacent concrete sidewalk areas, concrete curb, and detectable warnings.

Measurement and Payment:

Dual Directional Concrete Curb Ramps 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 item, complete in place.

No additional measurement or payment will be made for detectable warnings, additional sidewalk area or concrete curb, the cost being considered included in price of this item.

ITEM NO. 10 CONCRETE VALLEY GUTTER, MAG DET 240

Description:

The work under this item shall consist of furnishing all materials, labor, and equipment necessary to construct concrete valley gutters and aprons at locations as specified in the project plans and in accordance with these specifications.

Materials and Construction Requirements:

All materials and work under this item will conform to MAG Detail 240 in its entirety, including MAG Standard Specifications and all City supplements except as modified herein.

Measurement and Payment:

Concrete 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. 11 ADJUST PULL BOX TO GRADE

Description:

The work under this item shall consist of furnishing of all materials, labor, and equipment necessary to adjust existing pull boxes to grade at locations as specified in the project plans and the requirements of these specifications.

Materials and Construction Requirements:

Existing pull boxes shall be reset to new grade level at locations as shown on the plans and per the requirements of COC Detail 103-1 and ADOT Standard Specifications Section 732, except as modified herein.

Excavation and backfill shall be in accordance with COC Detail 103-1 and the requirements of the ADOT Standard Specifications Subsection 203-5. Contractor shall

dispose of surplus or unsuitable material at own expense.

Any items damaged by the contractor's operations shall be replaced at no additional cost to the City.

Measurement and Payment:

Adjust Pull Box to Grade will be measured as a unit for each adjusted pull box and will be paid for at the contract unit price each, which price will be full compensation for the work, complete in place, including any excavating, backfilling, and compacting necessary to complete the work.

ITEM NO. 12 REMOVE CONCRETE CURB AND GUTTER

Description:

The work under this item will consist of furnishing all materials, labor, and equipment for the removal and disposal of existing concrete curb & gutter at locations as specified in the Project Plans.

Construction Requirements:

Removal and disposal of existing concrete curb & gutter will comply with MAG Standard Specifications Section 350 and Section 601 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 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. 13 REMOVE SIDEWALK
ITEM NO. 14 REMOVE CONCRETE 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 and concrete valley gutters and apron at locations as specified in the project plans and in accordance with these specifications.

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, and Concrete 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. 15 REMOVE AND SALVAGE STREETLIGHT POLE AND EQUIPMENT

Description:

The work under this item shall consist of furnishing all materials, labor, and equipment necessary to remove and salvage streetlight poles and associated equipment at the locations shown on the project plans and in accordance with these specifications.

Materials:

Excavation and backfill shall conform to the requirements of MAG Standard Specifications Section 350.

Construction Requirements:

The work under this item will include removing and salvaging of existing streetlight poles, luminaires, control nodes, mast arms, and any other identified items per the City Representatives approval. The work under this item will also include removing the foundation in its entirety, base, conductors, pull boxes, and all other appurtenances.

The contractor will coordinate all work associated with the streetlight systems (i.e. de-energizing the system, etc.) with SRP Power.

The contractor will submit a request for a Letter of Authorization (LOA) to the City of Chandler at least one week prior to de-energization and removal of the streetlight. The contractor shall submit the following items along with the LOA request: approved City project plans, SRP Job Work Number, approved SRP plans (if applicable), and list of items to be removed.

At least two weeks prior to removal of any material or equipment, the contractor will make arrangements for the City CIP Inspectors and City Traffic Operations Supervisor to

inspect all items to determine which items are salvageable. Any material or equipment not salvageable, as determined by the City CIP Inspector, 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 by the contractor's operations shall be replaced at no additional cost to the City.

Pole foundations will be removed completely, backfilled and compacted per MAG Standard Specifications.

Measurement and Payment:

Remove and Salvage Streetlight Pole and Equipment will be measured as a unit for each pole removed 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 on the plans, including disposal, excavation, backfilling, and compaction.

No additional payment will be made for the storage or delivery of salvaged materials to the City of Chandler Storage yard, the cost being considered included in the price of this item.

ITEM NO. 16 REMOVE AND RELOCATE STREETLIGHT

Description:

The work under this item shall consist of furnishing all materials, labor, and equipment necessary for the removal of the streetlight pole foundations, pull boxes, and conductors, and the removal, salvage and reinstallation of streetlight poles, mast arms, control node, luminaire, and fixtures at the locations shown on the project plans and the in accordance with these specifications.

Materials:

The material under this item shall comply with City Details C-751-1, C-751-2, C-751-3, C-757-1, C-757-3, City's Approved Product List, and the requirements of ADOT Standard Specifications Section 731.

Excavation, backfill and compaction shall conform to the requirements of MAG Standard Specifications Section 350.

Construction Requirements:

At least two weeks prior to removal of any material or equipment, the contractor will make arrangements for the City CIP Inspector and City Traffic Operations Supervisor to inspect all items to determine which items are salvageable. Any material or equipment not salvageable, as determined by the City CIP Inspector, will be disposed of by the

contractor at his expense. Any items determined to be salvageable prior to removal and then damaged by the contractor's operations shall be replaced at no additional cost to the City.

The contractor will be responsible for removing, storing, and reinstalling the identified streetlight poles, mast arms, luminaires, control nodes, and fixtures, and the removal of the existing pole foundations, bases, pull boxes, conductors, hardware and all other appurtenances.

The salvaged streetlight poles, mast arms, luminaires, control nodes, and fixtures will be installed onto a new foundation with new hardware, conduit, pull box, and lighting conductors, and other appurtenances. Streetlight shall be installed per City Details C-751-1, C-751-2, C-751-3, C-757-1, C-757-3, ADOT Standard Specifications Section 731, and SRP 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 submit a request for a Letter of Authorization (LOA) to the City of Chandler at least one week prior to de-energization and removal of the streetlight. The contractor shall submit the following items along with the LOA request: approved City project plans, SRP Job Work Number, approved SRP plans (if applicable), and list of items to be removed.

Measurement:

Remove and Relocate Streetlight will be measured as a unit for each streetlight removed and reinstalled.

Payment:

The accepted quantities of Remove and Relocate Streetlight, measured as provided above, will be paid for at the contract unit price each, for each fully functioning streetlight system installed, complete in place, which price will be full compensation for the work described and specified herein and on the plans, including hardware, wire, conductor, excavation, backfill, pull boxes, foundations, and appurtenances necessary to complete the work.

No additional payment will be made for hauling, storing, delivery, removal, or disposal off-site of materials, the cost being considered included in the price for this item.

ITEM NO. 17 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. 18 UNIFORMED OFF-DUTY LAW ENFORCEMENT OFFICER

Description:

The work under this item will consist of coordinating, scheduling, and utilizing Local Law Enforcement Officers for traffic control purposes, as required by the City. The Agreementor is encouraged to first utilize City of Chandler officers for off-duty law enforcement officer services. Should City of Chandler officers not be available for the time(s) requested by the Agreementor, the Agreementor may utilize officers from other jurisdictions with prior approval by City Representatives. In all cases, the Agreementor will be responsible for obtaining, coordinating, and paying all costs for local enforcement officers and their vehicles.

Construction Requirements:

A uniformed off-duty law enforcement officer shall not be scheduled to work more than 12 consecutive hours unless an emergency exists. In an emergency situation, the Agreementor shall coordinate with the officer to remain in their current capacity until another officer can take over.

Measurement:

Off-duty officer services will be measured for each hour a uniformed off-duty law

enforcement officer and authorized vehicle is employed directly by the Agreementor and authorized in advance by the City Representative. Off-duty officer services will be rounded to the nearest hour.

Uniformed off-duty law enforcement officer 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 Agreement unit price per hour, which price will be full compensation for the work, complete in place, including vehicle and workman's compensation.

ITEM NO. 19 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 decomposed granite and turf installation for these areas 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 as a single complete unit of work and will be paid for at the contract lump sum price, 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. 20 4 IN WHITE TRAFFIC PAINT STRIPE

Description:

The work under this item shall consist of cleaning and preparing the pavement surface, furnishing all materials, and applying white, water-borne, fast-dry or rapid-dry Type II (High build) traffic paint, and reflective glass beads at the locations shown on the plans, City Details, MUTCD, and associated ADOT Specifications, the requirements of these specifications, or as directed by the Engineer.

Materials:

The materials under this item will conform to the current editions of the City Details C-614, C-618, and C-623 and ADOT Standard Specifications Subsection 708-2, except as modified herein. Any materials not specifically covered shall meet the approval of the Engineer.

Construction Requirements:

The work under this item will conform to the layouts in the project plans, City Details C-614, C-618, and C-623 and ADOT Standard Specifications Subsection 708-3 except as modified herein, or unless otherwise revised by the Engineer.

Measurement:

Pavement marking paint will be measured by the linear foot along the centerline of the pavement stripe. Skips in dashed lines will not be included in the measurement. Length of pavement markings will be based on a 4-inch wide stripe. Measurement for striping with a plan width greater than the basic 4 inches as shown on the plans or directed by the Engineer will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)x Linear Feet}}{\text{4 (inches)}}$$

No separate measurement or payment will be made for cleaning and preparing the pavement surface, including abrasive sweeping and high-pressure air spay, and for disposal of excess materials, cleaning fluids, and empty material containers, the cost being considered as included in contract items.

Payment:

Pavement striping of the type specified, measured as provided above, will be paid for at the contract unit price per linear foot for the total length of painted line applied to the nearest foot, which price shall be full compensation for the work, complete in place, including glass beads, as described, and specified herein and on the plans.

ITEM NO. 21 4 IN WHITE THERMOPLASTIC TRAFFIC STRIPE

Description:

The work under these items shall consist of cleaning and preparing the pavement surface, furnishing all materials, and applying white thermoplastic reflectorized pavement markings using extrusion or ribbon dispensing devices of the required shape and thickness to the prepared pavement surface at the locations and in accordance with the details shown on the plans, the manufacturer's specifications, MUTCD, and the requirements of these specifications.

Materials:

The materials for these items shall conform to the current editions of the City Details C-614, C-618, and C-623, these specifications, and ADOT Standard Specifications Subsection 704-2, except as modified herein.

The preformed pavement markings must be a resilient white product with uniformly distributed glass beads throughout the entire cross-sectional area. Lines are to be capable of being affixed to asphalt pavements by the use of normal heat from a propane type of torch.

The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings will have resealing characteristics, including the capability of fusing with itself and previously applied thermoplastic when heated with a torch.

The markings must be able to be applied with no minimum ambient or surface temperature requirements.

Material must be composed of a modified ester rosin, aggreges, pigments, binders, and glass beads which have been factory produced as a finish product, which shall be designed to meet the requirement of the lasted MUTCD. The thermoplastic material will also conform to AASHTO, designation M249 Specifications for White Reflective Thermoplastic – Solid form, with the exception of the relevant differences for the material begin supplied in a performed state.

New pavement markings will have a uniform adequate nighttime retro-reflectivity when installed. The pavement markings will have an average minimum retro-reflectivity of three hundred fifty (350) millicandelas for white with an 88.76 degree entrance angle and a 1.05 degree observation angle.

Graded Glass Beads: The material must contain a minimum of thirty (30) percent glass beads by weight and be uniformly distributed throughout the material. The beads will be clear and transparent and will not consist of more than twenty (20) percent of irregular fused spheroids, or silica. The index of refraction will not be less than 1.50. Test for roundness will conform to ASTMD-1155 Standard Test Method for Roundness of Glass Sphere requirements or latest revisions thereof. The material will be supplied with factory applied surface beads at a rate of one (1) pound per ten (10) square feet. The surface beads will have a minimum roundness of ninety (90%) percent and refractive index of 1.50.

White Pigments: Sufficient titanium dioxide pigment will be used to ensure a color equivalent to Federal Highway White Docket No. FHWA-99-6190 Table 5 and Table 6 was revised and corrected.

Skid Resistance: The surface of the material must provide a minimum resistance value of forty-five (45) British Pendulum (Tester) Number (PBN) with properly applied and embedded surface beads when tested according to ASTM E-303 Standard Test Method for Measuring Surface Frictional Properties.

Dimensions: The material must be supplied at a minimum thickness of ninety (90) mils or one hundred twenty-five (125) mils as ordered. The thickness measurement will exclude the top surface beads.

The material must be as sized in the FHWA, Standard sizes as shown in the MUTCD.

Environmental Resistance: The material must be designed for use in heavy traffic locations where a maximum wear and tear is present and resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt, or adverse weather conditions.

Construction Requirements:

The work under these items shall conform to the layouts in the plans, City Details C-614, C-618, and C-623, these specifications, and ADOT Standard Specifications Subsection 704-3, except as modified herein.

Application on Asphalt: The materials will be applied using a propane torch method recommended by the manufacturer. The material must be able to be applied with no preheating of the pavement to a specific temperature. The pavement will be clean, dry, and free of debris. Supplier must enclose application instructions with each box/package shipped.

Warranty: There will be a minimum of two (2) year guarantee/non-prorated warranty on workmanship, material, and durability under normal urban traffic conditions from date of delivery.

Satisfactory Performance Life: All supplied preformed, heat-fused thermoplastic material will be considered as providing satisfactory performance life if they do not deteriorate due to natural or environmental causes within their material warranty period as herein specified.

Unsatisfactory performance conditions will be cause for immediate material rejections and replacement at no cost to the City. Unsatisfactory performance conditions include, but are not limited to, the display of the following:

- Bubbles, wrinkles, ripples, peeling, cracks, or breaks on any portion of the applied material greater than 1” x 1” in dimension. This requirement does not apply regarding minor defects around edges or other imperfections in the material due to failure of the asphalt substrate.
- Any shrinkage
- Significant visible delamination from the substrate
- Significant discoloration, including clouding or chalking of the surface.
- Loss of nighttime retro-reflectivity as observed at night under headlights and/or standard practices (including FHWA’s minimum retro-reflectivity guidelines) will be used by the City to judge satisfactory performance.

Measurement:

Thermoplastic pavement longitudinal markings (i.e. edge lines and lane lines) and traverse markings (i.e. crosswalks and stop bars) will be measured by the linear foot along the centerline of the pavement marking line and will be based on a 4-inch wide line.

Measurement for striping with a plan width greater than the basic 4 inches as shown on the plans or directed by the Engineer will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)x Linear Feet}}{\text{4 (inches)}}$$

Crosswalk lines and stop bars traverse lines will be measured for centerline length and adjusted for withs other than 4 inches, as defined above.

No separate measurement or payment will be made for cleaning and preparing the pavement surface, including abrasive sweeping and high-pressure air spay, and for disposal of excess materials, cleaning fluids, and empty material containers, the cost being considered as included in contract items.

Payment:

The accepted quantities of 4 Inch White Thermoplastic Traffic Stripe, measured as provided above, will be paid for at the contract unit price, complete in place, including pavement surface preparation and glass beads.

ITEM NO. 22 THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW
ITEM NO. 23 THERMOPLASTIC/PREFORMED SYMBOL RIGHT TURN ARROW

Description:

The work under these items shall consist of cleaning and preparing the pavement surface, furnishing all materials and applying preformed reflectorized thermoplastic arrows to the pavement in accordance with the details shown on the project plans, the manufacturer's specifications, MUTCD, the requirements of the specifications.

Materials:

The materials for these items shall conform to the current editions of the City Details C-614, C-618, and C-623, the requirements of these specifications, and ADOT Standard Specifications Subsection 704-2, except as modified herein.

The preformed pavement markings must be a resilient white product with uniformly distributed glass beads throughout the entire cross-sectional area. Symbols are to be capable of being affixed to asphalt pavements by the use of normal heat from a propane type of torch.

The markings must be capable of conforming to pavement contours, breaks, and faults through the action of traffic at normal pavement temperatures. The markings will have resealing characteristics, including the capability of fusing with itself and previously applied thermoplastic when heated with a torch.

The markings must be able to be applied with no minimum ambient or surface

temperature requirements.

Material must be composed of a modified ester rosin, aggreges, pigments, binders, and glass beads which have been factory produced as a finish product, which shall be designed to meet the requirement of the lasted MUTCD. The thermoplastic material will also conform to AASHTO, designation M249 Specifications for White Reflective Thermoplastic – Solid form, with the exception of the relevant differences for the material begin supplied in a performed state.

New pavement markings will have a uniform adequate nighttime retro-reflectivity when installed. The pavement markings will have an average minimum retro-reflectivity of three hundred fifty (350) millicandelas for white with an 88.76 degree entrance angle and a 1.05 degree observation angle.

Graded Glass Beads: The material must contain a minimum of thirty (30) percent glass beads by weight and be uniformly distributed throughout the material. The beads will be clear and transparent and will not consist of more than twenty (20) percent of irregular fused spheroids, or silica. The index of refraction will not be less than 1.50. Test for roundness will conform to ASTMD-1155 Standard Test Method for Roundness of Glass Sphere requirements or latest revisions thereof. The material will be supplied with factory applied surface beads at a rate of one (1) pound per ten (10) square feet. The surface beads will have a minimum roundness of ninety (90%) percent and refractive index of 1.50.

White Pigments: Sufficient titanium dioxide pigment will be used to ensure a color equivalent to Federal Highway White Docket No. FHWA-99-6190 Table 5 and Table 6 was revised and corrected.

Skid Resistance: The surface of the material must provide a minimum resistance value of forty-five (45) British Pendulum (Tester) Number (PBN) with properly applied and embedded surface beads when tested according to ASTM E-303 Standard Test Method for Measuring Surface Frictional Properties.

Dimensions: The material must be supplied at a minimum thickness of ninety (90) mils or one hundred twenty-five (125) mils as ordered. The thickness measurement will exclude the top surface beads.

The material must be as sized in the FHWA, Standard sizes as shown in the MUTCD.

Environmental Resistance: The material must be designed for use in heavy traffic locations where a maximum wear and tear is present and resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt, or adverse weather conditions.

Construction Requirements:

The work under these items will conform to the layouts in the Project plans, City Details C-614, C-618, and C-623, these specifications, and ADOT Standard Specifications Subsection 704-3, except as modified herein.

Application on Asphalt: The materials will be applied using a propane torch method recommended by the manufacturer. The material must be able to be applied with no preheating of the pavement to a specific temperature. The pavement will be clean, dry and free of debris. Supplier must enclose application instructions with each box/package shipped.

Warranty: There will be a minimum of two (2) year guarantee/non-prorated warranty on workmanship, material, and durability under normal urban traffic conditions from date of delivery.

Satisfactory Performance Life: All supplied preformed, heat-fused thermoplastic material will be considered as providing satisfactory performance life if they do not deteriorate due to natural or environmental causes within their material warranty period as herein specified.

Unsatisfactory performance conditions will be cause for immediate material rejections and replacement at no cost to the City. Unsatisfactory performance conditions include, but are not limited to, the display of the following:

- Bubbles, wrinkles, ripples, peeling, cracks, or breaks on any portion of the applied material greater than 1” x 1” in dimension. This requirement does not apply regarding minor defects around edges or other imperfections in the material due to failure of the asphalt substrate.
- Any shrinkage
- Significant visible delamination from the substrate
- Significant discoloration, including clouding or chalking of the surface.
- Loss of nighttime retro-reflectivity as observed at night under headlights and/or standard practices (including FHWA’s minimum retro-reflectivity guidelines) will be used by the City to judge satisfactory performance.

Measurement:

Thermoplastic Preformed Left Turn Arrow and Right Turn Arrow will be measured by each unit applied.

Payment:

The accepted quantities of Thermoplastic Preformed Left Turn Arrow and Right Turn Arrow, measured as provided above, will be paid for at the contract unit price for each arrow applied, which price shall be full compensation for the item, complete in place, including necessary cleaning, and primer.

ITEM NO. 24 BIKE LANE SYMBOL SET, TYPE II (HIGH-BUILD)

Description:

The work under this item shall consist of cleaning and preparing the pavement surface, furnishing all materials and applying white water-borne, fast-dry or rapid-dry Type II (High-build) traffic paint, and reflective glass beads at the locations and in accordance with the details shown on the plans, MUTCD, and associated ADOT Supplements, the requirements of these specifications, or as directed by the Engineer.

Materials:

The material under these items shall conform to the City Details C-614 and C-623, and ADOT Standard Specifications Subsection 708-2. The Bike Lane Symbol Set must be waterborne pavement marking paint, Type II (High-build). Any materials not specifically covered shall meet the approval of the Engineer.

Construction Requirements:

The work under this item shall conform to the layouts in the project plans, City Details C-614 and C-623, and the ADOT Standard Specifications Subsection 708-3.

Measurement:

Bike Lane Symbol Set will be measured by each painted symbol set applied.

No separate measurement or payment will be made for cleaning and preparing the pavement surface, including abrasive sweeping and high-pressure air spay, and for disposal of excess materials, cleaning fluids, and empty material containers, the cost being considered as included in contract items.

Payment:

Bike Lane Symbol Set, measured as provided above, will be paid for at the contract unit price for each painted symbol set, which price shall be full compensation for the work, complete in place, including glass beads, as described in the plans and specified herein.

ITEM NO. 25 REMOVE AND SALVAGE SIGN

Description:

The work under this item shall consist of furnishing all equipment, labor, and materials necessary to remove and salvage existing signs at locations as specified in the project plans and ADOT Standard Specifications Section 202 The work shall also include backfilling and compacting the resulting cavities.

Construction Requirements:

The work under this item shall conform to ADOT Standard Specification Subsection 202-3. The contractor will be responsible for removing, salvaging, storing, and delivering the identified existing signs, and removing the existing sign foundation, signpost, hardware and appurtenances and salvaging as required.

At least two weeks 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.

After the sign has been removed, the excavated area shall be completely backfilled and compacted and returned to its former state before removal. Excavation, backfill and compaction shall conform to the requirements of 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, signposts, foundations, or object marks, not specifically indicated on the 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 sign removed 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 measurement or payment will be made for hauling, storing, delivery, removal, or disposal offsite of the signs, signposts, foundations, hardware, excavation, backfill and compaction, the cost being considered as included in the price of the contract item.

ITEM NO. 26 REMOVE PULL BOX

Description:

The work under this item shall consist of the removal and disposal of pull boxes at the locations as shown on the project plans and as specified herein.

Construction Requirements:

The removal of pull boxes will only occur after all cables and conductors have been removed from the conduits entering and exiting the pull box. The contractor will remove and dispose of the existing pull boxes. After the pull box has been removed, the excavated area shall be completely backfilled and compacted and returned to its former state before removal. Excavation, backfill and compaction shall conform to the requirements of MAG Standard Specifications Section 350.

Measurement:

Remove Pull Box will be measured per each pull box removed.

Payment:

Remove Pull Box, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work, complete in place.

No additional measurement or payment will be made for disposal off-site of the pull box, removal of cables, conductors, and conduit, backfill and compaction, the cost being considered as included in the price of the contract item.

ITEM NO. 27 NO. 7 PULL BOX
ITEM NO. 28 NO. 7 PULL BOX W/EXTENSION
ITEM NO. 29 NO. 9 PULL BOX

Description:

The work under these items shall consist of furnishing and installing pull boxes for traffic signals, including, excavating, backfilling, and compacting at locations as specified on the project plans and in accordance with the details shown on the plans and the requirements of these specifications.

Materials:

All pull boxes, extensions and covers will be polymer concrete material and shall conform to the details and size as specified in the project plans. The material will conform to City Details C-103-1 and C-103-2, Section 5.6 of the City’s Engineering and Design Standards

Manual, and ADOT Standard Specifications Section 732, except as modified herein. Contractor to coordination with City CIP Inspector for marking on pull box cover. Markings will be clearly defined and uniform in depth and will be placed parallel to the long side of the lid.

Chipped or cracked pull boxes, covers, and extensions will not be accepted.

Pull box 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:

The pull boxes and extensions shall be installed in accordance with the plans, City Details C-103-1 and C-103-2, Section 5.6 of the City's Engineering and Design Standards Manual, and ADOT Standard Specifications Section 732, except as modified herein.

New pull boxes will be located out of sidewalks, but within the City right of way, as shown on the plans. Adjustments in pull box locations are allowed but are subject to City CIP Inspector approval.

Pull boxes will be installed at finished grade. Contractor will backfill around the pull box with select excavated material and thoroughly compact 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 a unit for each pull box installed.

Payment:

The accepted quantities for Pull Boxes and Pull Box with Extension, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for the work, complete in place, including any excavating and backfilling necessary to complete work.

ITEM NO. 30 SCH. 40 PVC ELECTRICAL CONDUIT, 2 IN
ITEM NO. 31 SCH. 40 PVC ELECTRICAL CONDUIT, 2 ½ IN (SRP SERVICE

CONDUIT)
ITEM NO. 32 SCH. 40 PVC ELECTRICAL CONDUIT, 3 IN
ITEM NO. 33 SCH. 40 PVC ELECTRICAL CONDUIT, 4 IN (DIRECTIONAL DRILL)

Description:

The work under these items shall consist of furnishing and installing electrical conduit for traffic signals and lighting, including horizontal directional drilling, boring, excavating, backfilling, and compacting at locations shown on the project plans and in accordance with the details shown on the plans and the requirements of these specifications.

Materials:

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.

Polyvinyl Chloride (PVC) conduit will conform to ADOT Standard Specifications Subsection 732-2.02.

Conduit runs which enter pole and cabinet foundations will consist of PVC.

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.

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.

Conduit warning tape will be a minimum five-mil thick metallic detectable tape, with a minimum width of 3 inches. Warning tape will be highly resistant to alkalis, acids, and other destructive agents found in the soil.

Warning tape will have a continuous printed message warning of the location of underground conduits. The message will be in permanent ink specifically formulated for prolonged underground use and will bear the words, "CAUTION – ELECTRIC LINE BURIED BELOW" or "CAUTION – FIBER OPTIC CABLE BURIED BELOW" in black letters on a red (electric) or orange (communications) background. Where both electric

and communication lines are in a single trench, both tapes, as described above will be provided.

Mule tape will be constructed of fiber and will be low-stretch and moisture-resistant. The rope will have a nominal pull strength of 2500-pounds. The mule rope will include a distance marking at intervals not to exceed two feet.

The materials for the Schedule 40 PVC Electrical Conduit, 2 1/2" (SRP Service Conduit) 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.

Construction Requirements:

All construction will be performed in accordance with the project plans. Where not included in these Specifications or other referenced specifications, the work under this item will be installed per ADOT Standard Specifications Section 732-3.

Open trenching will be backfilled, compacted and regraded to meet pre-disturbance condition within one day following the installation of the conduit, and in accordance with ADOT Standard Specifications.

Conduit runs shown on the plans are depicted to indicate the intended path from point to point. The actual pathway will be staked prior to any excavation and will be modified as necessary, as approved and directed by the City's Representative, to avoid obstructions that will prevent the east of installation, obstacles and future maintenance or conformance with appropriate codes and specifications. Final conduit locations will be documented and submitted to the City's Representative in the form of a record drawing.

Except for factory bends, conduit bends will have a radius of not less than that specified in the NEC. Conduit will be bent without crimping or flattening, using the longest radius practicable. Communications conduits will not deflect more than one inch per foot (1:12) vertically or horizontally, equivalent to a minimum radius of 6 feet.

If the 1:12 rule cannot be achieved, standard factory-made elbows of 11 1/4, 22 1/2, 30 or 45 degrees, with a minimum radius of 24 inches will be used. 90-deegree cumulative turns will be made of individual elbows with a minimum radius of 36 inches.

The contractor will trench and install the 2.5-inch diameter conduit at the approximate locations indicated on the plans. The conduit will be installed at a depth as shown on the 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.

All conduit runs will be continuous from pull box to pull box, except at the City Representative's approved splicing locations.

Conduits will be at a minimum cover depth of 48 inches, or as indicated in the Project plans. Backfill compaction will be in accordance with ADOT Standard Specifications Subsection 203-5.03 (B) (4).

When conduit is protected and open areas cannot be installed at the minimum depths, it will be encased in Class B concrete, as defined in ADOT Standard Specifications Section 1006.

Conduit installation methods identified as “Trench” may be completed by a different installation method, if approved in advance by the City’s Representative as a means of facilitating installation or mitigating potential damage to existing surface and subsurface elements. If approved by the City’s Representative, the substitution of a different installation method for the original method of installation specified in the plans will be paid for at the original method of installation bid price of the conduit item.

All unoccupied conduits where work is performed will be sealed with a water-tight, corrosion-proof, removable, reusable, and vermin resistant conduit plug or cap. Prior to use, the conduit plug, or cap will be submitted to the City’s Representative for approval.

Occupied conduit where work is performed will be sealed with a conduit cap, as approved by the City’s Representative. The conduit cap must be water-tight, corrosion-proof, removable, and vermin resistant.

A three inch “Y” will be cut into the face of the curb directly over conduit located under rolled or vertical curbs.

The contractor will place warning tape in all trenches in which new PVC conduit is placed. Warning tape is not required in conduit segments where trenchless methods are used for installation. All warning tape will be buried at a depth of 12 inches below the finish grade.

Conduit under existing pavement, curbs and gutters, sidewalks, concrete flatwork, textured or decorative surfaces, and at other specified locations, will be installed by Horizontal Directional Boring (HDB) or Horizontal Directional Drilling (HDD) methods. Use of either method is allowed, subject to approval of the City’s Inspector.

The proposed bore profile will be submitted to the City’s Representative, after the contractor has completed the necessary potholing, and approved prior to beginning the operation at each location.

Directional boring/drilling will be used to install conduits along a prescribed path from the surface with minimal impact to the surrounding area. Installation will be performed in accordance with industry standards and as directed by the City’s Representative.

The contractor’s installation process shall utilize the “walkover” locating system, or other City Representative approved equivalent, for determining the installation profile. The installation equipment will register the depth, angle, rotation, and directional data. At the surface, equipment will be used to gather the data and relay the information to the equipment operator.

When enlargement of an installation hole is necessary, the hole will be at least 25 percent larger than the conduit to be installed, unless otherwise specified by the City’s Representative. Pulling equipment such as grips, pulling eyes, and other attachment hardware external to the conduit will be permitted as long as a wooden dowel is placed

inside the conduit to prevent it from collapsing at the point of attachment when pull tension is at its peak. A swivel will be used with all pulling hardware when pulling back the conduit into the installation path. Drilling fluid will be pumped down the hole to provide lubrication for the conduit as it is pulled in. The pulling tension for installing conduit into the installation path will not exceed 75 percent of the conduit manufacturer's tensile strength rating in order to prevent the conduit from "necking down" or deforming.

All final installation profiles will be submitted to the City's Representative.

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 conduits will have a continuous 2500 lb. mule 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. For all conduits that require pull tape, the pull tape shall terminate at the end of the conduit with a minimum of two feet of coiled slack in each pull box. The mule tape traveling through conduit that terminates in a pull box, will have its wire ends connected to allow for a continuous locating signal to be used for the entire conduit run.

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.

Existing underground conduit to be incorporated into a new system will be cleaned and blown out with compressed air.

No more than one week prior to installation of cable or conductors, all new and existing conduits in which cable or conductors are to be installed will be cleared/cleaned by pull through a mandrel with a diameter of 90 percent of the conduit inside diameter for PVC conduit. The conduit may be brushed or swabbed, if deemed necessary, prior to pulling the mandrel through conduit.

Where indicated on the plans, the contractor will remove and dispose of existing cables and/or conductors in existing conduits. Prior to their removal, all cables and/or conductors to be removed will be identified and marked at all intermediate pull boxes. Conduits to remain empty for future use will have a detectable mule tape installed.

Where multiple cables, conductors, mule tape, and/or new innerducts are required to be installed in the same conduit, all the materials will be installed at the same time.

Conduit entering pull boxes will be capped with conduit end cap or plug fittings until wiring or cabling is installed.

Measurement:

Electrical Conduit will be measured by the linear foot for each diameter size as follows:

A. From center to center of pull boxes

B. From edge of foundation to center of pull box

C. From edge to edge of foundation

D. From end of conduit to center of pull box or foundation

E. From end to end of conduit when no pull boxes are used.

Payment:

The accepted quantities of Electrical Conduit, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place, including excavation and backfill and incidentals any necessary to complete the work.

No direct payment will be made for conduit bends at pull boxes, expansion fittings, and coupling fittings, the cost being considered included in the price of this item.

No additional payment will be made for saw cutting, trenching, pavement removal, disposal and pavement replacement done as part of conduit installation, the cost being considered included in the price of this item.

ITEM NO. 34 POLE FOUNDATION, TYPE A, ADOT DWG T-SL 4.01,
ITEM NO. 35 POLE FOUNDATION, TYPE PB (PUSH BUTTON), ADOT DWG T-SL 4.27

Description:

The work under these items shall consist of furnishing all materials and constructing new foundations for traffic signal poles at the locations shown on the project plans and in accordance with the details shown on the plans and the requirements of these specifications.

Pole foundations shall include all conduit, elbows, anchor bolts, grounding wire and reinforcing steel.

Materials:

The work under these items shall conform to ADOT Standard Drawing No. T-SL 4.01, T-SL 4.27, and T-SL 4.28, ADOT Standard Specifications Subsection 731-2 in its entirety, except as modified herein, and the City' Approved Product List.

Construction Requirements:

The work under these items shall conform to City Standard Detail C-720, ADOT Standard Drawing No. T-SL 4.01, T-SL 4.27, and T-SL 4.28, and ADOT Standard Specifications Subsection 731-3 in its entirety, except as modified herein.

The top of the foundation shall be flush with the surface of the adjacent ramp, curb or sidewalk.

Sidewalk and curb ramp may not be constructed on top of the pole foundation.

Contractor shall gain approval from City CIP Inspector prior to construction. If foundations are constructed and do not satisfy the plans and specifications, the contractor will be responsible for replacement at their own cost.

Measurement:

The foundations for traffic signal poles will be measured as a unit for each type of foundation furnished and installed.

Payment:

The accepted quantities of foundations for traffic signal poles, measured as provided above, will be paid for at the contract unit price each, for the type of foundation designated in the bidding schedule, complete in place, which price shall be full compensation for the work described and specified herein and, on the plans, including hardware, wire, excavation, backfill and incidentals necessary to complete the work.

No measurement or direct payment will be made for anchor bolts the cost being considered as included in the unit price paid for the foundations.

ITEM NO. 36 POLE FOUNDATION, TYPE QC
ITEM NO. 37 POLE FOUNDATION, TYPE RC

Description:

The work under these items shall consist of furnishing all materials and constructing new foundations for traffic signal poles at the locations shown on the project plans and in accordance with the details shown on the plans and the requirements of these specifications.

Pole foundations shall include all conduit, elbows, anchor bolts, grounding wire and reinforcing steel.

Materials:

The work under these items shall conform to City Details C-710, C-713, C-714, and C-

718, ADOT Standard Drawing No. T-SL4.28, ADOT Standard Specifications Subsection 731-2, and the City' Approved Product List.

Construction Requirements:

The work under these items shall conform to City Details C-710, C-713, C-714, and C-718, ADOT Standard Drawing No. T-SL4.28, ADOT Standard Specifications Subsection 731-2, and the City's Engineering and Design Standards Manual.

Contractor shall refer to the ADOT Standard Drawing T-SL 4.28 for further information regarding, anchor bolt details, the bolt projection above foundation and the spacing between the top of foundation and the bottom of the pole base plate.

The top of the foundation shall be flush with the surface of the adjacent ramp, curb or sidewalk. The sidewalk and curb ramp may not be constructed on top of the pole foundation. Contractor shall gain approval from City CIP Inspector prior to construction. If foundations are constructed and do not satisfy the plans and specifications, the contractor will be responsible for replacement at their own cost.

Measurement:

The foundations for traffic signal poles will be measured as a unit for each type of foundation furnished and installed.

Payment:

The accepted quantities of foundations for traffic signal poles, measured as provided above, will be paid for at the contract unit price each, for the type of foundation designated in the bidding schedule, complete in place, which price shall be full compensation for the work described and specified herein and on the plans, including hardware, wire, excavation, backfill and incidentals necessary to complete the work.

No measurement or direct payment will be made for anchor bolts the cost being considered as included in the unit price paid for the foundations.

ITEM NO. 38 AUDIBLE PEDESTRIAN PUSH BUTTON W/ SIGN

Description:

The work under this item shall 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 and in accordance with the details shown on the plans and the requirements of these specifications.

Materials and Construction Requirements:

The work under this item will conform to ADOT Standard Drawing No. T-SL 11-1, ADOT Standard Specifications Subsection 735, and City of Chandler Approved Products List.

Contractor will work with the City's Traffic Management Center for the location and installation of the push buttons.

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 and as specified herein.

ITEM NO. 39 VIDEO DETECTION SYSTEM (CAMERA)

Description:

The work under this item shall consist of furnishing and installing a complete working 4-camera video detection system at the locations as specified in the project plans and in accordance with the details shown on the plans and the requirements of these specifications.

A 4-camera video detection system shall consist of a complete assemblage of the video detection equipment and requirements components for detecting vehicles and bicycles per the direction and approval of the City of Chandler Traffic Control Center (TMC) and Traffic Operations Supervisor, and the approval of the City CIP Inspector.

Materials:

The video detection equipment will be FLIR – TRAFISENSE Dual 2 (645) (one per approach). The video detection system shall include all necessary equipment and accessories required to install a complete working detection system. The video detection equipment shall include, but not be limited by the following items (refer to City's Approved Product List):

- TI BPL2 Edge BIU&SIU Interfaces: Two interfaces are required per Traffic Signal Cabinet.
- SDR-240-48 Mean Well Power Supply, and Cables: One Power Supply is needed for every four sensors to ensure adequate power distribution.

- One (1) 10” Steel Din Rail and Two Unistrut Clips with Screws: One set (including the Din Rail and Clips) is needed per Power Supply to securely mount the power supply within the cabinet.
- Phoenix Contact Ground Terminal Block MFR #3044092: One Ground Terminal Block per Camera
- Phoenix Contact White Terminal Block MFR #3045075: One White Terminal Block per Camera
- Phoenix Contact Black Terminal Block MFR #3045088: One Black Terminal Block per Camera
- Altech Corp Fuse Block MFR #CF4U: One Fuse Block per Power Supply
- Little Fuse SLOW BLOW 3.15A 5X20MM Glass Cartridge 250VAC MFR 02183.15HXP: One fuse per Fuse Block
- Pelco Astro-Brac Product #AG-0169-74-96-PNC: One mount per approach is needed to securely install the camera on the signal arm for optimal detection.
- 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. Contractor shall work with City TMC to ensure detection zones are correct.

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 location is 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’s TMC 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 the City's TMC and City Traffic Operations Supervisor, which will inspect and approve the installation and mounting location of the camera prior to acceptance.

Measurement:

The Video Detection System will be measured as unit for each video detection system furnished and installed.

Payment:

The accepted quantity of Video Detection System, measured as provided above, will be paid for at the contract unit price each, complete in place, which price shall be full compensation for the work described and specified herein and, on the plans, including sensors, cabling, mounting brackets, interface panels, and all other components necessary to provide a complete functional system.

ITEM NO. 40 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 of Chandler Standard Details C-606 and C-607 and the Manufacturer's requirements.

Construction Requirements:

The work under this item will conform to City of Chandler Standard Details C-606, C-607, and C-608 and the Manufacturer's requirements.

IISNS cabling will run un-spliced 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. 41 TYPE A SIGNAL POLE, TYPE A, ADOT DWG T-SL 4.01
ITEM NO. 42 TYPE PB, PUSH BUTTON POLE, ADOT DWG T-SL 4.27

Description:

The work under these items shall consist of furnishing all materials and constructing new traffic signal poles at the locations shown on the project plans and in accordance with the details shown on the plans and the requirements of these specifications.

Materials:

The work under these items will conform to ADOT Standard Drawing No. T-SL 4.01 and T-SL 4.27, City Approved Product List, and ADOT Standard Specifications Subsection 731-2.

Construction Requirements:

The work under these items will conform to City Standard Detail C-720, ADOT Standard Drawing No. T-SL 4.01 and T-SL 4.27 and in accordance with ADOT Standard Subsection 731-3 and City's Engineering and Design Standards Manual.

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, complete in place, which price shall be full compensation for the work described and specified herein and, on the plans, including all hardware, wire, and incidentals necessary to complete the work.

ITEM NO. 43 TYPE QC SIGNAL POLE
ITEM NO. 44 TYPE RC SIGNAL POLE

Description:

The work under these items shall consist of furnishing all materials and constructing new

traffic signal poles at the locations shown on the project plans and in accordance with the details shown on the plans and the requirements of these specifications.

Materials:

The work under these items will conform to City Details C-710, C-713, C-714 and C-717, City' Approved Product List, and ADOT Standard Specifications Subsection 731-2, except as modified herein.

Construction Requirements:

The work under these items will conform to City Details C-710, C-713, C-714 and C-717, C-18, and C-720, ADOT Standard Drawing No. T-SL 4.28 and in accordance with ADOT Standard Subsection 731-3, except as modified herein, and City's Engineering and Design Standards Manual.

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, complete in place, which price shall be full compensation for the work described and specified herein and, on the plans, including all hardware, wire, and incidentals necessary to complete the work.

ITEM NO. 45 20 FT MAST ARM (TAPERED)
ITEM NO. 46 35 FT MAST ARM (TAPERED)
ITEM NO. 47 40 FT MAST ARM (TAPERED)
ITEM NO. 48 55 FT MAST ARM (TAPERED)

Description:

The work under these items shall consist of furnishing all materials and constructing new mast arms for traffic signal poles at the locations shown on the project plans and in accordance with the details shown on the plans and the requirements of these specifications.

Materials:

The work under these items will conform to City Details C-710, C-713, C-714 and C-717, City's Approved Product List, and ADOT Standard Specifications Subsection 731-2.

Construction Requirements:

The work under these items will conform to City Details C-710 C-713, C-714 and C-717, and in accordance with ADOT Standard Subsection 731-3 and City's Engineering and Design Standards Manual.

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, complete in place, which price shall be full compensation for the work described and specified herein and, on the plans, including all hardware and incidentals necessary to complete the work.

ITEM NO. 49 METER PEDESTAL CABINET

Description:

The work under this item shall consist of furnishing and installing meter pedestal cabinets at the locations shown in the project plans and in accordance with the details shown on the plans, the manufacturer's specifications, and the requirements of these specifications,

The meter pedestal cabinet assembly shall consist of the foundation, electrical equipment and components, and all necessary hardware and incidentals necessary to complete work.

Materials:

The meter pedestal cabinet shall conform to the City's Approved Products list, City Detail C-721, ADOT Standard Drawing No. TS 3-5, and ADOT Standard Specifications Section 734-2, except as modified herein.

The meter pedestal foundation will be 3,000 psi Class S concrete and will conform to ADOT Standard Drawing No. TS 2-6 and ADOT Standard Specifications Section 734-2, except as modified herein.

Construction Requirements:

The work under these items will conform to ADOT Standard Drawings No. TS 2-6 and TS 3-5, City Detail C-721, and in accordance with City's Engineering and Design Standard Manual, and ADOT Standard Specifications Section 734-3, except as modified herein.

Measurement:

Traffic Signal Meter Pedestal Cabinet will be measured as a unit for each cabinet furnished and installed.

Payment:

The accepted quantities of Traffic Signal Meter Pedestal Cabinet, measured as provided above, will be paid for at the contract unit price each, complete in place, which price shall be full compensation for the work described and specified herein and, on the plans, including foundations, conduit, elbows, anchor bolts, and all other components necessary to provide a complete functional assembly.

ITEM NO. 50 CONTROL CABINET

Description:

The work under this item shall consist of furnishing and installing traffic control cabinet assembly at the location shown in the project plans and in accordance with the details shown on the plans, the manufacturer's specifications, and the requirements of these specifications,

The traffic control cabinet assembly shall consist of the foundation, controller, complete assemblage of electrical equipment and components for controlling the operation and timing of traffic control signals.

Materials:

The control cabinet will be a Mobotrex Atc 4-Door cabinet per City's Approved Products List and ADOT Standard Specifications Subsection 734-2, except as modified herein.

The traffic signal controller will be a McCain ATC EX2 TS2 Type 1 (per City's Approved Products List) Controller and will conform to the current editions of the ADOT Standard Specifications Section 734--2, except as modified herein.

The control cabinet foundation will be 4,000 psi Class S concrete and will conform to the manufacturer's specifications and ADOT Standard Specifications Subsection 734-2, except as modified herein.

Construction Requirements:

The work under these items will conform to City Detail C-723, the manufacturer's specifications, and ADOT Standard Specifications Section 734-3, except as modified herein.

Measurement:

The traffic signal control cabinets will be measured as a unit for each cabinet assembly furnished and installed.

Payment:

The accepted quantities of traffic signal control cabinets, measured as provided above, will be paid for at the contract unit price each, complete in place, which price will be full compensation for the work described and specified herein and on the plans, including foundation, controller, 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. 51 EMPERGENCY PRE-EMPTION SYSTEM

Description:

The work under this item will consist of furnishing and installing emergency pre-emption system, at the locations as specified in the project plans and in accordance with the details shown on the plans and the requirement of these specifications.

The emergency pre-emption system shall consist of the vehicle sensors, phase selector cards, wires, and all appurtenances required for the operation of the system.

Materials:

The pre-emption system equipment will be Opticom Model No. 721 per the City's Approved Product List and conform to ADOT Standard Specifications Subsection 734-2, except as modified herein.

The pre-emption system 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 shall be furnished and installed as shown on the plans, and in accordance with these specifications and ADOT Standard Specification Subsection 734-3

The pre-emption 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 to the cabinet. 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 and the City's TMC.

The pre-emption system will be tested by the contractor to insure proper operation.

Measurement:

Emergency pre-emption system will be measured as a unit for each pre-emption system furnished and installed.

Payment:

The accepted quantities for the emergency pre-emption system, measured as above, will be paid for at the contract unit price each, complete in place, which shall be in full compensation for the work described and specified herein and, on the plans, including pre-emption sensors, phase selector cards, cables, testing, and other components necessary to provide a complete functional emergency pre-emption system.

ITEM NO. 52 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)
ITEM NO. 53 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)
ITEM NO. 54 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)
ITEM NO. 55 TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)

Description:

The work under these items shall consist of furnishing and installing traffic signal mounting assemblies at the locations as specified in the Project plans and in accordance with the details shown on the plans and the requirements of these specifications.

Materials:

The work under these items shall conform to the City's Approved Product List and ADOT Standard Specifications Section 733-2, except as modified herein.

Construction Requirements:

The work under these items shall conform to the City's Approved Product List and ADOT Standard Specifications Section 733-3, except as modified herein.

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. 56 TRAFFIC SIGNAL FACE (TYPE F) (LED)
ITEM NO. 57 TRAFFIC SIGNAL FACE (TYPE FLASHING YELLOW ARROW) (LED)
ITEM NO. 58 TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND) (LED COUNTDOWN)

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 and in accordance with the specifications.

Materials:

The work under these items will conform to the City's Approved Product List, ADOT Traffic Standard Drawings and ADOT Standard Subsection 733-2, except as modified herein.

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 -40oF to +165oF (–40 oC to +74 oC).

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, 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 -40oF to +165oF (–40 oC to +74 oC). 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 +221oF (+105oC), 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 77oF (25 oC), 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 77oF (25 oC) 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 77oF (25oC) 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 +165oF (+74oC) 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 +185oF (+85oC) 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 +165oF (+74 oC), 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 Subsection

733-3, except as modified herein.

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. 59 LED LUMINAIRE (TRAFFIC SIGNAL)

Description:

The work under these items shall consist of furnishing all materials, labor, and equipment necessary for furnishing and installing LED luminaires at locations as specified in the project plans and in accordance with these specifications.

Materials:

LED Luminaires will be in accordance with the City's Approved Product List, City's Engineering and Design Standard Manual and ADOT Standard Specifications, except as modified herein. The luminaire model and house side shields will be the model will be as indicated on the plans.

Construction Requirements:

Installation of luminaire will meet City standards and per the City's Approved Product List, and the plans. LED Luminaires will be compatible with and meet mounting requirements per ADOT Standard Drawings and ADOT Standard Specifications Subsection 731, except as modified herein.

House side shields will be installed on the luminaires as indicated on the plans.

Measurement:

LED Luminaires will be measured as a unit for each installed in accordance with the plans.

Payment:

LED Luminaires, 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 any associated equipment required in the traffic signal cabinet and for installation.

ITEM NO. 60 ELECTRICAL CONDUCTORS

Description:

The work under this item shall 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 and in accordance with these specifications.

Materials:

The material under this item will conform to the City of Chandler Engineering and Design Standards Manual, City's Approved Product List, ADOT Traffic Signals & Lighting Standard Drawings, and ADOT Standard Specification Subsection 732-2, except as modified herein.

Construction Requirements:

The work under this item will conform to City of Chandler Engineering and Design Standards Manual, City's Approved Product List, ADOT Traffic Signals & Lighting Standard Drawings, and Subsection 732-3 of the ADOT Standard Specifications, except as modified herein.

Measurement:

Conductors (Signals and Signal Lighting) will be measured as a complete unit of work. This method of measurement shall be used for signal and lighting conductors shown in the signal conductor schedule on the project plans.

No measurements or direct payment will be made for conductors in poles and pull boxes, the cost being considered as included in the contract price for the pole and pull box items.

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. 61 FIBER OPTIC CABLE (SINGLE MODE 144)
ITEM NO. 62 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 regard 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 of the ADOT Standard Specifications for Road and Bridge Construction.

(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 pre-lubrication 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.

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.

Sub cable (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.

(E) 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:

(A) 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 regard 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.

(B) 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 regard 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.

(C) Test 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 to the project. 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.

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. 63 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. 64 CCTV CAMERA SYSTEM

Description:

The work under this item shall consist of furnishing all materials, labor, and equipment necessary for installing and testing the CCTV cameras system 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 at the locations shown on the plans and in accordance to these specifications.

Materials:

The CCTV cameras will be the following:

Manufacturer	Model Number
Axis Communications Camera: Midspan POE:	 P5655-E T8134 60W
Pole Mount: Cable:	T91L61 Belden 7929A CAT5E

Refer to the plans and City's Approved Product List 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 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 TMC 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. The contractor will work with the TMC for approval of the CCTV mounting location.
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 System will be measured as unit for each system, furnished and installed, complete in place.

Payment:

The accepted quantities for the CCTV Camera System, measured as above, will be paid for at the contract unit price each, complete in place, which shall be in full compensation for the work described and specified herein and, on the plans, including cameras, camera housings, pan/tilt/zoom assemblies, mounting hardware, power/communications/video cabling, testing, and other components necessary to provide a complete functional CCTV Camera system.

ITEM NO. 65 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.

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.

Town of Gilbert Permits

The Contractor will pay and obtain Town of Gilbert 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.

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 Arizona 811 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:

- SRP Streetlighting Removals
- SPR Streetlighting Relocations
- SRP New Service for Traffic Signal

The following telephone numbers should put the Contractor in contact with the proper personnel for coordination:

UTILITY COMPANY	CONTACT	PHONE
MCI Verizon	Jeremy Slaughter	602-793-8105
Cox	Jeff Krause	520-867-7526
Lumen/Terra Technologies	Kevin Wagner	815-245-9640
Roosevelt Water Conservation District	Tabatha Langland	480-988-9581
Southwest Gas	Gene Florez	480-730-3841
Salt River Project – Distribution	Michael Larance	602-236-2065
Salt River Project – Transmission	Paul Grant	602-236-6310
Salt River Project – Land Agent	Jessica Miles	602-236-8189

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 during construction:

Salt River Project – Distribution

SRP – Power Distribution has facilities that are in conflict within the project limits including streetlight and electrical box at approximately Sta 47+22, 70' Right and at Sta 47+39, 86' Right.

New traffic signal service to the Queen Creek Road and Layton Lake Boulevard traffic signal is also necessary.

The street lighting improvements are identified per SRP Work Order No. T3503492. The Contractor will be required provide and install new SRP conduit and trench connection between the City's traffic signal meter and the new SRP single phase transformer and from the new single-phase transformer to the SRP switching cabinet. The Contractor will be required to provide a 4' x 4' pit in front of the SRP transformer so SRP can connect the conduit to the transformer. SRP will complete the connections between the Contractor installed trench and conduit and the SRP transformer. SRP will also be responsible for installing the service conductors from the city traffic signal meter to the SRP transformer (traffic signal point of delivery).

The following utility companies have facilities in the area, but are not anticipated to be in conflict:

Salt River Project – Transmission
If questions arise before or during construction related to overhead clearance requirements, please contact SRP Safety Services for assistance, at 602-236-8117. SRP Safety Services shall be contacted for a pre-con meeting to review the work plan and clearance requirements for a heavy equipment or any construction activities in the proximity of the OH electrical lines.

Roosevelt Water Conservation District (RWCD)
RWCD has a 42" irrigation pipe throughout the project limits. The 42" pipe is located on the north side of Queen Creek Road and runs east/west through the project limits. There are no conflicts anticipated with the RWCD 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, RWCD, SRP, Chandler Public School District, Gilbert Public School District, and adjacent private development contractors to verify other nearby projects in the vicinity of this project.

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 Queen Creek Rd 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 Queen Creek 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.

PART B: GENERAL INFORMATION

TRAFFIC SIGNAL CONSTRUCTION MEASURES

The contractor shall comply with the following measures for installing traffic signal equipment. The cost of complying with the Traffic Signal Construction Measures will be considered incidental to the other project bid items.

1. **Compliance with Specifications**: All work must be accomplished in accordance with City Standards, Specifications, and Supplements, ADOT Standard Specifications and Drawings, MAG Standards and Specifications, or as directed by the Engineer.
2. **Certified Technicians and Equipment Requirement**: The City of Chandler mandates at least two International Municipal Signal Association (IMSA) certified traffic signal technicians on site during all phases of any traffic signal work. One technician must be at least a Level II. The contractor must provide verification of certification. If a certified technician is not on site, a stop work order will be issued. Temporary and contract employees do not satisfy this requirement. The contractor shall furnish at a minimum one bucket truck and one IMSA certified technician for the installation of traffic signal equipment requiring a lift within the existing roadway.
3. **Personnel List Submission**: Prior to starting any type of construction, the contractor shall submit a list containing names and qualified status of personnel that will be on the immediate job site to the Engineer, the City CIP Construction Manager, or City CIP Inspector. Any changes in this list require immediate notification to the Engineer, the City CIP Construction Manager, or City CIP Inspector.
4. **Reporting Damage**: Any traffic signal equipment damage must be reported immediately to the City CIP Inspector. Damage to traffic signal equipment caused by the contractor's work must be repaired or replaced by the contractor at their expense as required by the City. A City of Chandler traffic signal technician must inspect these repairs.
5. **Operational Requirements**:
    - Traffic signals cannot be dark or in flash mode for more than two hours.
    - Loss of communication must be repaired within 24 hours.
    - Unused or inactive signal heads must be properly covered with approved traffic signal head covers; trash bags, burlap, and tape are not acceptable.
6. **Electrical Compliance**: Grounding and bonding of all electrical systems must be maintained according to National Electrical Code (NEC) Article 250 during all phases of installation, maintenance, or repair.
7. **Repair Response**: If the contractor cannot respond or make repairs within the specified time frames, the City Traffic Operations Division will make the necessary repairs and charge the contractor. The repair charge will be $350.00 or the actual accumulated charge for the employees' time, materials, and equipment, whichever is greater.
8. **Cost Responsibility**: The contractor is responsible for any costs related to the repair or replacement of damaged traffic signal equipment caused by their work.

9. **Incident Reporting**: If a traffic signal problem occurs (e.g., indication outage, knockdowns, utility power outages) not directly resulting from the contractor's work, a City traffic signal technician should be called to respond. If it is determined that the contractor's or subcontractor's work caused the malfunction, the contractor must pay all repair costs.
10. **Fiber Optic Cable Damage**: If traffic signal fiber optic cable is damaged due to the project, it must be replaced in the increment for which it was originally installed, as directed by the Telecommunications & Utility Franchise Manager. No new splice points will be introduced into the system.
11. **Professional Workmanship**: The contractor is responsible for ensuring the quality of work, which must be performed in a professional, neat, and workmanlike manner. The City CIP inspector will determine if the work meets these criteria and may request rework if necessary.
12. **Workmanship Warranty**: The contractor must warranty workmanship for a period of 12 months from the date of acceptance.
13. **Equipment Warranties**: Equipment warranties must be provided to the City CIP Construction Manager, and City Traffic Operations and Transportation Division upon project acceptance.
14. **Coordination with Inspectors**: The contractor must work with City CIP Inspectors for inspections and coordinate with Traffic Operations and Transportation Division for materials and other job-related issues.
15. **Inspection Requests**: Inspection and material requests must be submitted 24 hours prior to the inspection or material pickup.
16. **Inspection Requirements**:
    - Before starting a project
    - Before backfilling trenches and bore pits, and before covering the conduit
    - Before filling pull box holes
    - Before pulling traffic signal and/or fiber optic cable
    - When pole foundations are ready for concrete pouring
    - During concrete pouring for foundations
    - Upon project completion
17. **Signal Head Inspection**: All traffic signal head assemblies must be inspected by the City CIP Inspector and Traffic Operations Division prior to installation by the contractor.
18. **Traffic Control Compliance**: The contractor must comply with the City's Traffic Barricade requirements per the Engineering and Designs Standards Manual for any work within City limits and acquire necessary temporary traffic control permits for the project.
19. **Public Safety**: Approved worksite barricading, and other safety measures must be provided by the contractor to protect the public from trenches and other worksite hazards during working and non-working hours.
20. **Construction Material Management**: Construction materials must not be left in roadways, on sidewalks, or in any location that may impede safe vehicle and pedestrian movement.

21. **Site Security**: The contractor must ensure a secure and safe construction site at the end of each workday.
22. **Employee Safety Procedures**: Employees must follow reasonable safety procedures, including the use of safety hats, gloves, goggles, reflective vests, and safety harnesses when working in a bucket truck.

TRAFFIC SIGNAL ACTIVATION REQUIREMENTS

The Contractor shall comply with the following requirements for installing Traffic Signal Activation. The cost of complying with the Traffic Signal Activation will be considered incidental to the other project bid items.

The purpose of these requirements is to minimize any delay and potential issues on the day of activation. The City Traffic Operations and Transportation Divisions reserve the right to cancel at any time.

1. **Scheduling Activation**: Traffic signal activation must be scheduled two weeks in advance and should occur on a Tuesday or Thursday.
2. **Completion Requirements**: The following items must be 100% complete before requesting traffic signal activation:
    - Utility power
    - ITS communications, including CCTV.
    - Signal head plumb and properly aligned.
    - Wire terminations (including field indications)
    - Electrical grounding
    - Vehicle and pedestrian detection
    - Uninterruptible power supply
3. **Associated Striping**: All related striping, including stop bars and crosswalks, must be installed concurrently with signal activation.

EXHIBIT D

GIS / GPS DATA DELIVERY REQUIREMENTS

N/A

EXHIBIT E

FEDERAL PROVISIONS

N/A

CITY OF CHANDLER, ARIZONA

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD

Project No. DS2202.401

ADDENDUM NO. 1

Date: November 1, 2024

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **5 pages**, is hereby incorporated into the Construction Agreement by this reference.

2. **Question:** Currently the solicitation and bidding documents state the project must be completed within (120) consecutive calendar days from the Notice to Proceed. Can the City increase the Contract time to account for long lead materials. Currently traffic signal poles are being quoted 18 to 22 weeks after release of materials. This does not included time released to the material submittal process.
   Response: The city is open to issuing a **limited** notice to proceed (NTP) to procure long-lead items. The contract duration will not commence until the official NTP is issued.

3. **Question:** The advertisement states that this project must be completed within 120 calendar days, however, the lead time on meter pedestals and signal poles will be well over that. Right now meter pedestals are taking up to 40 weeks after approved submittals and signal poles are 4 weeks to get shop drawings + 2 weeks for submittal approvals + 22-26 weeks for pole fabrication and delivery. The duration to receive materials is up to 280 calendar days and then the contractor needs 6-8 weeks to build the job. That 6-8 week duration does not include the time frame for SRP's crews to heat up the meter pedestal. With all of that considered, will the City issue a delayed NTP after award to account for the material lead times?
   Response: The city is open to issuing a **limited** notice to proceed (NTP) to procure long-lead items. The contract duration will not commence until the official NTP is issued.

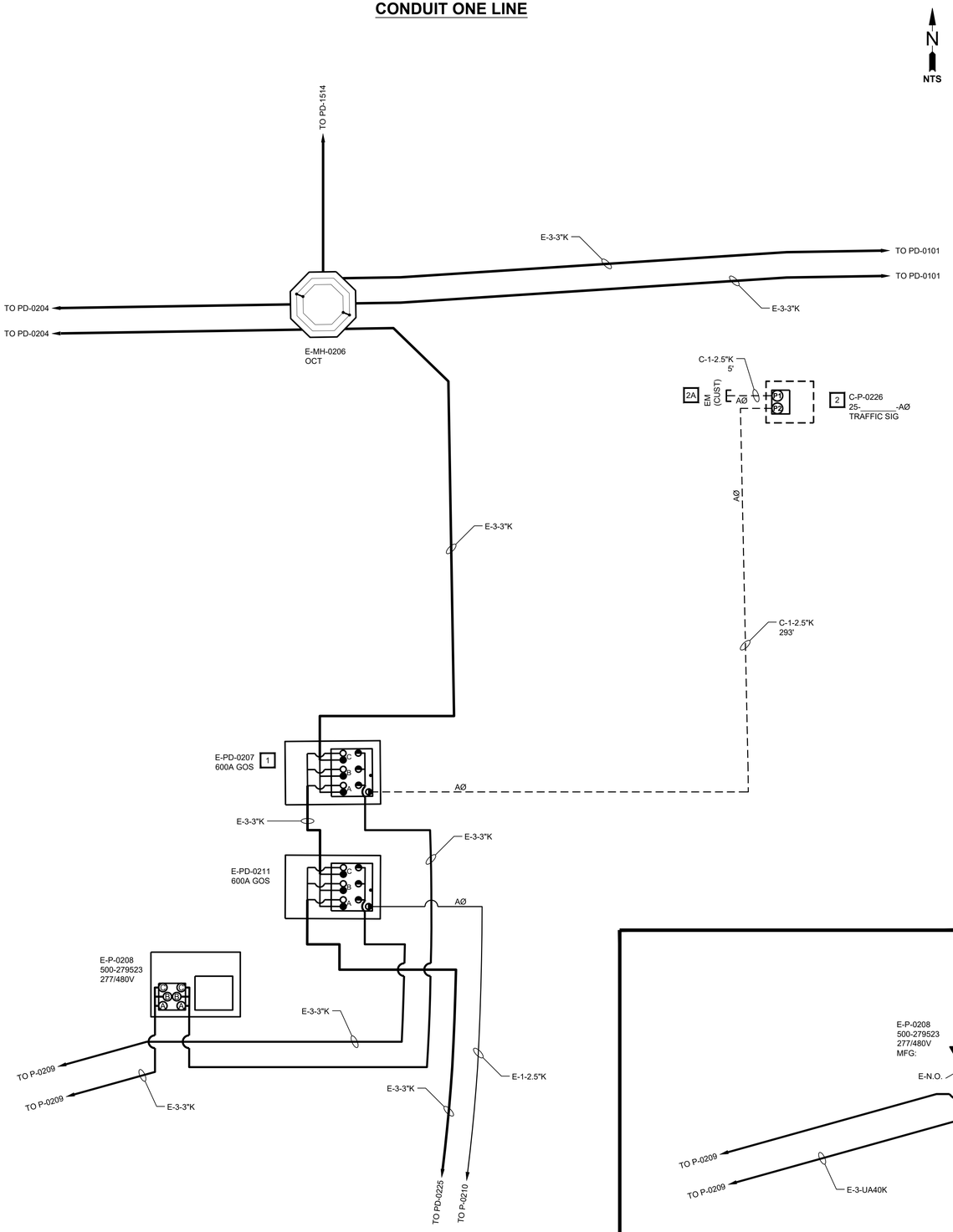
4. **Question:** The current bid schedule shows Item 66 - SRP Design & Construction Cost (1) LS. There does not appear to be an item scope in the Technical Specifications or SRP plan sheets included in the project plans. Please clarify what is required for this item.
   Response: The SRP plans have been attached to this addendum – **See Exhibit A**. (3 Pages)

If you have any questions, please email Bid.Questions@chandleraz.gov.

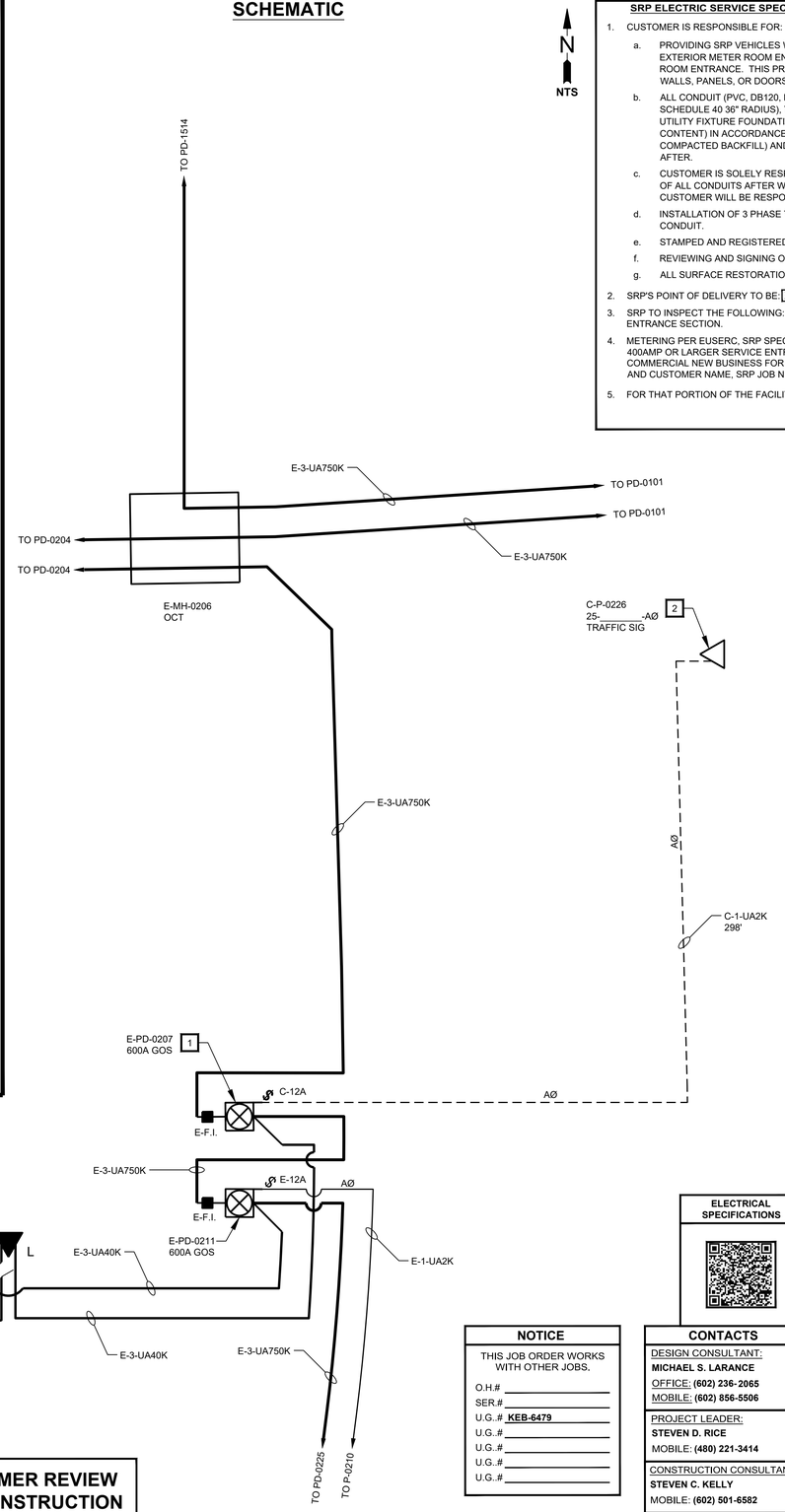
Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer
Public Works & Utilities Dept. – Capital Projects

CONDUIT ONE LINE



SCHEMATIC



FOR CUSTOMER REVIEW
NOT FOR CONSTRUCTION

COMMERCIAL PROJECT NOTES

SRP ELECTRIC SERVICE SPECIFICATIONS ARE AVAILABLE ON-LINE AT: HTTP://WWW.SRPNET.COM/ELECTRIC/BUSINESS/SPECS

1. CUSTOMER IS RESPONSIBLE FOR:
   a. PROVIDING SRP VEHICLES WITH A MINIMUM 12' WIDE AND 20' HIGH PERMANENT TRUCK ACCESS TO ALL SRP EQUIPMENT, ANY SES OR EXTERIOR METER ROOM ENTRANCE. EACH SERVICE ENTRANCE PULL SECTION SHALL OPEN DIRECTLY TOWARDS THE EXTERIOR METER ROOM ENTRANCE. THIS PROVIDES EQUIPMENT ACCESS FOR CABLE INSTALLATION. WITH A MINIMUM WIDTH OF 12', MOVABLE SCREEN WALLS, PANELS, OR DOORS MAY BE USED AS AN ARCHITECTURAL FEATURE, PROVIDED THE ACCESS ROUTE COMPLIES TO SRP
   b. ALL CONDUIT (PVC, DB120, RATED FOR 90 DEGREES C CABLE, ASTM F512 WITH ALL ELBOWS VEHICLE ACCESS REQUIREMENTS. BEING SCHEDULE 40 36" RADIUS), TRENCH, BACKFILL, COMPACTION, (UNLESS OTHERWISE SPECIFIED. ALL FILL BELOW AND AROUND ELECTRIC UTILITY FIXTURE FOUNDATION PADS SHALL BE COMPACTED TO AT LEAST 95% OF MAXIMUM DRY DENSITY (AT OR NEAR OPTIMUM MOISTURE CONTENT) IN ACCORDANCE WITH ASTM D698. 1/2 CONTROLLED LOW STRENGTH MATERIAL BACKFILL MAY BE PLACED IN LEIU OF COMPACTED BACKFILL) AND MAINTENANCE OF TRENCH AND CONDUIT UNTIL WIRE IS PULLED. CONTACT SRP TO SCHEDULE A HOT ID AFTER.
   c. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL CONDUIT INSTALLED ON THE JOB UNTIL SRP'S WIRE IS INSTALLED. SRP TAKES OWNERSHIP OF ALL CONDUITS AFTER WIRE IS INSTALLED. FOR JOBS THAT REQUIRE CONDUIT SPLICING INTO SRP EXISTING CONDUIT SYSTEMS; THE CUSTOMER WILL BE RESPONSIBLE FOR ANY REPAIRS AND/OR RE-DESIGN IN THE EVENT OF A CONDUIT FAILURE.
   d. INSTALLATION OF 3 PHASE TRANSFORMER PAD(S), TEMPLATE(S) AND GROUND ROD(S). LOCATING AND EXPOSING EXISTING STUBBED CONDUIT.
   e. STAMPED AND REGISTERED PROPERTY PINS AND FINAL GRADE STAKES FOR PAD AND TRENCH LOCATIONS.
   f. REVIEWING AND SIGNING OFF ON MATERIALS DELIVERED TO THE JOB SITE.
   g. ALL SURFACE RESTORATIONS AND LANDSCAPE REPAIRS.
2. SRP'S POINT OF DELIVERY TO BE: [X] SES [ ] JUNCTION BOX [ ] TRANSFORMER
3. SRP TO INSPECT THE FOLLOWING: TRENCHING, CONDUIT INSTALLATION, MANDREL (IF REQUIRED), EQUIPMENT PAD(S), COMPACTION AND SERVICE ENTRANCE SECTION.
4. METERING PER EUSERC, SRP SPECIFICATIONS AND MUNICIPAL CODES. SUBMIT ONE ELECTRONIC COPY OF SHOP DRAWINGS FOR ALL PROPOSED 400AMP OR LARGER SERVICE ENTRANCE SECTION. DOUBLE RESIDENTIAL METER PEDESTALS, AND COMMERCIAL SAFETY SOCKET PEDESTALS TO COMMERCIAL NEW BUSINESS FOR APPROVAL PRIOR TO PURCHASE AND/OR MANUFACTURING. SUCH DRAWINGS SHALL INDICATE THE PROJECT AND CUSTOMER NAME, SRP JOB NUMBER, JOB ADDRESS, CONTRACTORS NAME AND PHONE NUMBERS. SUBMIT TO SHOPDRAW@SRPNET.COM
5. FOR THAT PORTION OF THE FACILITY LOCATED WITHIN PUBLIC UTILITY EASEMENTS, THIS SUBMITTAL IS MADE FOR NOTIFICATION PURPOSES ONLY.

GRAPHIC SYMBOLS

- UNDERGROUND STREETLIGHT CONDUCTOR
- UNDERGROUND SERVICE CONDUCTOR
- UNDERGROUND SECONDARY CONDUCTOR
- PROPOSED UNDERGROUND TRENCH/BORE
- EXISTING UNDERGROUND TRENCH/BORE
- INDICATES ABANDONMENT
- A——A MATCH POINTS FOR MULTIPLE SHEETS OF DRAWING

(SHADED SYMBOL INDICATES EXISTING FACILITY)

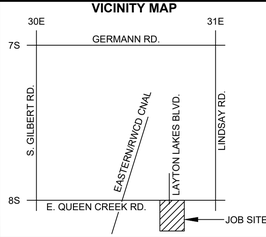
- PROPOSED SINGLE-PHASE TRANSFORMER
- PROPOSED THREE-PHASE TRANSFORMER
- PROPOSED FUSING ENCLOSURE
- PROPOSED SWITCHING ENCLOSURE
- PROPOSED 1 PHASE PULLING ENCLOSURE
- PROPOSED 3 PHASE / FEEDER PULLING ENCLOSURE
- PROPOSED 4/0 PRIMARY TAP ENCLOSURE
- PROPOSED CAPACITOR BANK
- FOR MOST PRIMARY DEVICES OTHER THAN TRANSFORMERS, NO BAR ABOVE THE LETTER INDICATES AN EXIST.FACILITY
- NO BAR IN PAD INDICATES FACILITY IS EXISTING
- BAR INDICATES FRONT OF DEVICE
- A SHADED BAR INDICATES FACILITY IS EXISTING
- PROPOSED FLUSH-MOUNTED J-BOX
- PROPOSED ABOVE-GROUND J-BOX

TYPICAL SRP ABBREVIATIONS

C = CONSTRUCT
R = REMOVE
T = TRANSFER
A = ABANDON
F/SW = FRONT OF SIDEWALK
B/SW = BACK OF SIDEWALK
F/C = FRONT OF CURB
B/C = BACK OF CURB
E/P = EDGE OF PAVEMENT
L/G = LIP OF GUTTER
R/W = RIGHT OF WAY

- E-ELECTRIC
- "E" WITHOUT CIRCLE INDICATES EXISTING TRENCH
- "E" WITH CIRCLE INDICATES PROPOSED TRENCH
- C-COMMUNICATION
- W-WATER
- G-GAS
- SD-STORM DRAIN
- S-SEWER
- SERVICE ENTRANCE SECTION (S.E.S.)
- PROPOSED MANHOLE
- PB PROPOSED PULL BOX
- PROPOSED SPLICE POINT
- PROPOSED STREET LIGHT
- PROPOSED PRIVATE LIGHT (STAKED BY CUSTOMER)
- PROPOSED POLE AND RISER
- DOUBLE SLASH LINES INDICATE REMOVAL
- EM ELECTRONIC MARKER
- CONDUIT

VICINITY MAP



FIELD INSTALLATION STAMP

SURVEY AND PERMIT INFORMATION

- [X] SRP SURVEY TO STAKE FOR LOCATION AND TIE FOR EASEMENTS. CUSTOMER CONTROL POINTS REQUIRED: YES [X] NO [ ]
- [ ] CUSTOMER'S SURVEY TO STAKE FOR LOCATION/CONSTRUCTION AND TIE FOR EASEMENTS. CUSTOMER'S SURVEYOR MUST ATTEND PRE-CON MEETING.
- [ ] SRP SURVEY TO STAKE FOR LOCATION, NO EASEMENT REQUIRED.
- [ ] 3RD PARTY EASEMENT REQUIRED.
- [ ] NO SURVEY REQUIRED.
- [X] PERMIT REQUIRED: CITY OF **CHANDLER** COUNTY _____ OTHER _____ PERMIT NO. _____
- [ ] NO PERMIT REQ.

ELECTRICAL SPECIFICATIONS

NOTICE

THIS JOB ORDER WORKS WITH OTHER JOBS.

O.H.# _____
SER.# _____
U.G.# **KEB-6479**
U.G.# _____
U.G.# _____
U.G.# _____
U.G.# _____
U.G.# _____

CONTACTS

DESIGN CONSULTANT:
MICHAEL S. LARANCE
OFFICE: **(602) 236- 2065**
MOBILE: **(602) 856-5506**

PROJECT LEADER:
STEVEN D. RICE
MOBILE: **(480) 221-3414**

CONSTRUCTION CONSULTANT:
STEVEN C. KELLY
MOBILE: **(602) 501-6582**

INSPECTIONS:
OFFICE: **602-236-6300**

REV	REVISED BY	DATE	REVISION DESCRIPTION
0	**TAYAZZIE**	**07/05/2023**	**JOB CREATED**

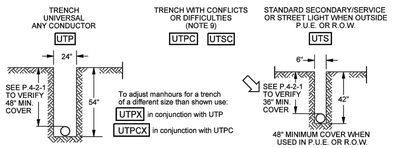
NATURAL GAS [ ]

JOBNAME **LAYTON LAKES BLVD W AND QUEEN CREEK RD TS**
ADDRESS/LOCATION **LAYTON LAKES BLVD W AND QUEEN CREEK RD**
CONTACT **BECKY BRATCHER** PHONE **(602) 906-1161**
BILLING ACCT NO. _____
FIS JO _____ MAP 1/4 **NE** S **18** T **2S** R **6E**
40/ACRE **YF-18-01** COORDS **30 11/16E - 7 15/16S**
WAM WO **T3503492** WAM VERSION _____
COST CENTER **22640**
ROUTING CODE **DDY+8**

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

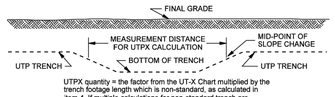
SHEET NUMBER **01** OF **03**

SRP PROPRIETARY



NOTES:

1. Trench depths and conduit cover are to be measured from final grade stakes. All trench depths or conduit cover requirements specified on a job drawing shall be followed.
2. These trench codes provide man-hours for excavation only and do not provide for trench backfill.
3. The total trench footage length will be shown in the grid as standard trench, either UTP for primary or UTS for secondary, street light, or service. When trench is provided by customer, this is the only coding required on the job grid.
4. Non standard trench locations will be identified on the job order sketch with required width and depth dimensions given.
5. When trenching is provided by SRP, non standard trenches shall have 2 compatible unit codes in the grid, UTP plus the UTPX, to adjust the time for digging.
6. When specified depth cannot be obtained because of solid rock, a minimum earth cover of 24" is acceptable, provided a minimum 2" encasement of concrete surrounds the conduit.
7. Use example shown to figure length of UTPX trench, unless the entire trench is non standard.



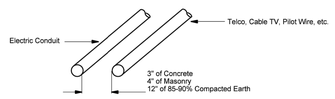
UTPX quantity = the factor from the UT-X Chart multiplied by the trench footage length which is non-standard, as calculated in item 4. If multiple calculations for non-standard trench are made, add all totals together, only one entry is needed for UTPX quantity in the grid.

8. If secondary/service or street light must be placed in P.U.E. or road R.O.W.,use UTP trench dimensions and enter UTS as the compatible unit.
9. Provides 1.5 times regular man-hours.
10. Trench bottom to be smooth and free of sharp rocks. Where excavation is in rock, bottom of trench to have protective layer of clean, level, tamped backfill or sand.

Underground Distribution Construction Standards	REV. CORRECTED TRENCH DEPTH TYPO.	Page 1 of 2
SRP PROPRIETARY MATERIAL	TRENCHING EXCAVATION CODES	ISSUE DATE: 01/15/87 REV. DATE: 03/06/13 APPROVAL: B.PRIEST
	6-11-1	8513E135.DGN

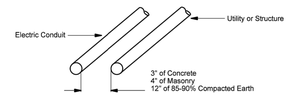
NOTES

1. Minimum vertical or horizontal separations between electric conduit systems and communications conduit systems (NESC Rule 320B2):



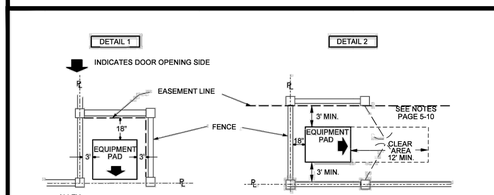
2. Minimum clearance between an electric conduit system and other existing underground structures or utilities (Note 4):

3. Horizontal clearance for parallel structures (NESC Rule 320B):



4. An alternative to 12" of 85-90% compacted earth is a rigid support for the upper structure to prevent it from transferring any direct load to lower structure.
5. Conduit should be installed as far as practical from a water main to protect it from being undermined if the main breaks.
6. Municipals and other utilities may have additional requirements.

Electric Service Specifications		
SRP PROPRIETARY MATERIAL	CLEARANCES UNDERGROUND CONDUIT	ISSUE DATE: 04/15/86 REV. DATE: 10/25/12 APPROVAL: W.LARAMIE
	5-3	8508E148.DGN

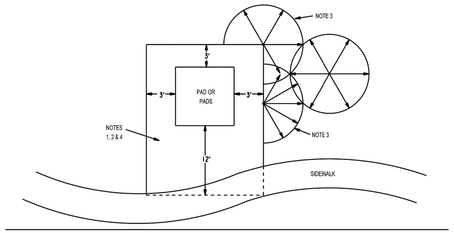


NOTES

The distances shown around equipment pads shall be totally unobstructed. These distances also apply to poles & structures in overhead areas.
EXCEPTION: No pole or structure shall be totally enclosed by a wall or fence with an access gate (upper right diagram not allowed in overhead areas).

TYPE OF EQUIPMENT	MINIMUM OPENING WIDTH
All Except 3Ø Transformers Below	6 1/2'
150 - 500 kVA Transformers	10'
750 - 1,000 kVA Transformers	12'
1,500 - 2,500 kVA Transformers	12'

Electric Service Specifications		Page 1 of 3
SRP PROPRIETARY MATERIAL	CLEARANCES CUSTOMER FENCING, EQUIPMENT OR OBSTRUCTIONS ADJACENT TO SRP EQUIPMENT INSTALLATIONS	ISSUE DATE: 04/15/86 REV. DATE: 06/06/17 APPROVAL: N.SABBAH
	5-11	8509E45.DGN



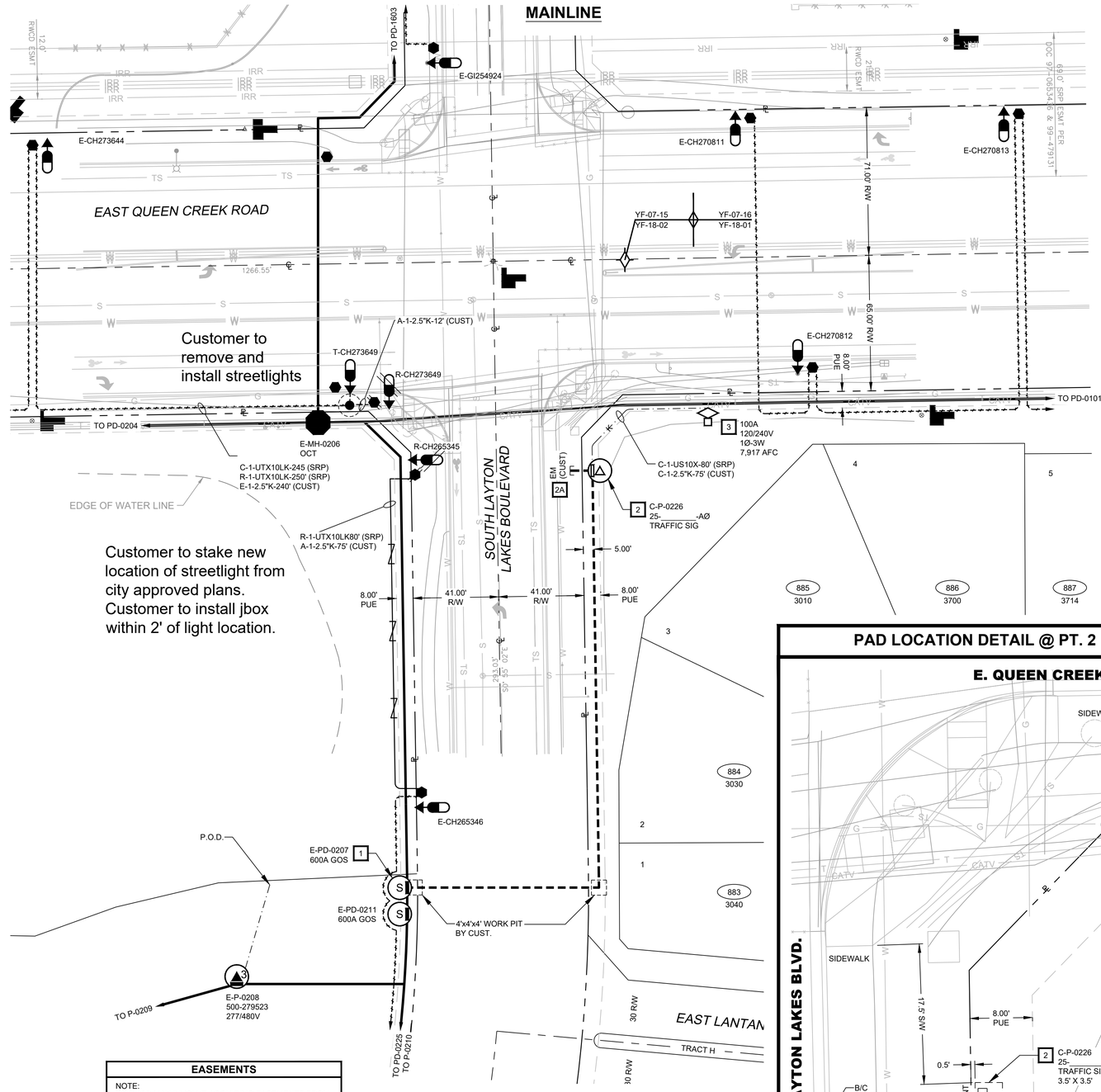
NOTES

1. Easement grantor shall maintain a clear area that extends 3' from and around all edges of all transformer pads and other equipment pads and a clear operational area that extends 12' immediately in front of all transformer and other equipment openings. Do not place obstructions, trees, shrubs, fixtures or permanent structures within aforementioned areas. Easement documents may supersede these requirements.
2. This same clear area shall be dry landscaped.
3. Direct sprinkler heads away from pad-mounted equipment, as shown above. Sprinkler heads shall not spray on pad-mounted equipment or dry landscaped area around equipment.
4. Dry landscape surface may be native soil, concrete, asphalt pavement or crushed granite or gravel with a maximum particle size no greater than 1".
5. A border curb is required if SRP installs the landscape.

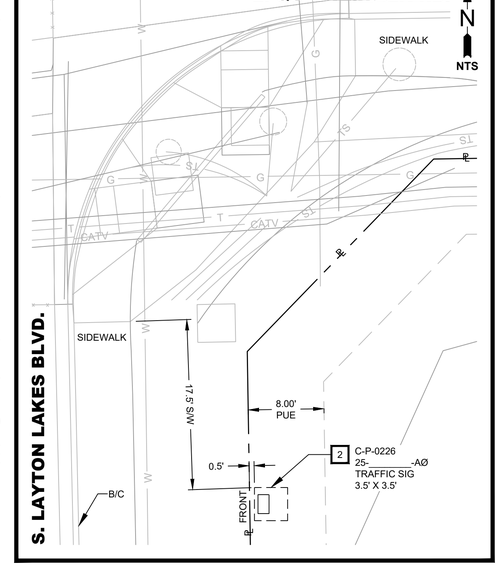
Electric Service Specifications		
SRP PROPRIETARY MATERIAL	CLEARANCES DRY LANDSCAPE CONTROLLED AREA DETAIL	ISSUE DATE: 03/02/01 REV. DATE: 10/25/12 APPROVAL: W.LARAMIE
	5-10	8509E133.DGN

MAINLINE

SCALE:1" = 30'



PAD LOCATION DETAIL @ PT. 2



*SPLICE POINT NOTES:

- CUSTOMER TO EXCAVATE AND EXPOSE EXISTING CONDUIT UNLESS OTHERWISE NOTED.
- SRP TO PHASE ID CONDUIT.
- CUSTOMER TO SPLICE ALL CONDUIT UNLESS OTHERWISE NOTED.
- CUSTOMER TO BACKFILL.

FOR CUSTOMER REVIEW
NOT FOR CONSTRUCTION

EASEMENTS

NOTE:
THIS JOB MAY INVOLVE ACQUIRING EASEMENTS FROM MORE THAN ONE PROPERTY OWNER. SRP ADVISES NO TRENCHING BE DONE UNTIL ALL SRP EASEMENTS HAVE BEEN SECURED. SHOULD THE CUSTOMER TRENCH PRIOR TO SRP EASEMENTS BEING SECURED, IT IS AT THE CUSTOMER'S OWN RISK AND SRP DOES NOT ASSUME ANY COST OR LIABILITY INVOLVED.

CONDUIT AND MULE TAPE SPECS

1. CONDUIT WILL BE PVC DB120 RATED 90 C CABLE MEETING THE REQUIREMENTS OF ASTM F512
2. CUSTOMER SHALL PROVIDE & INSTALL 2500 LB TENSILE STRENGTH 5/8" PRE-LUBRICATED MULE TAPE FOR ALL SERVICE CONDUITS

ELECTRICAL SPECIFICATIONS

CONTACTS

DESIGN CONSULTANT:
MICHAEL S. LARANCE
OFFICE: **(602) 236- 2065**
MOBILE: **(602) 856-5506**

PROJECT LEADER:
STEVEN D. RICE
MOBILE: **(480) 221-3414**

CONSTRUCTION CONSULTANT:
STEVEN C. KELLY
MOBILE: **(602) 501-6582**

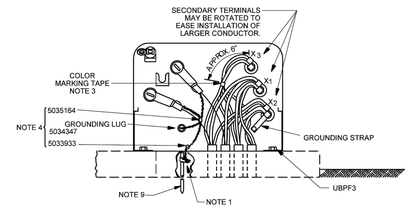
INSPECTIONS:
OFFICE: **602-236-6300**

NATURAL GAS ☐

JOBNAME **LAYTON LAKES BLVD W AND QUEEN CREEK RD TS**
ADDRESS/LOCATION **LAYTON LAKES BLVD W AND QUEEN CREEK RD**
CONTACT **BECKY BRATCHER** PHONE **(602) 906-1161**
BILLING ACCT NO.
FIS JO MAP 1/4 **NE** S **18** T **2S** R **6E**
40/ACRE **YF-18-01** COORDS **30 11/16E - 7 15/16S**
WAM WO **T3503492** WAM VERSION
COST CENTER **22640**
ROUTING CODE **DDY+8**

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

SHEET NUMBER **02** OF **03**



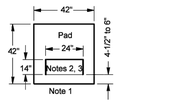
NOTES

1. PRIOR TO THE TRANSFORMER PAD BEING SET, TELCO AND/OR CABLE TV WILL STUB A BONDING WIRE TO THE GROUND ROD. SRP WILL CONNECT THIS BOND WIRE TO THE GROUND ROD.
2. A FENCE IS NOT ALLOWED TO BE BUILT ACROSS FRONT OF TRANSFORMER. A GATE IS PERMISSIBLE IF IT IS FREE OF LOCKS THAT WOULD PROHIBIT ACCESS BY SRP PERSONNEL.
3. FOR CABLE AND TRANSFORMER IDENTIFICATION, SEE IDENTIFICATION MARKING METHODS IN THE MISCELLANEOUS SECTION.
4. ALL CONCENTRIC NEUTRAL WIRES MUST BE CONNECTED TOGETHER WITH A COMPRESSION CONNECTOR. ONE CONCENTRIC NEUTRAL IS TO BE CONNECTED TO THE GROUND ROD. THE OTHER CONCENTRIC NEUTRAL IS TO BE CONNECTED TO THE TANK GROUND.
5. SEE LUBRICATING PROCEDURE FOR TRANSFORMER BUSHINGS AND ELBOWS IN THE CABLE AND ACCESSORIES SECTION.
6. WHEN PRIMARY CABLES ARE CUT TO LENGTH, THEY MUST BE LONG ENOUGH TO REACH ONE BUSHING AND PARKING STAND.
7. THE PENTA BOLT MUST BE TIGHTENED AND THE CABINET LOCKED AT ALL TIMES.
8. SECONDARY PHASE BUSHINGS X1 AND X3 ARE TO HAVE A QUICK CONNECT BAR INSTALLED WITHOUT USE OF JAM NUTS. REMOVE FACTORY INSTALLED JAM NUTS. THE NEUTRAL BUSHING X2 WILL REQUIRE THE USE OF ONE JAM NUT TO TIGHTEN THE GROUND STRAP AGAINST THE INSTALLED BAR CONNECTOR. THE NEUTRAL BUSHING DOES NOT REQUIRE AN INSULATING COVER.
9. INSTALL GROUND ROD SO IT DOES NOT INTERFERE WITH PRIMARY AND SECONDARY SERVICE CABLES. NOT REQUIRED WHEN DIRECT-BURIED BARE CONCENTRIC NEUTRAL CABLE IS PRESENT.
10. ALL PAD ELEVATIONS SHALL BE ESTABLISHED BY SURVEY (BLUE TOP) AND TOP OF PAD SHALL BE MINIMUM OF 4" ABOVE FINAL GRADE IN IMMEDIATE AREA.

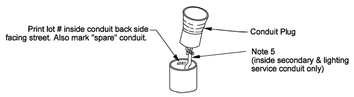
Underground Distribution Construction Standards SRP PROPRIETARY MATERIAL	TRANSFORMERS SINGLE PHASE PAD-MOUNTED INSTALLATION	ISSUE DATE: 08/05/13 REV. DATE: 02/02/15 APPROVAL: B. PRIEST
	9-10-1	8513E179.DGN

SECTION 7: TRANSFORMER PADS

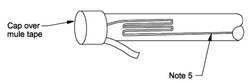
ELEVATION VIEW



Secondary/Service Conduit Marking and Mule Tape (by party installing the conduit)



Mule Tape in Service Conduit Only

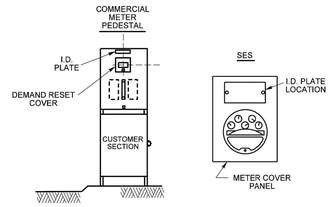


NOTES

1. For reference only. Single phase pad provided by SRP.
2. Primary and secondary opening.
3. A stub-up template, along with design details by SRP, will locate conduit and ground rod within the primary/secondary window.
4. Top of ground rod and all conduits are to be 5" above final grade for new transformer installations.
5. Customer installed and approved (section 11), 2,500 pound, continuous (no tied pieces), flat, pre-fabricated pull-tape shall be free moving and not glued to the conduit.

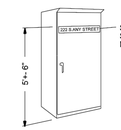
Electric Service Specifications SRP PROPRIETARY MATERIAL	TRANSFORMER PADS PRECAST PAD FOR SINGLE PHASE TRANSFORMER (NOTE 1) 25 TO 167 kVA	ISSUE DATE: 10/25/12 REV. DATE: APPROVAL: W. Laramie
	7-1	8509E350.DGN

E. The identifying Labeling for SESs shall be metal riveted to the meter cover (see page 11-46, detail titled "Labeling SES, Meter Cover Panel"). If the main breakers are not installed directly adjacent to the meter, both the meter and the main breaker shall be identified with individual labels. SRP may require the Customer or their contractor to open the apartments or suites at the time the meters are set in order to verify that each meter socket serves the apartment or suite indicated by the marking labels.



F. In the case of multiple buildings, the building or unit number and street addres shall be identified on the pull section in the manner described below.

SERVICE ENTRANCE SECTION



Electric Service Specifications SRP PROPRIETARY MATERIAL	METERING & SES SERVICE ENTRANCE SECTION ADDRESSING & IDENTIFICATION	Page 2 of 2 ISSUE DATE: 04/15/99 REV. DATE: 11/02/12 APPROVAL: W.LARANIE
	9-11	8509E125.DGN

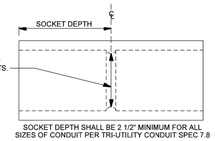
PVC STRAIGHT AND ELBOW BELLED END

CONDUIT DIAMETER	MINIMUM SOCKET DEPTH
2 1/2"	2 3/8"
3"	2 7/8"

COUPLINGS

SHALL NOT BE LESS THAN THE INSIDE DIAMETER OF THE DB120 STRAIGHT CONDUIT IT CONNECTS.

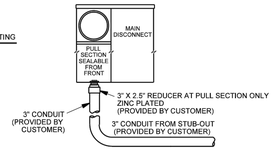
CONDUIT COUPLING DIAMETER	COUPLING SRP MATERIAL ITEM NUMBER
2 1/2"	5034166
3"	5034168



END BELL FITTING

CONDUIT STUB UP MUST BE SPACED MINIMUM 3/4" APART TO INSTALL END BELL FITTING.

REDUCER AT PULL FITTING



Electric Service Specifications SRP PROPRIETARY MATERIAL	TRENCHING AND CONDUIT SIZES & SPECIFICATIONS BELLED ENDS AND FITTINGS	ISSUE DATE: 03/13/01 REV. DATE: 05/22/13 APPROVAL: W.LARAMIE
	6-3	8509E127.DGN

SECTION 11: CONTRACTOR-SUPPLIED MATERIAL

Meter Cover Panel

NOTES

The identifying label shall:

1. Be impressed into or raised from a label aluminum or brass (non-ferrous metal).
2. Have a ¼" minimum letters (5/16" letters for Dymo-type metal labels).
3. Have impressions deep enough to prevent it from being obscured by paint.

Pull Section, Multiple Buildings

NOTES

The identifying label shall:

1. Be ¾" minimum red block letters on white background.
2. Be an aluminum or brass (non-ferrous) label permanently affixed by metal rivets or double-sided tape (3M F9473PC) to outside of exterior door.
3. Not be painted directly on the door.

Allowable Connected Load

NOTES

The identifying label shall:

1. Be ¼" minimum red block letters on white background.
2. Be an aluminum or brass (non-ferrous) label permanently affixed by metal rivets or double-sided tape (3M F9473PC) to outside of exterior door.
3. Not be painted directly on the door.

Electric Service Specifications SRP PROPRIETARY MATERIAL	REV: Added Allowable Connected Load. DGN: 8509E318 CONTRACTOR-SUPPLIED MATERIAL LABELING, SES	ISSUE DATE: 11/19/10 REV. DATE: 05/09/19 APPROVAL: N. Sabbah
	11-51	ESS11-51.doc

CONTACTS

DESIGN CONSULTANT:
MICHAEL S. LARANCE
OFFICE: **(602) 236- 2065**
MOBILE: **(602) 856-5506**

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STEVEN C. KELLY
MOBILE: **(602) 501-6582**

INSPECTIONS:
OFFICE: **602-236-6300**

ELECTRICAL SPECIFICATIONS

NATURAL GAS ☐

JOBNAME **LAYTON LAKES BLVD W AND QUEEN CREEK RD TS**
ADDRESS/LOCATION **LAYTON LAKES BLVD W AND QUEEN CREEK RD**
CONTACT **BECKY BRATCHER** PHONE **(602) 906-1161**
BILLING ACCT NO.
FIS JO MAP 1/4 **NE** S **18** T **2S** R **6E**
40/ACRE **YF-18-01** COORDS **30 11/16E - 7 15/16S**
WAM WO **T3503492** WAM VERSION

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

COST CENTER **22640**
ROUTING CODE **DDY+8**

SHEET NUMBER **03** OF **03**

SRP PROPRIETARY

CITY OF CHANDLER, ARIZONA

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD

Project No. DS2202.401

ADDENDUM NO. 2

Date: November 8, 2024

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **1 page**, is hereby incorporated into the Construction Agreement by this reference.

2. **Bid due date has been changed.** 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 3:00 p.m. local Arizona time on December 5, 2024.** Bids will now be opened in the South Atrium Conference Room.

3. The bid due date has been revised due to a change in Bid Item 39 – Video Detection System; Addendum 3 will be forthcoming with the revised technical specifications and bid schedule.

If you have any questions, please email Bid.Questions@chandleraz.gov.

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer
Public Works & Utilities Dept. – Capital Projects

CITY OF CHANDLER, ARIZONA

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD

Project No. DS2202.401

ADDENDUM NO. 3

Date: November 22, 2024

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **7 pages**, is hereby incorporated into the Construction Agreement by this reference.

2. Bid schedule. **Replace** the BID SCHEDULE in its entirety with the accompanying **BID SCHEDULE REVISION dated November 2024**. The only change is the Bid Item 39 description. See Exhibit A (3 pages).

3. Bid Item 39 in the Technical Specifications/Special Provisions are hereby revised as per Exhibit B as attached. The revised Bid Item 39 – Video Detection System is dated Nov. 2024. See Exhibit B (2 pages).

4. Replace Plans sheet **TS02 (Sheet 8)** in its entirety with accompanying revised Plans sheet **TS02 (Sheet 8) with revisions** dated **November 20, 2024**. See Exhibit C (1 page).

5. Per Addendum 2 (issued on November 8, 2024), the bid due date has been changed. 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 3:00 p.m. local Arizona time on December 5, 2024.** Bids will now be opened in the South Atrium Conference Room.

If you have any questions, please email Bid.Questions@chandleraz.gov.

Registered Professional Engineer (Civil)
CERTIFICATE
78386
Sarah
Montgomery
Date Signed: 11/21/24
ARIZONA, U.S.A.

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer
Public Works & Utilities Dept. – Capital Projects

EXHIBIT A

NAME OF BIDDER: _____

CITY OF CHANDLER

Traffic Signal at Layton Lakes Boulevard and Queen Creek Road

Project No. DS2202.401

REVISED NOVEMBER 2024 - ADDENDUM 3

BID SCHEDULE

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	Construction Surveying and Layout	LS	1		
2	Owners Allowance	AL	1	$ 95,000.00	$ 95,000.00
3	Erosion Control (SWPPP Preparation, Installation, Maintenance, and Removal)	LS	1		
4	Mobilization/Demobilization	LS	1		
5	Subgrade Preparation	SY	99		
6	Remove and Replace Asphaltic Concrete Pavement	SY	99		
7	Vertical Curb & Gutter, Type A, H=6 In, MAG Det 220-1	LF	182		
8	Concrete Sidewalk, MAG Det 230	SF	210		
9	Dual Directional Concrete Curb Ramp With Detectable Warning, COC Det C-258-1	EA	4		
10	Concrete Valley Gutter, MAG Det 240	SF	1,116		
11	Adjust Pull Box To Grade	EA	1		
12	Remove Concrete Curb and Gutter	LF	182		
13	Remove Sidewalk	SF	1,303		
14	Remove Concrete Valley Gutter	SF	1124		
15	Remove and Salvage Streetlight Pole and Equipment	EA	1		
16	Remove and Relocate Streetlight	EA	1		
17	Traffic Control	LS	1		
18	Uniformed Off-Duty Law Enforcement Officer	HOUR	80		
19	Landscape / Irrigation Restoration	LS	1		
20	4 In White Traffic Paint Stripe	LF	3450		
21	4 In White Thermoplastic Traffic Stripe	LF	2950		
22	Thermoplastic/Preformed Symbol Left Turn Arrow	EA	2		
23	Thermoplastic/Preformed Symbol Right Turn Arrow	EA	2		
24	Bike Lane Symbol Set, Type II (High-Build)	EA	4		
25	Remove and Salvage Sign	EA	3		
26	Remove Pull Box	EA	4		
27	No. 7 Pull Box	EA	2		
28	No. 7 Pull Box w/ Extension	EA	1		
29	No. 9 Pull Box	EA	1		
30	Sch. 40 PVC Electrical Conduit, 2 In	LF	210		
31	Sch. 40 PVC Electrical Conduit, 2½ In (SRP Service Conduit)	LF	350		
32	Sch. 40 PVC Electrical Conduit, 3 In	LF	120		
33	Sch. 40 PVC Electrical Conduit, 4 In (Directional Drill)	LF	490		

BID SCHEDULE

NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
34	Pole Foundation, Type A, ADOT Dwg T-SL 4.01	EA	2		
35	Pole Foundation, Type PB (Push Button), ADOT Dwg T-SL 4.27	EA	3		
36	Pole Foundation, Type QC	EA	2		
37	Pole Foundation, Type RC	EA	2		
38	Audible Pedestrian Push Button w/ Sign	EA	8		
39	Video Detection System	LS	1		
40	Sign Assembly (IISNS)	EA	4		
41	Type A Signal Pole, Type A, ADOT Dwg T-SL 4.01	EA	2		
42	Type PB, Push Button Pole. ADOT Dwg T-SL 4.27	EA	3		
43	Type QC Signal Pole	EA	2		
44	Type RC Signal Pole	EA	2		
45	20 FT Mast Arm (Tapered)	EA	4		
46	35 FT Mast Arm (Tapered)	EA	1		
47	40 FT Mast Arm (Tapered)	EA	1		
48	55 FT Mast Arm (Tapered)	EA	2		
49	Meter Pedestal Cabinet	EA	1		
50	Control Cabinet	EA	1		
51	Emergency Pre-Emption System	EA	4		
52	Traffic Signal Mounting Assembly (Type II)	EA	10		
53	Traffic Signal Mounting Assembly (Type IV)	EA	2		
54	Traffic Signal Mounting Assembly (Type V)	EA	8		
55	Traffic Signal Mounting Assembly (Type VII)	EA	3		
56	Traffic Signal Face (Type F) (LED)	EA	14		
57	Traffic Signal Face (Type Flashing Yellow Arrow) (LED)	EA	4		
58	Traffic Signal Face (Pedstrian) (Man/Hand) (LED Countdown)	EA	8		
59	LED Luminaire (Traffic Signal)	EA	4		
60	Electrical Conductors	LS	1		
61	Fiber Optic Cable (Single Mode 144)	LF	4000		
62	Underground Fiber Optic Splice Closure	EA	1		
63	Fiber Optic Patch Panel (12 Port)	EA	1		
64	CCTV Camera System	EA	1		
65	Field Hardened Ethernet Switch	EA	1		
66	SRP Design & Construction Cost	LS	1		

TOTAL BASE BID: _____

BID SCHEDULE

Note 1: Bidders must fill in all blank spaces with an entry. Bids submitted with blank spaces will be considered "Non-Responsive".

Note 2: Bids will be opened and read aloud at an open public meeting at the time and place designed in the invitation for bids. Bids will not be modified after the bid opening. A bidder withdrawing a bid after the bid opening will be deemed non-responsible and the City may make a claim against the bidder's bid bond.

Note 3: The City reserves the right to determine the low bidder based on the Base Bid with or without any Bid Alternate(s).

ITEM NO. 39 VIDEO DETECTION SYSTEM

Description:

The work under this item shall consist of furnishing and installing a complete working video detection system at the locations as specified in the project plans and in accordance with the details shown on the plans and the requirements of these specifications.

A video detection system shall consist of a complete assemblage of the video detection equipment and requirements components for detecting vehicles and bicycles per the direction and approval of the City of Chandler Traffic Management Center (TMC) and Traffic Operations Supervisor, and the approval of the City CIP Inspector.

Materials:

The video detection equipment will be the Ouster BlueCity OS1 2 Sensor Bundle (One Bundle per intersection). The video detection system shall include all necessary equipment and accessories required to install a complete working detection system. The video detection 2 Sensor Bundle (BC-BDL-EDGE-DL-PEROS1R7) shall include, but not be limited by the following items:

- Catalyst, GPU, AGX Orin, Standard Config, Revision 1: OG-CATL-GPU-AGXO-STDC-Rev01: One Per Bundle
- Lidar sensor - OS1 - 128 Channel Rev7: OS1-070-128U-AX-BR: Two Per Bundle.
- Accessory, Mount Kit, Outdoor, Pole Mount: OG-ACC-MNTK-OUT-PM: Two Per Bundle.
- Accessory, POE+, Splitter, OSDome/0/1 24V: OG-ACC-POE-SPLT-OS24V: Two Per Bundle
- Accessory, Mount Part, Splitter Mount: OG-ACC-MNTP-PSM: Two Per Bundle
- Software, Detect, Classic, Perpetual: OG-SW-DTCT-CLSC-PER: One Per Bundle
- Software, ITS Edge, Actuation, Perpetual: OG-SW-ITSE-ACT-PER: One Per Bundle

Sensor calibration and alignment shall be completed per manufacturer’s requirements. Contractor shall work with City TMC to ensure sensor calibration and alignments are correct.

The video detection system will optimally detect vehicle passage and presence when the Lidar sensor is mounted 4-5 meters above the roadway, tilted 10 degrees down, and when the sensor is calibrated.

Warranty, Support and Service:

The contractor shall provide a minimum of one-year warranty for the video detection system. Ongoing software support by the contractor shall include software updates of the sensor, modular cabinet interface unit and computer applications. These updates will be provided free of charge during the one-year warranty period.

Construction Requirements:

A member of the City's TMC will supervise the installation and testing of the video detection system.

The video detection system shall be installed and optimized by an authorized Ouster representative per manufacturer's specifications using the Ouster Gemini Pole Mount Bracket on the signal pole.

The final mounting location shall be per manufacturer's requirements and approved by the City's TMC and City Traffic Operations Supervisor, which will inspect and approve the installation and mounting location of the sensor prior to acceptance.

Measurement:

The Video Detection System will be measured as a complete unit of work for each video detection system furnished and installed.

Payment:

The accepted quantity of Video Detection System, measured as provided above, will be paid for at the contract lump sum price, which price shall be full compensation for the work described and specified herein and, on the plans, including sensors, cabling, mounting brackets, interface panels, software, and all other components necessary to provide a complete functional system.

EXHIBIT C

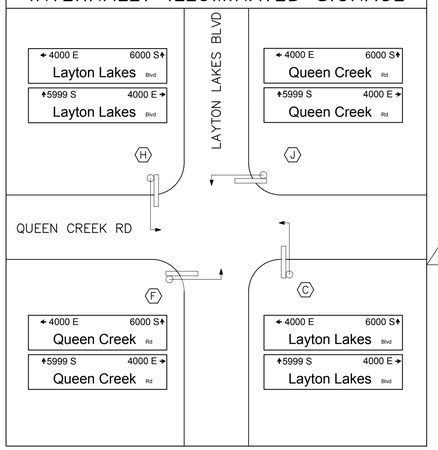
CONDUCTOR SCHEDULE

	CONDUIT RUN NUMBER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	CONDUIT SIZE IN INCHES	2.5	2	2	4	4	4	4	4	4	3	3	3	3	3	3	3	3	3	2
AWG																				
#14 25 CONDUCTOR 20-1 IMSA SIGNAL CABLES (NOTE 2)	POLE C					1						1								
	POLE D					1					1									
	POLE E					1								1						
	POLE F					1		1							1					
	POLE G					1		1								1				
	POLE H					1		1	1								1			
	POLE I					1		1	1									1		
	POLE J					1					1								1	
	POLE K					1					1									1
VIDEO DET. CABLE	POLE C																			
	POLE F						1	1						1						
	POLE H																			
	POLE J					1					1								1	
#6 (NOTE 1) BLACK-HOT WHITE-NEUTRAL GREEN-EQUIPMENT GROUND	SERVICE 120/240V ●			3																
	SIGNAL CABINET 120V	2																		
STREET LIGHTING, 120V	#10 (RED) SOLID			1		1	1		1	1		1		1	1		1			
	COMMON (WHITE)			1		1	1		1	1		1		1	1		1			
STREET NAME SIGN LIGHTING, 120V	#10 (BROWN) SOLID			1		1	1		1	1		1		1	1		1			
	COMMON (WHITE)			1		1	1		1	1		1		1	1		1			
#8	CONDUIT BOND (GREEN)		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
CCTV	CCTV CABLE					1					1									
FIRE DET. CABLE	FIRE PREEMPT ø2					1	1							1						
	FIRE PREEMPT ø4					1	1	1								1				
	FIRE PREEMPT ø6					1				1								1		
	FIRE PREEMPT ø8					1					1									
INTERCONNECT CABLE	12-PORT GATOR PATCH																			1

● INSTALLED BY SRP

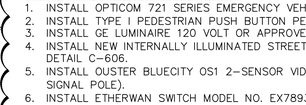
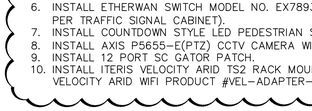
CONDUCTOR SCHEDULE NOTES:
1. MINIMUM NUMBER OF CONDUCTORS REQUIRED (NON-IMSA TYPE)
2. MINIMUM NUMBER OF CABLES REQUIRED (INCLUDING IMSA TYPES)

INTERNALLY ILLUMINATED SIGNAGE



NOTE:
SEE CHANDLER STANDARD DETAIL C-606 FOR SIGN FORMATS.

CABINET AND POLE SCHEDULE

TRAFFIC SIGNAL CONTROLLER							REMARKS	LOCATION
CABINET	TYPE			EQUIPMENT				
A PEC	METERED SERVICE PEDESTAL			TESCO OR MYERS			SERVICE ADDRESS: 3693 E. QUEEN CREEK RD	QUEEN CREEK RD STA. 48+49 63' RT
B	MOBOTREX ATC 4- DOOR CABINET AND CONCRETE PAD			MCCAIN ATC EX2 NEMA TS2 CONTROLLER			SEE NOTES 6, 9, AND 10.	QUEEN CREEK RD STA. 48+04 82' RT
POLES		MAST ARM		SIGNALS		P.B. SIGN	REMARKS	
NO. LAYOUT	TYPE	SIG.	LUM.	MTG.	FACE			
C 	RC	55'	20'	1-II 2-II 1-V	1-FYA 2-F 1-F	-	1. SEE NOTES 1, 3, 4 AND 8. 1	QUEEN CREEK RD STA. 48+27 55' RT
D 	A (10')	-	-	1-IV 1-VII	1-F 2-M/H	R10-4b (L)	1. SEE NOTES 2 AND 7.	QUEEN CREEK RD STA. 48+14 61' RT
E	PPB	-	-	-	-	R10-4b (L)	1. SEE NOTE 2.	QUEEN CREEK RD STA. 48+03 64' RT
F 1	QC	40'	20'	2-II 1-V 1-V 1-VII	2-F 1-F 1-FYA 2-M/H	R10-4b (L)	1. SEE NOTES 1, 2, 3, 4, 5, AND 7.	QUEEN CREEK RD STA. 47+30 80' RT
G	PPB	-	-	-	-	R10-4b (R)	1. SEE NOTE 2.	QUEEN CREEK RD STA. 47+20 72' RT
H 1	RC	55'	20'	1-II 2-II 1-V 1-V	1-FYA 2-F 1-F 1-M/H	R10-4b (L)	1. SEE NOTES 1, 2, 3, 4 AND 7. 1	QUEEN CREEK RD STA. 47+18 58' LT
I	A (10')	-	-	1-IV 1-V	1-F 1-M/H	R10-4b (R)	1. SEE NOTES 2 AND 7.	QUEEN CREEK RD STA. 47+38 78' LT
J 1	QC	35'	20'	2-II 1-V 1-V 1-VII	2-F 1-F 1-FYA 2-M/H	R10-4b (L)	1. SEE NOTES 1, 2, 3, 4, 5 AND 7.	QUEEN CREEK RD STA. 48+06 80' LT
K	PPB	-	-	-	-	R10-4b (R)	1. SEE NOTE 2.	QUEEN CREEK RD STA. 48+18 75' LT

CABINET AND POLE SCHEDULE NOTES:
1. INSTALL OPTICOM 721 SERIES EMERGENCY VEHICLE DETECTOR (EVD) ON SIGNAL MAST ARM.
2. INSTALL TYPE I PEDESTRIAN PUSH BUTTON PER ADOT STANDARD DETAIL T.S. 11-1. CAMPBELL GUARDIAN 5.0 FS 912 WITH BLUETOOTH MODULE (501-0650).
3. INSTALL GE LUMINAIRE 120 VOLT OR APPROVED EQUAL.
4. INSTALL NEW INTERNALLY ILLUMINATED STREET NAME SIGN (ISNS) HOUSING AND BRACKET ASSEMBLY. FURNISH AND INSTALL NEW SIGN FACES PER CITY STANDARD DETAIL C-606.
5. INSTALL OUSTER BLUECITY OS1 2-SENSOR VIDEO DETECTION SYSTEM WITH OUSTER GEMINI POLE MOUNT BRACKET (TWO SENSORS PER INTERSECTION AND MOUNT ON SIGNAL POLE).
6. INSTALL ETHERWAN SWITCH MODEL NO. EX78934E-OVB 12-PORT 10/100/1000BASE-T(X) POE + 4-PORT 10/1000BASE SFP TRANSCEIVERS SFPGIS20M (DDM) (FOUR PER TRAFFIC SIGNAL CABINET).
7. INSTALL COUNTDOWN STYLE LED PEDESTRIAN SIGNAL HEADS.
8. INSTALL AXIS P5655-E(PTZ) CCTV CAMERA WITH AXIS T8134 60W MIDSPAN POE MOUNTED ON AXIS T91L61 WALL-AND-POLE.
9. INSTALL 12 PORT SC GATOR PATCH.
10. INSTALL ITERIS VELOCITY ARID TS2 RACK MOUNT PRODUCT #VELOCITY-RM WITH ONE ITERIS VELOCITY ARID BLUETOOTH PRODUCT #VEL-ADAPTER-BT, ONE ITERIS VELOCITY ARID WIFI PRODUCT #VEL-ADAPTER-WIFI AND ONE ITERIS VELOCITY ARID ANTENNA PRODUCT # VEL-ANT-NO-BKT.

GENERAL NOTES:

1. THE EMERGENCY PREEMPTION SHALL BE GTT/OPTICOM MODEL 721 DETECTOR (ONE PER APPROACH), MODEL 762 PHASE SELECTOR (TWO PER CABINET), NO AUXILIARY PANEL, AND MODEL 138 DETECTOR CABLE (WIRE USED FROM SIGNAL CABINET TO DETECTOR) OR APPROVED EQUIVALENT.
2. ALL POLE AND CABINET FOUNDATION LOCATIONS SHALL BE APPROVED BY THE CITY CIP INSPECTOR BEFORE PLACEMENT OF CONCRETE.
3. THE VIDEO DETECTION SYSTEM FOR THE TRAFFIC SIGNAL SHALL BE "OUSTER BLUECITY OS1 2-SENSOR SYSTEM", INCLUDING SENSORS, CABLING AND OTHER EQUIPMENT NECESSARY FOR A COMPLETE OPERATING SYSTEM. CONTRACTOR SHALL COORDINATE WITH THE CITY OF CHANDLER AT (480) 782-3471 BEFORE ORDERING ANY EQUIPMENT. 1
4. ALL SIGNAL HEADS AND PEDESTRIAN HEAD ALIGNMENTS AND MOUNTS SHALL BE APPROVED BY THE CITY PRIOR TO THEIR INSTALLATION.
5. CONTRACTOR SHALL COORDINATE WITH OSP FIBER SPECIALIST OF THE CITY OF CHANDLER AT OSPFIBER@CHANDLERAZ.GOV FOR FIBER SPLICE DETAILS AT LEAST 2 WEEKS PRIOR TO SPLICING ACTIVITY.
6. IF QUESTIONS ARISE BEFORE OR DURING CONSTRUCTION RELATED TO OVERHEAD CLEARANCE REQUIREMENTS PLEASE CONTACT SRP SAFETY SERVICES FOR ASSISTANCE, AT 602-236-8117. SRP SAFETY SERVICES SHALL BE CONTACTED FOR A PRE-CON MEETING TO REVIEW THE WORK PLAN AND CLEARANCE REQUIREMENTS FOR ANY HEAVY EQUIPMENT OR ANY CONSTRUCTION ACTIVITIES IN THE PROXIMITY OF OH ELECTRICAL LINES.
7. THE CITY OF CHANDLER REQUIRES AT LEAST TWO INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION (IISMA) CERTIFIED TRAFFIC SIGNAL TECHNICIANS ON SITE DURING ALL PHASES OF ANY TRAFFIC SIGNAL WORK. ONE TECHNICIAN MUST AT LEAST BE A LEVEL II. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE VERIFICATION OF CERTIFICATION. IF A JOB SITE IS INSPECTED AND A CERTIFIED TECHNICIAN IS NOT ON SITE, A STOP WORK ORDER WILL BE ISSUED. TEMPORARY AND CONTRACT EMPLOYEES DO NOT SATISFY THIS REQUIREMENT.
8. ALL TRAFFIC SIGNAL EQUIPMENT AND CONSTRUCTION SHALL CONFORM TO THE CITY OF CHANDLER STANDARD SPECIFICATIONS, DRAWINGS, AND PROCEDURES (CURRENT VERSION) SUPPLEMENTED BY ADOT SPECIFICATIONS AND STANDARD DRAWINGS AND MAG SPECIFICATIONS AND STANDARD DRAWINGS.
9. THE MATERIAL LIST SHALL BE SUPPLIED AT LEAST TWO WEEKS PRIOR TO ORDERING. THE MATERIAL LIST SHALL INCLUDE SHOP DRAWINGS FOR SIGNAL POLES, MAST ARMS, FOUNDATIONS, CONDUITS, VAULTS, PULL BOXES, AND DATA SHEETS FOR ALL SIGNAL EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, SIGNAL CABINET EQUIPMENT, TRAFFIC CONTROLLER, DETECTION SYSTEM, CCTV CAMERA AND SYSTEM, GATOR PATCH CABLES, PRE-EMPTION EQUIPMENT, ILLUMINATED STREET NAME SIGNS, VEHICULAR AND PEDESTRIAN INDICATIONS, AND MOUNTINGS.
10. LOCATION OF UTILITIES SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY, THE ENGINEER DOES NOT GUARANTEE THESE LOCATIONS NOR THE FACT THAT SOME MAY BE LEFT OUT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ARIZONA BLUE STAKE AND ALL INVOLVED AGENCIES PRIOR TO START OF CONSTRUCTION.
11. TOP OF SIGNAL POLE FOUNDATIONS AND PULL BOXES SHALL BE AT THE SAME ELEVATION AS THE BACK OF SIDEWALK.
12. NEW CONDUIT UNDER ROADWAY SHALL BE PLACED BY JACKING OR BORING METHOD. CONTRACTOR SHALL NOT TRENCH EXISTING PAVEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
13. ALL NEW VEHICLE AND PEDESTRIAN INDICATIONS SHALL HAVE LED INDICATIONS. ALL NEW PEDESTRIAN INDICATIONS SHALL BE COUNTDOWN TYPE. SEE CITY APPROVED PRODUCT LIST FOR LED MODULE SPECIFICATIONS.
14. CONTRACTOR SHALL PROVIDE ADA ACCESS PAD TO PEDESTRIAN PUSH BUTTONS TO MEET ALL ADA ACCESSIBILITY REQUIREMENTS. PUSH BUTTON MUST BE LOCATED NEXT TO A LEVEL LANDING PAD (36"X 48"MINIMUM). LEVEL IS DEFINED AS HAVING A SLOPE LESS THAN 2%. LANDING PAD MUST BE WITHIN 5' EXTENSION OF THE CROSSWALK LINE. PUSH BUTTON MUST BE LOCATED WITHIN 6' (PREFERRED) OR 10' (MAXIMUM) FROM THE CURB. TWO PUSH BUTTONS ON THE SAME CORNER MUST BE SEPARATED BY AT LEAST 10'.
15. MOUNTING LOCATION AND ORIENTATION OF ALL PEDESTRIAN INDICATIONS AND SIDE MOUNT SIGNAL POLE INDICATIONS SHALL BE CONFIRMED WITH THE CITY CIP INSPECTOR AND TRAFFIC OPERATIONS DIVISION IN THE FIELD PRIOR TO DRILLING POLES.
16. CONTRACTOR IS RESPONSIBLE FOR OBTAINING CONSTRUCTION AND TEMPORARY TRAFFIC CONTROL PERMITS FROM THE CITY OF CHANDLER, ARIZONA DEPARTMENT OF TRANSPORTATION (IF APPLICABLE) AND MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (IF APPLICABLE).
17. ALL BACKPLATES FOR MAST ARM MOUNTED SIGNAL FACES SHALL BE THE LOUVERED TYPE.
18. ALL CONDUCTORS USED ON THIS PROJECT SHALL CONFORM TO THE PLANS AND THE CONDUCTOR SCHEDULE GIVEN AND THE CURRENT ADOT STANDARD SPECIFICATION SUBSECTION 732-2. ALL CONDUIT USED ON THIS PROJECT SHALL BE SCHEDULE 40 PVC UNLESS OTHERWISE NOTE IN THE PLANS.
19. CONTRACTOR SHALL MAKE ALL ARRANGEMENTS WITH THE POWER SUPPLY COMPANY FOR SERVICE DROP INSTALLATION AND ENERGIZATION.

CONTRACTOR SHALL INSTALL TEMPORARY TRAFFIC CONTROL CHANGE WARNING SIGNS ON SPRING STANDS FOR ALL DIRECTIONS FOR A PERIOD OF 30 DAYS (FLAGGED AND LIGHTED) COORDINATE WITH DANNY MARTINEZ FOR TEMPORARY WARNING SIGNS. HE IS WITH THE STRIPING DEPARTMENT AND CAN BE REACHED AT DANNY.MARTINEZ@CHANDLERAZ.GOV

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	VIDEO DETECTION SYSTEM CHANGES	11/20/2024	SJM

Kimley»Horn
© 2023 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, Certificate No. 78386 (Utah) — Sarah Montgomery — 78386 Sarah Montgomery — Date Signed/Sealed: 09/20/24 — ARIZONA, U.S.A.

SCALE (H):	1"=20'
SCALE (V):	N/A
DESIGNED BY:	SJM
DRAWN BY:	LM
CHECKED BY:	KAC
DATE:	09/2024

CITY OF CHANDLER
QUEEN CREEK RD & LAYTON LAKES BLVD
TRAFFIC SIGNAL IMPROVEMENTS
POLE SCHEDULE & CONDUCTOR SCHEDULE

CITY PROJECT NO. DS2202.401

C.O.C. LOG NO. CIV23-0048

SHEET DWG TS02

8 OF 10

C.O.C. LOG NO. CIV 23-0048 TRAFFIC SIGNAL AT LAYTON LAKES BLVD & QUEEN CREEK RD

Plotted By:Montgomery, Sarah Sheet Set:CHANDLER HEIGHTS RD IMPROVEMENTS Layout:TS01 November 20, 2024 07:33:20am K:\PHX_Roadway\191466031 - Chandler QC and Layton TS\Cadd\12-Sheets\Traffic\TS00.dwg

CITY OF CHANDLER, ARIZONA

TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD

Project No. DS2202.401

ADDENDUM NO. 4

Date: November 27, 2024

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **1 page**, is hereby incorporated into the Construction Agreement by this reference.

2. **Question:** Does Bid Item 39 Video Detect System use video cameras?
   Response: Bid Item 39 uses a LiDAR sensor system. There are no video cameras associated with this bid item.

3. Per Addendum 2 (issued on November 8, 2024), the bid due date has been changed. 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 3:00 p.m. local Arizona time on December 5, 2024.** Bids will now be opened in the South Atrium Conference Room.

If you have any questions, please email Bid.Questions@chandleraz.gov.

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer
Public Works & Utilities Dept. – Capital Projects

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-001

Date:	February 03, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Taylor Manemann, City Planner
Subject:	PLH24-0037 ZJMKR, LLC
Request:	Use Permit time extension to allow for the continued use of a residential home zoned Single-Family District (SF-8.5) as a general office.
Location:	542 W Chandler Boulevard, generally located 1/2 mile west of the northwest corner of Arizona Avenue and Chandler Boulevard
Applicant:	Eric Thomson; ZJMKR LLC

Proposed Motion:

Move City Council approve Use Permit, PLH24-0037 ZJMKR, LLC, for the continued use of a residential home zoned Single-Family District (SF-8.5) as a general office subject to the conditions as recommended by the Planning and Zoning Commission.

Background Data:

- Property is currently zoned Single-Family District (SF-8.5).
- A Use Permit was granted in 2013 for a residential conversion to a general office with a one-year time limit under ZUP12-0030 Desert Viking Office.
- The Use Permit was granted a time extension in 2014 with a five-year time limit under ZUP14-0007 AOK Property Assests, LLC.
- The current office tenant, TTG Health Advisors, has been operating on the property since 2017.

Surrounding Land Use Data:

North	Single-Family (SF-8.5)	South	Chandler Boulevard, then office development (PAD)
East	Single-Family (SF-8.5)	West	Office in Single-Family residential home (SF-8.5)

Proposed Development:

Building Square-Footage	Approximately 2,700 sq. ft.
Days of Operation	Monday - Friday
Hours of Operation	8am - 5pm
Number of Employees	9 employees 3-5 employees in office per day due to hybrid work schedules
Parking Spaces	11 parking spaces behind the home Parking is accessed through the carport from the front entrance, not the alley
Client Visits	TTG Health Advisors does not typically have client visitors Less than once a quarter will a client visit for a meeting

Review and Recommendation:

The subject site is located 1/2 mile west of the northwest corner of Arizona Avenue and Chandler Boulevard, and is surrounded by single-family homes on the north, west, and east. Across Chandler Boulevard to the south is the Focus Corporate Plaza office development. The house directly to the west has Use Permit approval for an insurance office. In addition, along Chandler Boulevard there are several other residential homes that were converted to commercial businesses with Use Permit approval.

The property was initially constructed as a single-family residence in 1950. The parcel is 18,720 square feet with the home initially developed over two lots, which were consolidated into one lot. TTG Health Advisors (TTG) is the current tenant and has occupied the building since 2017. TTG provides business consultant services for healthcare providers. TTG collaborates with physicians to equip them with the tools, knowledge, and staff necessary to build a successful Surgery Center or medical practice. They are not a patient care provider. TTG has 9 employees with 3-5 typically on site at a time due to hybrid work schedules.

Eleven (11) parking spaces are provided on site, including one accessible parking space. The hours of operation of the site are generally Monday through Friday

between 8:00 a.m. and 5:00 p.m. Since the previous use permit approval, there have been no significant changes to the site. The property has undergone normal maintenance and upgrades, including the replacement of the roof, interior finishes, HVAC, perimeter fencing, and windows.

The Residential Conversion Policy (RCP) was established in 1989 to allow the opportunity for the conversion of single-family homes into small offices to operate within a residential zoning district with the approval of a Use Permit. The homes to be converted must have direct frontage or access to an arterial street and propose a business compatible with the existing neighborhood. The RCP contains criteria to direct the conversion of homes into professional offices or like businesses. Such criteria include the requirement of an improved parking lot, preservation of front yard landscaping for the aesthetic streetscape setting of the home, and buffering from adjacent residences. The request meets the requirements of the RCP.

Planning staff has reviewed the request and finds it to be consistent with the General Plan and applicable zoning. The general office use continues to be a compatible land use with the surrounding development. Planning staff recommends approval subject to conditions. There is no time limit associated with this Use Permit renewal; if approved, it will remain valid without further action by the City Council unless revoked by the City. No additional time limit is necessary as the property tenants have continued to remain in conformance with their approval stipulations since their previous five-year time extension.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on December 19, 2024. There were no attendees at the meeting other than planning staff and the applicant.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting, January 15, 2025
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 1 (Heumann)

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 (Narrative, Site Plan, Floor Plan) shall void the Use Permit and require new Use Permit application and approval.

2. The Use Permit is non-transferable to any other property.

3. Substantial increases in on-site employment over that represented, seven (7), or substantial expansion of the home to provide additional office space, shall require Use Permit amendment and approval by the City of Chandler.

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

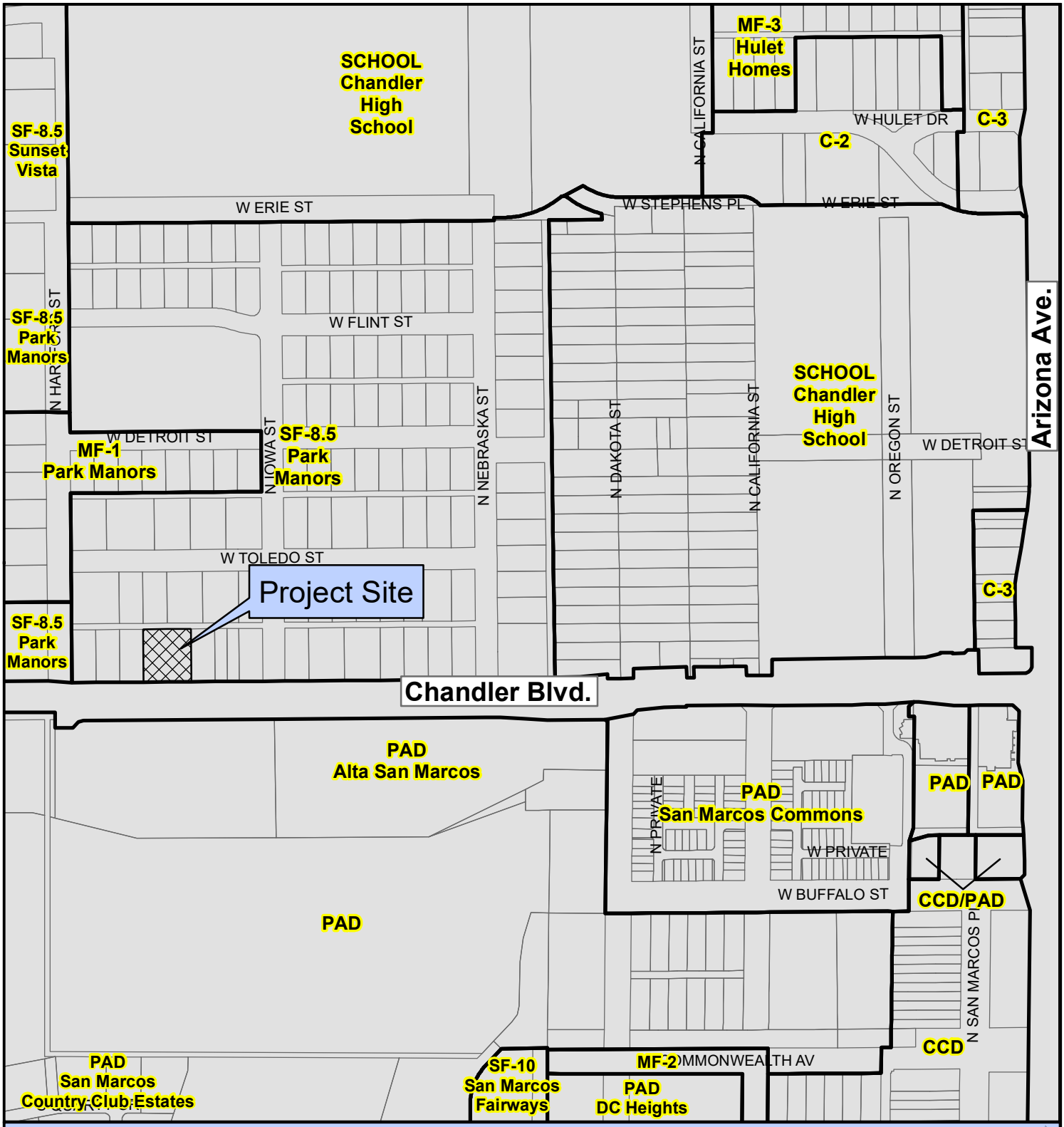
5. The landscaping shall be maintained at a level consistent with or better than at the time of planting in accordance with City approved construction plans.

6. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

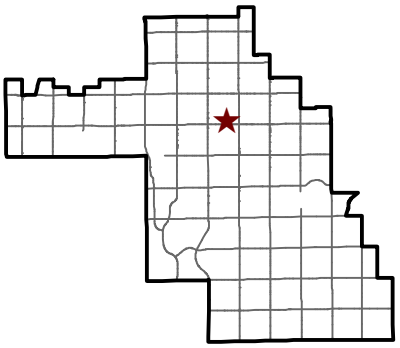
Attachments

Vicinity Maps

Exhibits



Proposed Project Details
542 W. Chandler Blvd.
Use Permit Extension for continued use of a residential home zoned Single Family District (SF-8.5) as a general office



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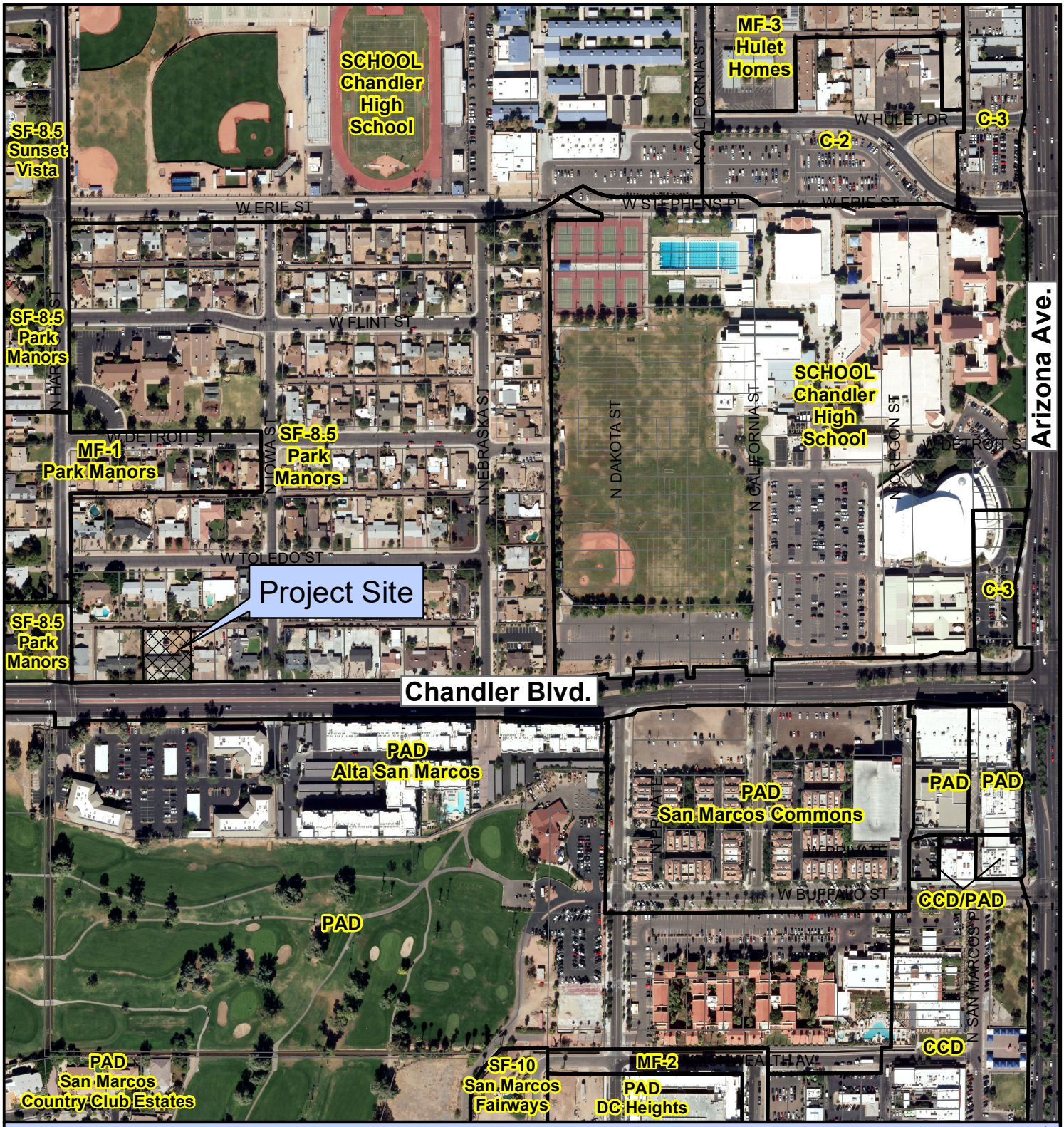
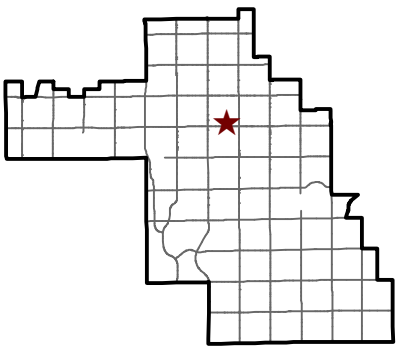
For more information visit:
https://gis.chandleraz.gov/planning



PLH24-0037 ZJMKR LLC

Proposed Project Details
542 W. Chandler Blvd.
Use Permit Extension for continued use of a residential home zoned Single Family District (SF-8.5) as a general office



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10/11/2024

CITY OF CHANDLER
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION

RE: Narrative
General Office use-permit renewal – 542 W. Chandler Blvd.
PLH24-0037 ZJMKR LLC – UP

Attn: Taylor Manemann

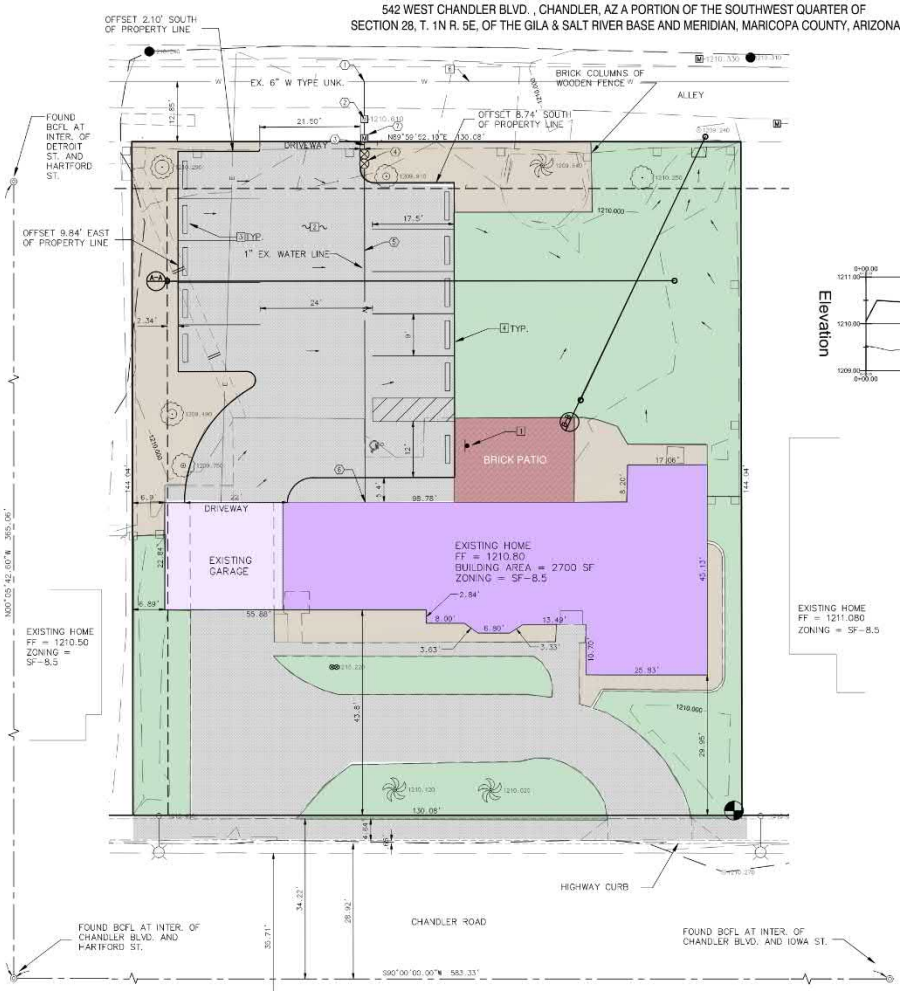
ZJMKR, LLC is applying to renew the use permit for the property allowing a general office use. The use permit application has been approved twice before and is consistent with neighboring properties that face Chandler Boulevard that were converted from residential to general office use. A large office complex faces the property on the south side of Chandler Blvd, just East of Hartford.

ZJMKR leases the property to a professional services company, TTG Healthcare Advisors. TTG has occupied the building since 2017, and their lease is currently in process. long-time tenant and we anticipate their lease will continue. *Note that they are not a patient care provider, they are a business consultant for healthcare providers.* They provide business and strategic support to their private practice, and small group practice, physician clients. On most days, TTG has 3 – 5 employees at the office. Some days, there are 9 employees at the office.

The building has an area of approximately 2,700 sqft. Refer to the submitted floor plan showing how the spaces are currently utilized. This configuration supports a maximum of 11 staff workstations (3 private offices and 2 shared work areas). The company has a hybrid work policy allowing employees to work from home 2 days per week which reduces the occupant load on any given day. Regular business hours are Monday-Friday, 8am – 5pm. TTG does not typically have client visitors. Occasionally, less than once a quarter, a client will come by the office for a meeting.

Since the last use permit application, the property has undergone normal maintenance and in-kind replacement (roof, interior finishes, HVAC, windows). In the back yard, the wooden fence was replaced last year, with an integral color, concrete block fence, to improve aesthetics and reduce maintenance requirements.

Floor Plan – Furniture Layout (not to scale)



Civil Site Plan – 2014

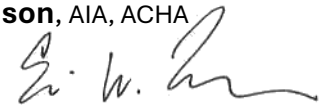
(not to scale)

The site plan has not changed since the parking was added previously. A copy of the 2012 civil site plan used to add parking has been included in the application for reference. It provides parking for 11, including 1 ADA sized space, in the rear of the property. The parking is accessed through the carport from the front entrance off W. Chandler Blvd. A gate also provides access to the alley, but this is only used for maintenance when needed.

If you have questions or need additional information, you may call me directly to discuss and we will expedite any necessary submissions. Thank you for your assistance.

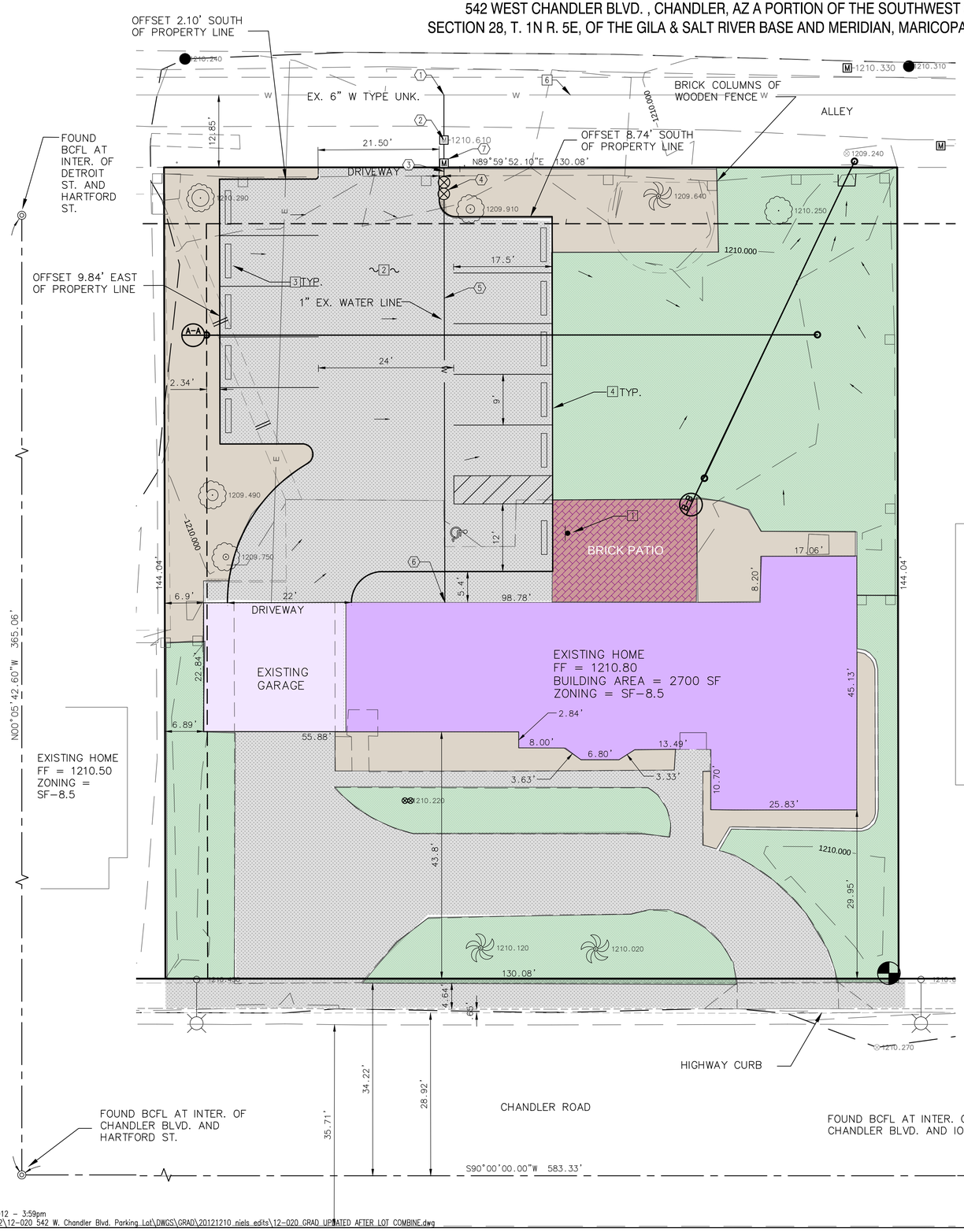
Sincerely,

Eric W. Thomson, AIA, ACHA
ZJMKR, LLC
480-467-7037
Ericwt2018@icloud.com



542 WEST CHANDLER BLVD.

542 WEST CHANDLER BLVD. , CHANDLER, AZ A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, T. 1N R. 5E, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

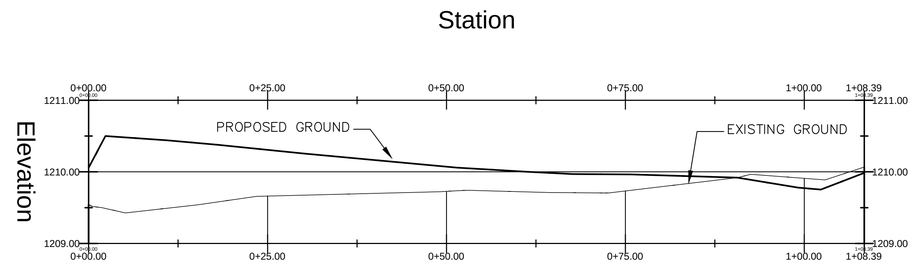


GRADING AND DRAINAGE NOTES:

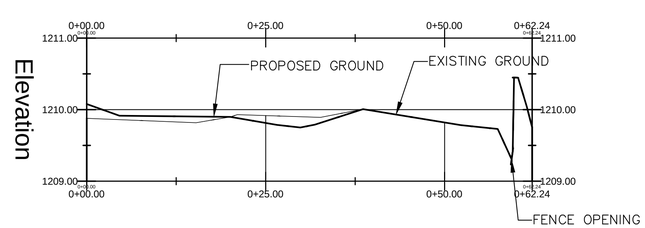
1. HANDICAPPED PARKING SIGN INSTALLED PER CITY OF CHANDLER STANDARD DTL. C-611
2. CONSTRUCT PAVEMENT 2.5"AC OVER 6"ABC.
3. INSTALL 6' X 1' PARKING STOPS FOR EACH PARKING SPACE.
4. SEE DTL 1.1 BELOW FOR THICKENED EDGE OF PAVEMENT.
5. SERVICE LINES FROM METER TO MAIN MUST BE UPSIZED PER CITY OF CHANDLER DTL C-301.
6. EXISTING 6" WATERLINE PER AS BUILT 1-1787 DATED APRIL, 26TH 1984, CONTRACTOR TO FIELD VERIFY BEFORE START OF CONSTRUCTION.

WATER NOTES:

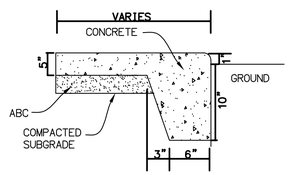
1. INSTALL 1" LINE PER COC STD DTL C-301. CONTRACTOR TO REMOVE EX. 5/8" SERVICE AND CAP AT EX. 6" WATER MAIN. CONTRACTOR TO RETURN EXISTING 5/8" METER TO COC WATER DEPT.
2. EXISTING METER BOX TO BE RELOCATED TO THE BACK OF R.O.W. AND REUSED.
3. INSTALL 4 LF OF 1" COPPER DOMESTIC WATER LINE (TYPE K SOFT) COMPLETE WITH FITTINGS.
4. INSTALL 1" DOUBLE CHECK VALVE BACKFLOW PREVENTER PER COC STD DTL C-311.
5. INSTALL 72 LF OF SCHEDULE 40 PVC.
6. SEE BUILDING PLUMBING PLANS FOR CONTINUATION.
7. LOCATION OF RELOCATED WATER METER BOX.



SECTION A-A



SECTION B-B



THICKENED EDGE PAVEMENT

AREA

PROPERTY AREA = 18737 SF
TOTAL NET ACREAGE = .43 ACRES

PARKING SPACE CALC.

BUILDING AREA = 2700 SF
1 SPOT NEEDED PER 250 SF.
2700/250 = 10.8 ~ 11 SPOTS

10 5 0 10 20 30
SCALE: 1"=10'

DATE	DESCRIPTION
	REVISIONS

542 WEST CHANDLER BLVD

542 W. CHANDLER BLVD.
CHANDLER, AZ

Metro/Land Consultants, LLC
1850 N. CENTRAL AVE., SUITE 525 PHOENIX, AZ 85004 PH. 602-393-2030 FAX 602-393-2031

GRADING AND DRAINAGE PLAN

DESIGN: CJW | DRAFTING: TTT
CHECKED: CJW | DATE: 06/01/2012

SEAL

Registered Professional Engineer (Civil) CERTIFICATE NO. 38807 CHRISTOPHER J. WILSON Registered ARIZONA U.S.A.

EXP 3-31-15

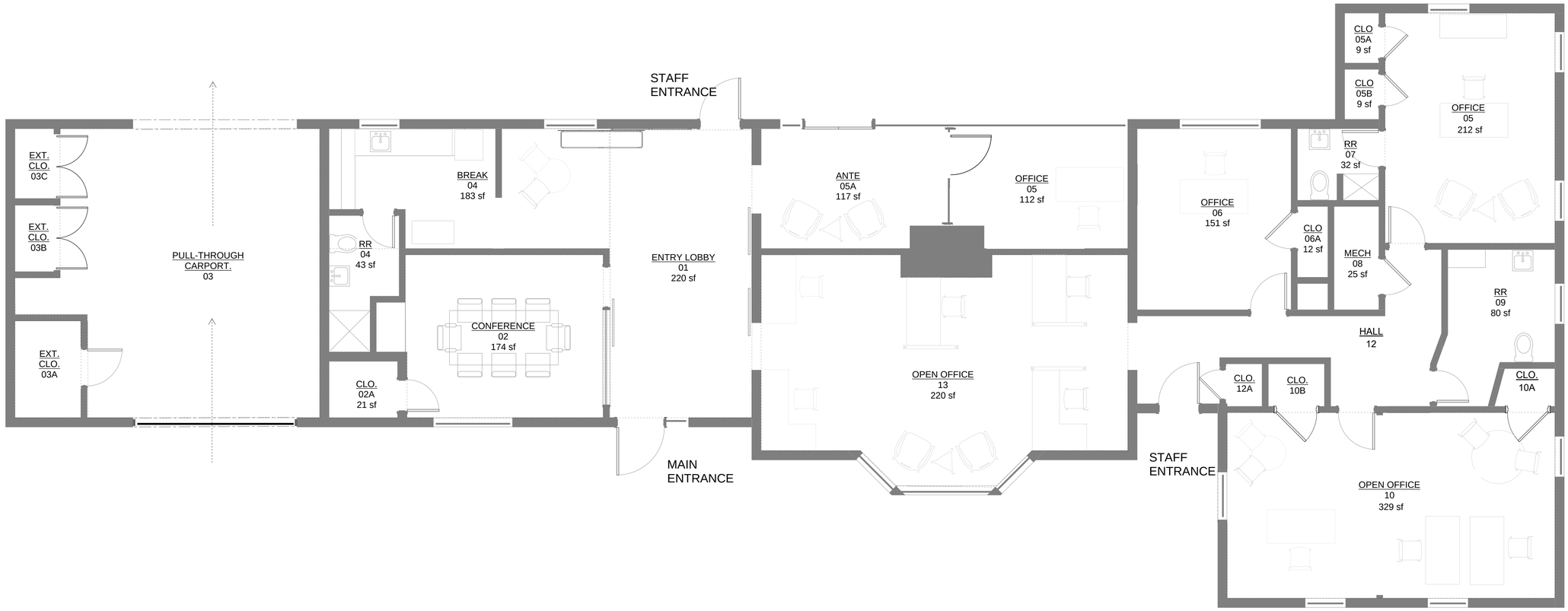
Two working days before you dig CALL FOR THE BLUE STAKES 602-263-1100 Blue Stake Center CALL COLLECT

JOB NO. 12-020

C-2

Dec 10, 2012 - 3:59pm
Q:\JOBS-12\12-020 542 W. Chandler Blvd. Parking Lot\DWGS\GRAD\20121210 niels edits\12-020_GRAD_UPDATED AFTER LOT COMBINE.dwg

CITY OF CHANDLER LOG NUMBER EON12-0027, MLD12-0008



FLOOR PLAN

SCALE 1/4" = 1'-0"

	ISSUES
1	
2	
3	
4	
5	

	REVISIONS

ZJMKR

GENERAL OFFICE USE
PERMIT RENEWAL
PLH24-0037

542 W Chandler Blvd,
Chandler AZ 85225

EXTERIOR PHOTOS

JOB PLH24-0037
DATE 10-14-24
SHEET **A101**

WEST ELEVATION - SIDE

SOUTH ELEVATION - FRONT

NORTH ELEVATION - EAST END

NORTH ELEVATION - WEST END

EAST ELEVATION - SIDE

CMU FENCE - REAR YARD

AERIAL VIEW

ISSUES	
1	
2	
3	
4	
5	
REVISIONS	

ZJMKR

GENERAL OFFICE USE
PERMIT RENEWAL
PLH24-0037
542 W Chandler Blvd,
Chandler AZ 85225

EXTERIOR PHOTOS

JOB PLH24-0037
DATE 10-14-24
SHEET **A201**

9/10/2020 10:55:54 AM A02-01 FLOOR FINISH PLAN

CHANDLER arizona
Community of Innovation

City Council Memorandum Fire Memo No. N/A

Date: February 03, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Keith Hargis, Assistant Fire Chief
Subject: Agreement No. FD2-340-4440, Amendment No. 2, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for Fire Turnouts and PPE

Proposed Motion:

Move City Council approve Agreement No. FD2-340-4440, Amendment No. 2, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for fire turnouts and PPE, in a combined amount not to exceed $300,000, for a one-year term, February 1, 2025, through January 31, 2026.

Background/Discussion:

The Chandler Fire Department contracts with vendors to provide approved fire turnouts and personal protective equipment. Firefighters are provided with protective clothing that includes two sets of turnout gear (coats and pants), two firefighting hoods and gloves, one firefighting helmet and one pair of firefighting boots. Turnout gear is replaced in five-year intervals based on date of manufacture.

Evaluation:

On January 26, 2023, City Council approved an agreement with LN Curtis, Swift Group, Velocity Fire, and United Fire, for fire turnouts and PPE, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractors have agreed to extend for one year at the same terms and conditions. Contractors requested price adjustments at an average increase of 5%, citing manufacturer price increases due to higher labor and materials costs. Staff reviewed the requested increases and found them to be fair and reasonable based

on the current market. Staff recommends extension of the agreements for the term of February 1, 2025, through January 31, 2026. This is the first extension of the original agreements.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.2250.6419.0.6FI647	General Government Capital Projects	Personal Protective Clothing Replac	$162,150	Y
101.2210.5343.0.0.0	General Fund	N/A	$137,850	N

Attachments

4440 Amendment 2 - LN Curtis
4440 Amendment 2 - Swift Group
4440 Amendment 2 - United Fire
4440 Amendment 2 - Velocity

Docusign Envelope ID: EF31D0F6-BA67-4755-93D5-736F7EE5A1C6

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRE TURNOUTS AND PPE
CITY OF CHANDLER AGREEMENT NO.FD2-340-4440

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and, L.N. Curtis & Sons, a California Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for Fire Turnouts and PPE (Agreement); and

WHEREAS, the term of the Agreement was February 1, 2023 through January 31, 2024, with the option of up to 4 one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for Fire Turnouts and PPE in an amount not to exceed $300,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No.2 to extend the Agreement for 1 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 February 1, 2025 through January 31, 2026.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor

Docusign Envelope ID: EF31D0F6-BA67-4755-93D5-736F7EE5A1C6

during the term of this Amendment No. 2 will not exceed $300,000.

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: Stephanie Meyers

Its: Customer Service Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: EF31D0F6-BA67-4755-93D5-736F7EE5A1C6

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Item Description	Brand/Model	Unit Price
1.	Class I Belt	A. Globe Class I Escape Belt B. Fire Innovations Escape Belt	A. $217.50 B. $102.00
2.	Hood	Globe Guard Hood	$118.00
3.	Gloves	Firecraft Inferno Gloves	$114.45
4.	Helmet – Traditional Style	~~Cairns 1010 Traditional Helmet~~	*discontinued
5.	Helmet – Modern Style	Cairns 660C Modern Helmet	$340.00
6.	Turnout Boots	Shadow XF Boots	$571.50
7.	Brush/EMS Pant	Lakeland FR Cotton 911 Series	$204.00
8.	Add-on Helmet – 664 Style (same spec as 660C) Yellow, Black, White and Red colors	MSA/Cairns 664 helmet w/4" faceshield	$312.00
9.	Add-on Helmet – 1044 traditional (same spec as 1010) Yellow, Black, White and Red colors	~~MSA/Cairns 1044 traditional helmet w/4" faceshield~~	*discontinued

Docusign Envelope ID: 5AFCCEFA-5DD1-4EAB-AC1A-621747916150

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRE TURNOUTS AND PPE
CITY OF CHANDLER AGREEMENT NO.FD2-340-4440

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and, Swift Group, LLC, and Arizona S-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for Fire Turnouts and PPE (Agreement); and

WHEREAS, the term of the Agreement was February 1, 2023 through January 31, 2024, with the option of up to 4 one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for Fire Turnouts and PPE in an amount not to exceed $ 300,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No.2 to extend the Agreement for 1 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 February 1, 2025 through January 31, 2026.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2 Total payments made to the Contractor

Docusign Envelope ID: 5AFCCEFA-5DD1-4EAB-AC1A-621747916150

during the term of this Amendment No. 2 will not exceed $300,000.

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	**FOR THE CONTRACTOR**
By: _____	By: Jerry Swift _____
Its: _____	Its: President _____

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 5AFCCEFA-5DD1-4EAB-AC1A-621747916150

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Item Description Group #1	Brand/Model	Unit Price
1.	Turnout Coat/Pant	PBI Max or Kombat Flex, Crosstech Black, Caldura Elite or Titanium w/ Nomex Nano	$3,529.94
2.	Turnout Coat/Pant	PBI Max or Kombat Flex, Crosstech Black, Glide Ice w/ Nomex Nano	$3,602.43
3.	Turnout Coat/Pant	PBI Max or Kombat Flex, Crosstech Black, Glide Ice 2-layer	$3,370.98
3.a	Turnout Coat/Pants	Innotex Energy Grear Energy Grear - Chandler Spec QUO-75407-L2W5J	$3,470.21
4.	Accountability Panel	Included	-
5.	Suspenders	Included	-
6.	Class I Belt	Yates Kevlar Escape Belt	$219.40
7.	Hood(s)	Innotex 25 Grey Hood	$113.79
8.	Gloves	Innotex 885S Glove	$146.81
9.	Brush / EMS Pant	Innotex Resuce Pant	$333.44

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City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRE TURNOUTS AND PPE
CITY OF CHANDLER AGREEMENT NO.FD2-340-4440

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and, Matlick Enterprises dba United Fire Equipment Co., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for Fire Turnouts and PPE (Agreement); and

WHEREAS, the term of the Agreement was February 1, 2023 through January 31, 2024, with the option of up to 4 one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for Fire Turnouts and PPE in an amount not to exceed $ 300,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No.2 to extend the Agreement for 1 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 February 1, 2025 through January 31, 2026.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor

Docusign Envelope ID: 05D1906F-BA2B-4D1A-8AB4-39863BEA8247

during the term of this Amendment No. 2 will not exceed $ 300,000.

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: Paul Fraser

Its: Product Manager

APPROVED AS TO FORM:

By: _____

City Attorney JMB

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: 05D1906F-BA2B-4D1A-8AB4-39863BEA8247

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Item Description	Brand/Model	Unit Price
1.	Hood	Lion HD395142(Black) or HD395146(Tan)	$121.90
2.	Gloves	A. Lion Victory B. Lion Commander C. Fire Dex/Dex-Pro, Gauntlet	A. $116.60 B. $127.20 C. $125.00
3.	Helmet – Traditional Style	Cairns ~~1044 DS Defender~~ discontinued Replacement - Cairns 1836 Traditional Style Yellow Fire Helmet – Part number CAI10247333	$405.60
4.	Helmet – Modern Style	Cairns 660 DS Defender	$370.50
5.	Brush/EMS Pant	Fire-Dex WCEPNOMPTP	$275.00

Docusign Envelope ID: 68DA6F5E-2EF0-456F-A20D-FB194D381370

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRE TURNOUTS AND PPE
CITY OF CHANDLER AGREEMENT NO.FD2-340-4440

THIS AMENDMENT NO. 2 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and, Velocity Fire Equipment Sales, an Arizona Limited Liability Company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for Fire Turnouts and PPE (Agreement); and

WHEREAS, the term of the Agreement was February 1, 2023 through January 31, 2024, with the option of up to 4 one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for Fire Turnouts and PPE in an amount not to exceed $300,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No.2 to extend the Agreement for 1 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 February 1, 2025 through January 31, 2026.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2 Total payments made to the Contractor

Docusign Envelope ID: 68DA6F5E-2EF0-456F-A20D-FB194D381370

during the term of this Amendment No. 2 will not exceed $300,000.

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	**FOR THE CONTRACTOR**
By: _____	By: Steve Hagerla _____
Its: Mayor	Its: Fire Protection Specialist

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 68DA6F5E-2EF0-456F-A20D-FB194D381370

REVISED EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Item Description	Brand/Model	Unit Price
1.	Class I Belt	Veridian Class I Belt	$164.25
2.	Hood	Veridian Viper Nano Hood	$134.35
3.	Gloves	Veridian Fire Knight Gloves	$160.12
4.	Brush/EMS Pant	Veridian Dual Cert Pant	$294.41

City Council Memorandum Information Technology Memo No. N/A

Date:	February 03, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Sandip Dholakia, Chief Information Officer
From:	Molly Mahai, IT Chief Infrastructure Officer
Subject:	Purchase of Microsoft Unified Enterprise Support

Proposed Motion:

Move City Council approve the purchase of Microsoft unified enterprise support, from SHI International Corp., utilizing the NASPO Contract No. AR2488, in an amount not to exceed $136,975.

Background/Discussion:

The city has been utilizing Microsoft Unified Enterprise Support Services (support services) for the past several years. It provides a dedicated account manager who is available for escalations, along with priority support services.

Support services include:

- **Proactive Services**: These services provide access to on-demand assessments which assess the configuration of various features and provide recommendations to increase the health and efficiency of those features.
- **Success Management Services:** This service help city IT staff plan and implement all the tools included in the licensing. Staff use this service in conjunction with third party vendors for assistance.
- **Problem Resolution Services:** This service provides priority access to engineers when tickets are submitted, in addition to the account manager coordinating the right resources for a quick resolution.

Under this program, the city will also receive Flex Allowance, which provides a set of hours with a specialized engineer on a feature of staff's choosing. This service can assist with a specific implementation or training for a new feature, such as

InTune or MS Defender.

Evaluation:

The State of Utah, on behalf of NASPO ValuePoint, competitively solicited and awarded a contract for cloud solutions. The State of Arizona has adopted the NASPO ValuePoint contract. The city has a current agreement with the State allowing for the cooperative use of the adopted contract.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1287.5219.0.6IT093.0	General Government Capital Projects	Microsoft Office 365	$136,975	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-065

Date: February 03, 2025
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 6, Bar Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Round One Entertainment, Inc., DBA Round1 Bowling & Arcade

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 321459, a Series 6, Bar Liquor License, for Andrea Dahlman Lewkowitz, Agent, Round One Entertainment, Inc., DBA Round1 Bowling & Arcade, located at 3177 W. Chandler Boulevard, and approval of the City of Chandler, Series 6, Bar Liquor License No. 308782.

Discussion:

This application for a liquor license was posted for hearing on February 6, 2025.

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.

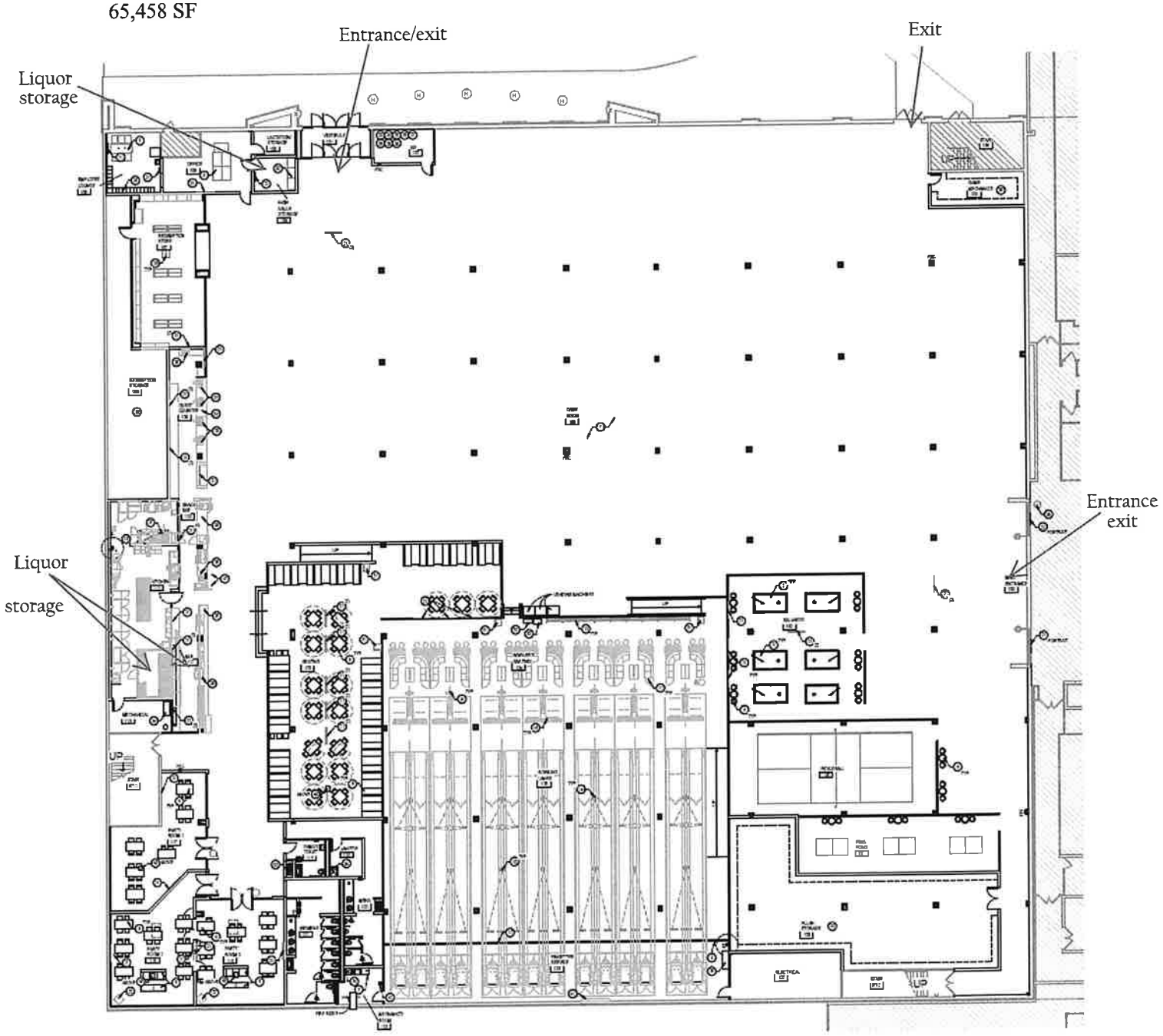
The Police Department reports no objections to the issuance of this license. With a Series 6, Bar Liquor License, the business may sell all alcoholic beverages for on- or off-premise consumption.

Attachments

A-Floor Plan

'24 DEC 3 AM 8:39 AZDLLC

ROUND1 BOWLING & ARCADE
3177 W. Chandler Blvd., #ANC04
Chandler, AZ 85226
65,458 SF



CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-066

Date: February 03, 2025
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 Gian J. Rondon, Agent, Coby's, LLC, DBA Coby's

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 319258, a Series 10, Beer and Wine Store Liquor License, for Gian J. Rondon, Agent, Coby's, LLC, DBA Coby's, located at 570 E. Galveston Street, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 202048.

Discussion:

This application for a liquor license was posted for a hearing on February 6, 2025.

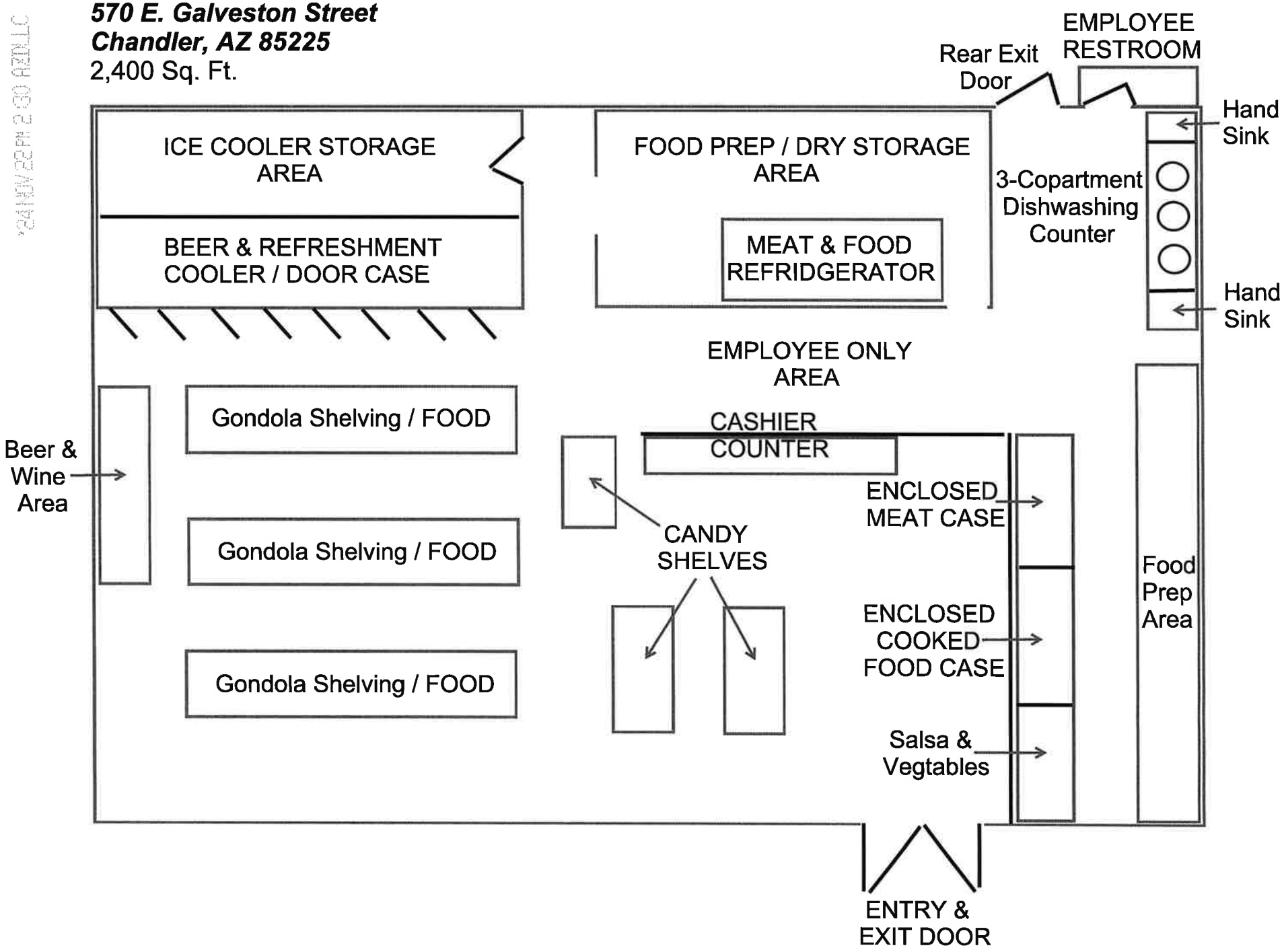
Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license 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. 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

COBYS
570 E. Galveston Street
Chandler, AZ 85225
2,400 Sq. Ft.



CHANDLER arizona
Community of Innovation

City Council Memorandum Neighborhood Resources Memo No.

Date: February 03, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
From: Leah Powell, Neighborhood Resources Director
Subject: Resolution No. 5870, rescinding Resolution No. 5361 which authorized extended use of temporary signage to promote Chandler businesses, and authorizing the Zoning Administrator to waive provisions of Chapter 39-10 of the Chandler City Code as reasonably necessary to promote Chandler businesses during the COVID-19 Coronavirus Pandemic.

Proposed Motion:

Move City Council Pass and Adopt Resolution No. 5870, rescinding Resolution No. 5361 which authorized extended use of temporary signage to promote Chandler businesses, and authorizing the Zoning Administrator to waive provisions of Chapter 39-10 of the Chandler City Code as reasonably necessary to promote Chandler businesses during the COVID-19 Coronavirus Pandemic.

Background:

On April 26, 2020, the Chandler City Council adopted Resolution No. 5361, authorizing extended use of temporary signage to promote Chandler businesses and authorizing the Zoning Administrator to waive provisions of Chapter 39-10 of the Code of the City of Chandler, as reasonably necessary to promote Chandler businesses during the COVID-19 pandemic. This action was among the first steps the City took at the onset of the pandemic to aid businesses suffering the effects of decreased sales. The action was specifically tied to the pandemic and intended to be sunsetted upon a return to normal operating conditions.

The City of Chandler suspended temporary signage regulations during the COVID-19 pandemic through Resolution No. 5361, eliminating time limits and permitting requirements to support local businesses. Resolution No. 5870 will restore the original signage requirements outlined in Chandler City Code Chapter

39-10.

Discussion:

After consulting with the Chandler Chamber of Commerce and Downtown Chandler Community Partnership (DCCP), which support this transition, the City has developed a phased enforcement plan. Neighborhood Preservation staff will be attending the February 13, 2025, DCCP Stakeholders Meeting to provide education and copies of the Temporary Sign Permit Application. The Neighborhood Resources Department will implement a 60-day grace period following the resolution's effective date. This will include:

1. A 30-day education period during which residents and businesses will receive information about temporary sign regulations
2. A subsequent 30-day period where only Courtesy Notices will be issued

Regular enforcement of the signage code will resume after this 60-day transition period.

Financial Implications:

There are no financial implications associated with this item as the cost of enforcement is already included in the Neighborhood Resources Department budget.

Attachments

Resolution No. 5870 Rescinding Resolution No. 5361

RESOLUTION NO. 5870

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, RESCINDING RESOLUTION NO. 5361 AUTHORIZING EXTENDED USE OF TEMPORARY SIGNAGE TO PROMOTE CHANDLER BUSINESSES AND WAIVE PROVISIONS OF CHANDLER CITY CODE CHAPTER 39-10.

WHEREAS, on April 26, 2020, in response to the COVID-19 Coronavirus pandemic (the "Pandemic"), the City Council of the City of Chandler, Arizona adopted Resolution No. 5361 authorizing extended use of temporary signage and the waiver of provisions of Chandler City Code Chapter 39-10; and

WHEREAS, the provisions of Resolution No. 5361 were intended to benefit local businesses suffering harm due to decreased economic activity as a result of certain operational restrictions imposed in response to the Pandemic; and

WHEREAS, at the time of passage, Resolution No. 5361 was intended to be a temporary measure and the City Council desires to rescind it at this time.

WHEREAS, recission of Resolution No. 5361 requires formal action of the Chandler City Council.

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

Section 1. Rescinds Resolution No. 5361.

Section 2. Directs that City staff implement a 60-day grace period following the effective date of this Resolution as follows: a 30-day education period where Chandler residents and businesses will receive information about Chandler's sign regulations followed by a 30-day period where offenders will receive courtesy notices rather than citations.

Section 3. Directs that following the 60-day grace period described in Section 2, staff resume normal enforcement of Chandler's signage rules as adopted in Chandler City Code and in accordance with all applicable laws.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above foregoing Resolution No. 5870 was duly passed and adopted by the City Council of the City of Chandler, Arizona at a regular meeting held on the ____day of _____ 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	February 03, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Donny Witt, Police Technology Senior Manager
Subject:	Purchase of Mobile Communication Services

Proposed Motion:

Move City Council approve the purchase of mobile communication services, from AT&T FirstNet, utilizing the State of Arizona Contract No. CTR052804, in an amount not to exceed $170,000.

Background/Discussion:

FirstNet, powered by AT&T, is a dedicated communications platform designed specifically for first responders. This network provides priority and preemption services, ensuring police officers maintain reliable and uninterrupted communication during emergencies, large-scale events, and disasters. By adopting AT&T FirstNet and its mobile solutions, police departments gain access to a secure, high-performance communication platform that remains operational even when commercial networks become congested.

Uninterrupted communication is critical for coordinating emergency responses, ensuring officer safety, and providing timely assistance to the community. The enhanced capabilities of FirstNet significantly improve the efficiency and effectiveness of law enforcement operations, allowing for better service and protection.

The Police Department pays for FirstNet services biannually. The first payment for Fiscal Year 2024/25 was $130,000, with the second payment not to exceed $170,000. The $40,000 temporary increase over the next six months is due to the

addition of hotspots for 92 supervisor cellphones. This is a one-time expense, which will be eliminated once the department completes the internet rollout in patrol cars.

Approval of this item will ensure the continued procurement of data and communication services from AT&T, maintaining essential capabilities for department-issued devices.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for carrier and broadband services. The City of Chandler has a current agreement with the State allowing for competitive use of the State's contracts. The term of the State's contract is valid through August 11, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2065.5511.0.0.0	General Fund	N/A	$170,000.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date: February 03, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Carole Speranza, Police Operations Manager
Subject: Agreement No. PD3-200-4510, Amendment No. 4, with FX Tactical, LLC, and Skaggs Companies, Inc., for Police Uniforms

---

Proposed Motion:

Move City Council approve Agreement No. PD3-200-4510, Amendment No. 4, with FX Tactical, LLC, and Skaggs Companies, Inc., for police uniforms, in the amount of $600,000.

Background/Discussion:

On September 12, 2024, City Council approved Amendment No. 3 with FX Tactical, LLC, and Skaggs Companies, Inc., to purchase $350,000 of police uniforms, which is the expected amount for uniforms for the fiscal year. The Police Department also has a need to replace 237 patrol and 39 SWAT ballistic vests that have reached the end of their five-year warranty period, at which point the material degrades and its effectiveness in protecting the wearer is compromised. Amendment No. 4 is to increase the spending limit by $600,000 with these same vendors to allow for the purchase of ballistic vests in addition to the normal amount spent on uniforms.

Evaluation:

On August 17, 2022, City Council approved an agreement with FX Tactical, LLC, and Skaggs Companies, Inc., for police uniforms, for a one-year period, with the option of up to four additional one-year extensions. The contract was renewed through August 31, 2025, and the current term of this agreement is still in effect. Staff is requesting an increase to the spending limit that was previously approved

by City Council. All other terms of the original agreement remain the same.

Financial Implications:

This amendment is in the amount of $600,000 for a revised total contract amount not to exceed $950,000.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2030.5313.0.0.0	General Fund	N/A	$600,000.00	N

Attachments

4510 - Amendment 4 - FX tactical

4510 - Amendment 4 - Skaggs

Docusign Envelope ID: 4A768D81-C94B-482B-B700-6AAA6AD7248E

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
POLICE UNIFORMS
CITY OF CHANDLER AGREEMENT NO. PD3-200-4510

THIS AMENDMENT NO. 4 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and FX Tactical, LLC. an Arizona Limited Liability Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for police uniforms (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;

WHEREAS, previous Amendments No. 1, 2 and 3 extended the term of the agreement through August, 31, 2025;

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section IV, Payment of Compensation and Fees is amended to increase the annual spending limit by $600,000, for a revised not to exceed amount of $950,000, for the term ending August 31, 2025, per pricing set forth in Exhibit B of Amendment No. 3, which is incorporated into and made a part of this Amendment No. 4 by this reference.

3. 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

Docusign Envelope ID: 4A768D81-C94B-482B-B700-6AAA6AD7248E

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: _____

Its: GENERAL MANAGER _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: ED83B4E8-A0B4-42A4-A6A5-FAA5742037FF

City Clerk Document No. _____

City Council Meeting Date:_____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
POLICE UNIFORMS
CITY OF CHANDLER AGREEMENT NO. PD3-200-4510

THIS AMENDMENT NO. 4 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Skaggs Companies, Inc., a Utah Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for police uniforms (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;

WHEREAS, previous Amendments No. 1, 2 and 3 extended the term of the agreement through August, 31, 2025;

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section IV, Payment of Compensation and Fees is amended to increase the annual spending limit by $600,000, for a revised not to exceed amount of $950,000, for the term ending August 31, 2025, per pricing set forth in Exhibit B of Amendment No. 3, which is incorporated into and made a part of this Amendment No. 4 by this reference.

3. 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

Docusign Envelope ID: ED83B4E8-A0B4-42A4-A6A5-FAA5742037FF

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	**FOR THE CONTRACTOR**
By: _____	By: Madilynne Bohneck
Its: Mayor	Its: Account Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE25-041

Date: February 03, 2025
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: Resolution No. 5851 Acquisition of Real Property Required for the Ray Road and Dobson Road Intersection Improvement

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5851, authorizing the acquisition of real property in fee or by easement as needed for the Ray Road and Dobson Road Improvement, Project No. ST2103; authorizing the city's real estate administrator to sign, on behalf of the city, the purchase agreements and any other documents necessary to facilitate the acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and obtain immediate possession thereof; and, authorizing relocation assistance as may be required by law.

Background:

This project consists of improving the Ray and Dobson roads intersection to include dual left and right turns on all four legs. The city has selected Alternative 3 from the pre-design study as the preferred alternative, which will shift the centerline of Ray Road north and the centerline of Dobson Road slightly east to avoid impacts to the existing neighborhood on the southwest corner and the existing Salt River Project (SRP) irrigation structure on the northwest corner. The intersection has a history of experiencing traffic congestion/delays and has been in the city's top ten intersections with high crash rates. This project will provide final design for this intersection based on Alternative 3.

The intersection has several significant existing utilities. There is an existing SRP

overhead 69kV transmission line that runs along the east side of Dobson Road both north and south of Ray Road. There is also an existing SRP overhead transmission line that runs along the northwest quadrant of the intersection. Based on the preliminary engineering, SRP 69kV overhead transmission on the east side of Dobson Road will need to be relocated to allow for these roadway improvements. SRP also has existing irrigation facilities that run along the north side of Ray Road both east and west of Dobson Road, as well as another irrigation pipeline that runs along the west side of Dobson Road from a turnout structure in the northwest corner heading south across Ray Road. A land exchange with SRP may be necessary as part of this project although initial discussion during the study phase indicated it could potentially be avoided. The project will include full replacement of the existing traffic signal at Ray and Dobson roads. The project will also include replacement of existing ACP waterlines within the limits of pavement reconstruction.

Staff has reviewed and approved the legal descriptions for this project.

Discussion:

Construction of the project is anticipated to commence in Fiscal Year 2025-2026 and is supported by a federal Highway Safety Improvement Program (HSIP) grant.

Financial Implications:

Funds have been set aside in the Project for acquisition and relocation services.

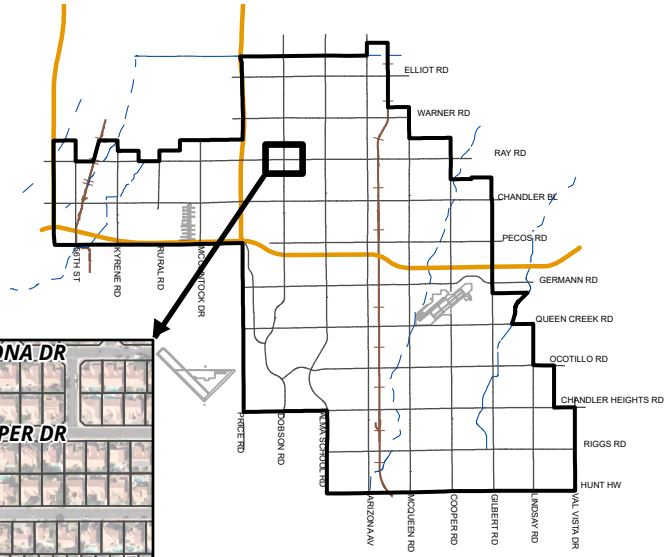
Attachments

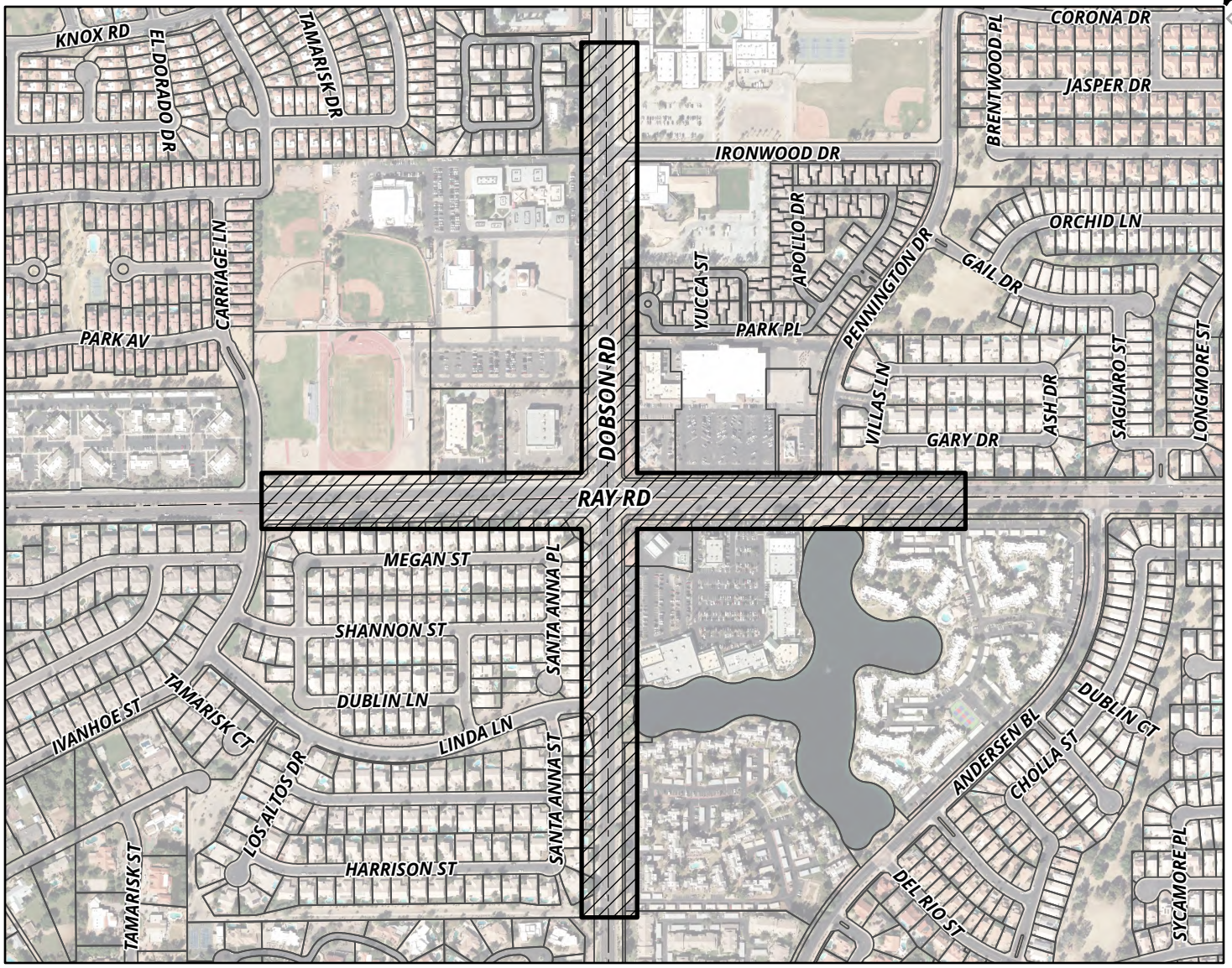
Location Map

Resolution No. 5851

CHANDLER arizona

AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN FEE OR BY EASEMENT REQUIRED FOR THE RAY ROAD AND DOBSON ROAD INTERSECTION PROJECT ST2103, AS SHOWN ON THE ATTACHED MAP, AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITIONS; 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





MEMO NO. RE25-041

RESOLUTION NO. 5851

PROJECT LOCATION

NTS

ChanGIS

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RESOLUTION NO. 5851

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN FEE OR BY EASEMENT REQUIRED FOR THE RAY ROAD AND DOBSON ROAD INTERSECTION IMPROVEMENT PROJECT ST2103; AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE THE REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND, AUTHORIZING RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW.

WHEREAS, the City of Chandler is planning to reconstruct the intersection of Ray Road and Dobson Road (the "Project") to improve service within the city and to be a benefit to the public in the area as depicted in Exhibit "A"; and

WHEREAS, the City of Chandler needs to acquire a real property rights in fee or by easement along the alignment depicted in Exhibit "A" so the Project may proceed and be constructed in accordance with its schedule; and

WHEREAS, the City is authorized by law to acquire, whether by purchase or dedication such real property rights as are needed for public purposes; and

WHEREAS, the acquisition of some of the real property rights 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 real property rights in fee or by easement for the Ray Road and Dobson Road Intersection Project ST2103, as depicted in Exhibit "A" attached hereto and made a part hereof, 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 real property rights in fee or by easement 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. Subject to Section 2 above, authorizes 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 property 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 real property interests.

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 real property, including any improvements thereon, and to secure immediate possession of the property for the public purpose of constructing the Ray Road and Dobson Road Intersection Improvement Project ST2103, and further to perform all acts necessary in furtherance of the acquisition of title to and immediate possession of the property.

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 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 real property rights through voluntary sale by the property owner, the City Council will meet in executive session pursuant to ARS § 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 this _____day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5851 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

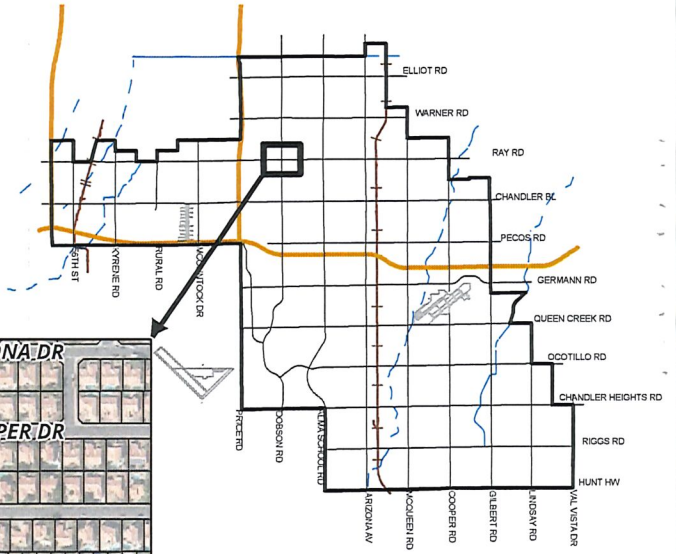
CITY ATTORNEY

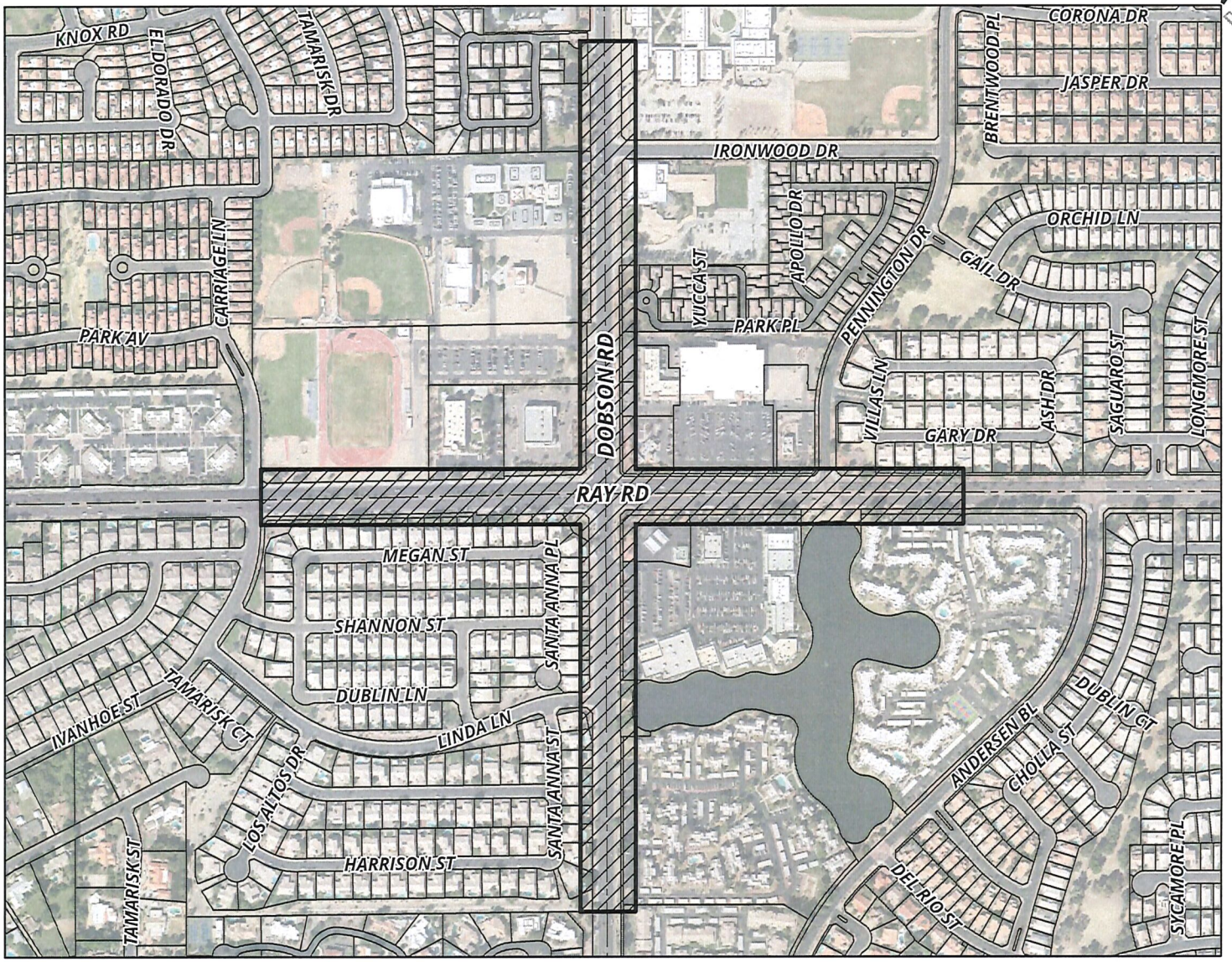
DMG

EXHIBIT “A”

CHANDLER arizona

AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN FEE OR BY EASEMENT REQUIRED FOR THE RAY ROAD AND DOBSON ROAD INTERSECTION PROJECT ST2103, AS SHOWN ON THE ATTACHED MAP, AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITIONS; 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





MEMO NO. RE25-041

RESOLUTION NO. 5851

PROJECT LOCATION

NTS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-088

Date: February 03, 2025
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. ST2103.501, SRP Engineering Services Agreement No. 2200531, with Salt River Project (SRP), for the Ray Road and Dobson Road Intersection Improvements Design Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. ST2103.501, SRP Engineering Services Agreement No. 2200531, to SRP, for the Ray Road and Dobson Road Intersection Improvements Design Services, in an amount not to exceed $113,080.

Background/Discussion:

The Ray Road and Dobson Road Intersection Improvements Project includes the reconstruction of the intersection to improve capacity and safety. The intersection will be widened to accommodate dual left turn lanes, raised medians, Americans with Disabilities Act upgrades, right turn lanes, and bike lanes. Additional improvements include new streetlights, sidewalks, traffic signals, stormwater drainage, utility relocation, landscaping and irrigation, and the replacement of aged potable waterlines.

As part of the project, SRP will provide professional services to analyze and design modifications for its affected irrigation facilities. On June 18, 2024, a prior agreement with SRP for their professional services was approved administratively. As the design of the project progressed, SRP determined additional facilities are affected by the improvements and has requested Change Order No. 1 for its additional services.

Evaluation:

SRP will self-perform the design and evaluation of their affected irrigation facilities. The city is required to reimburse SRP for all associated costs.

Financial Implications:

Original Agreement:	$97,550
Change Order No. 1:	$15,530
Total Cost:	$113,080

Fiscal Impact

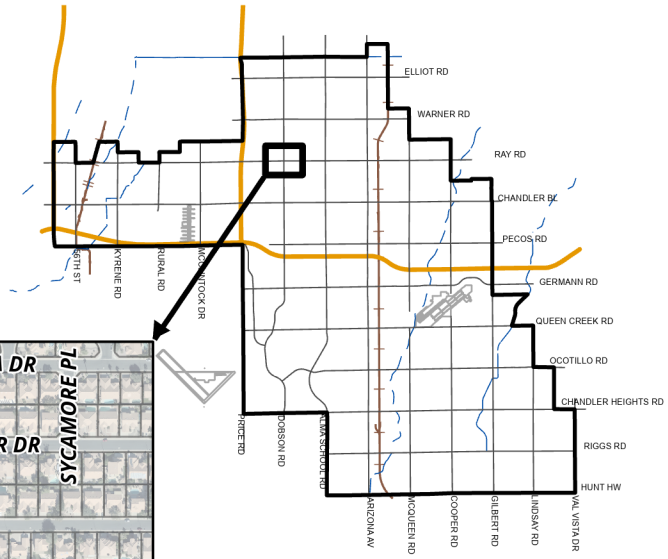
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.3310.5219.6ST754	GO Bonds	Ray Rd/Dobson Rd Intersection	$113,080	Y

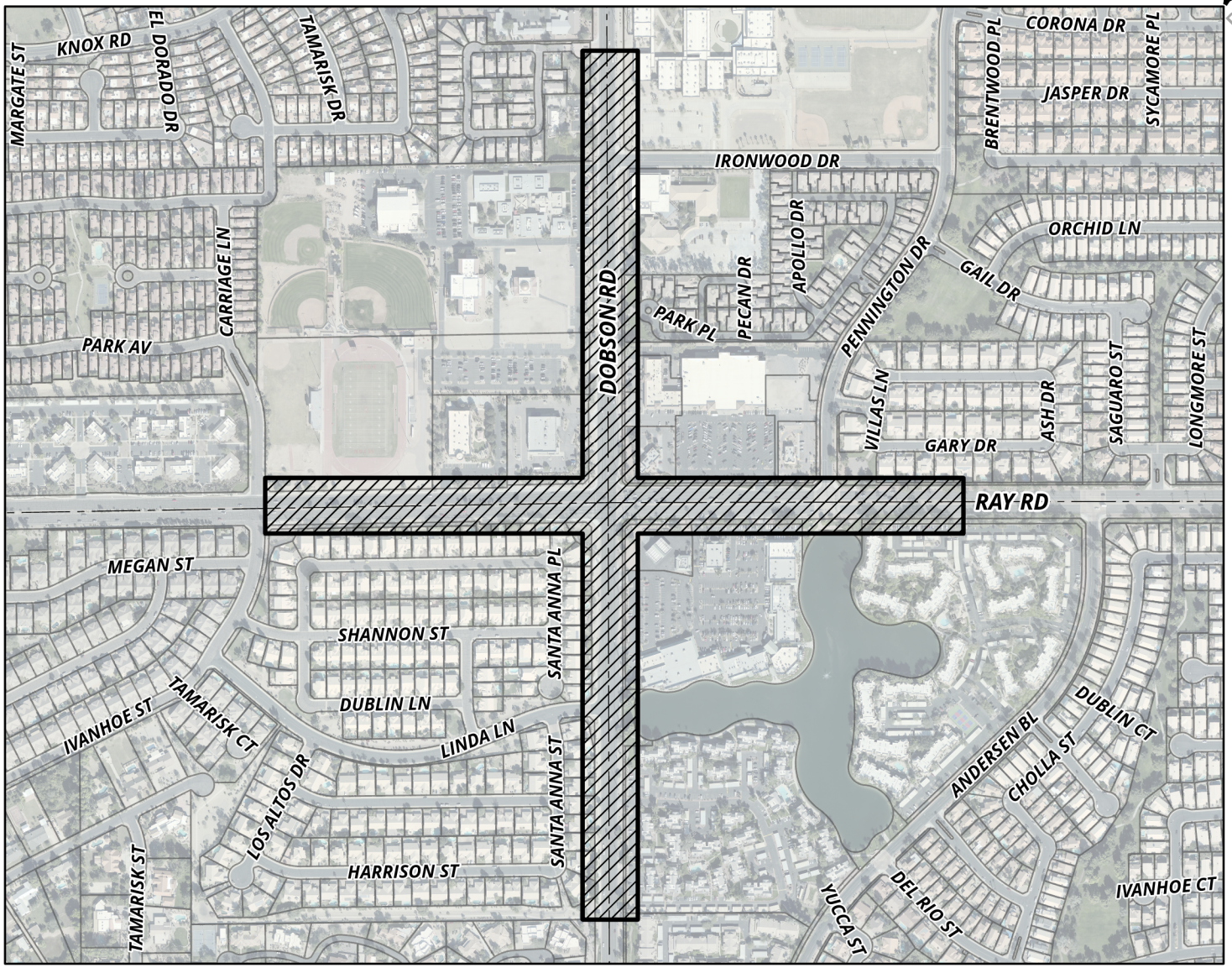
Attachments

Location Map
Agreement
Change Order No. 1

CHANDLER arizona

RAY ROAD AND DOBSON ROAD INTERSECTION IMPROVEMENTS PROJECT NO. ST2103.501





MEMO NO. CP25-088

PROJECT LOCATION

NTS

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Delivering water and power™

P.O. Box 52025
Mail Station: SSW303
Phoenix, Arizona 85072-2025
(602) 236-5900
www.srpnet.com

File: 2200531
Coord: 25.00 E 4.00 S

June 4, 2024

City of Chandler
Attn: Mr. Ivan Magana
P. O. Box 4008
Chandler, AZ 85244-4008

RE: Ray Road & Dobson Road Improvements
RAY ROAD AND DOBSON ROAD

Dear Mr. Magana:

As discussed at our Pre-Design Meeting (PDM) on 5/1/2024, we are providing you with an Engineering Services Agreement (ESA) for your review and signature. An engineering cost estimate summary is included as Exhibit A. Note that underground utility locating is not included and will need to be provided by you or your engineer.

Please return a signed original copy of the ESA to my attention at the address above within two weeks of receipt of this letter. We will begin our design process upon receipt of the signed copy of the ESA and any required information identified at the PDM and provide our design schedule once we receive underground utility location information.

After our design is completed, we will submit a construction agreement for our associated construction costs, including construction engineering services, for your review and approval prior to construction of SRP facilities.

We appreciate the opportunity to provide engineering services for your project. If you have any questions, contact our assigned Project Leader, Victor Lucero, at (602) 236-5586 or email at Victor.Lucero@srpnet.com. Please reference our file number 2200531 on any correspondence regarding this project.

Sincerely,

Christian Andrews
Manager, Water Engineering

CA:cg
Enclosures: Engineering Services Agreement
Exhibit A – Engineering Cost Summary

Delivering water and power™

File: 2200531

ENGINEERING SERVICES AGREEMENT

(Municipal)

This Engineering Services Agreement for engineering of SRP irrigation facilities ("Agreement") is entered into by and between the Salt River Project Agricultural Improvement and Power District ("District") and Salt River Valley Water Users' Association ("Association"; collectively, "SRP") and City of Chandler ("Municipality") as of this ____ day of____, 202__. SRP and Municipality may be referred to as "Party" or "Parties."

RECITALS

A. SRP manages certain irrigation facilities (the "Facilities"), including certain irrigation facilities owned by the United States of America ("USA"), on behalf of the Association and/or SRP;

B. Municipality has requested that SRP Facilities be modified or relocated to accommodate Ray Road & Dobson Road Improvements ("the Project"); certain improvements or other development needs of Municipality's project known as

C. The Facilities to be modified or relocated in accordance with this Agreement are located at RAY ROAD AND DOBSON ROAD (the "Specified Facilities"); and

D. SRP is willing to provide design engineering for the Specified Facilities to be modified or relocated for the Project.

TERMS AND CONDITIONS

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1) Contract Documents. This Agreement incorporates by reference the Cost Estimate Summary together with all other documents, exhibits, specifications and plans referred to therein (collectively, the "Contract Documents").

2) Municipality's Acknowledgement. Municipality acknowledges that Municipality has received and reviewed the Contract Documents and specifically agrees that the Contract Documents meet all of Municipality's requirements.

3) Scope of Work. The scope of work and estimated cost for design engineering and administrative services ("the Services") associated with the Project is $97,550.00. The

Services are further detailed in the Engineering Cost Estimate Summary, attached hereto as **Exhibit A.**

4) Deliverables. SRP will commence the Services upon receipt of the signed Agreement. Upon completion of design, SRP shall provide to Municipality a set of design drawings, specifications and an Agreement for Construction of SRP Facilities ("Construction Services Agreement") for construction of the Project.

5) Construction Services Agreement. If Municipality desires to proceed with construction of the Project in accordance with the design drawings, Municipality shall execute and return the Construction Services Agreement and pay SRP the specified fees associated with construction of the Project, in accordance with the terms of that agreement.

6) Compensation. Municipality shall pay SRP for the actual cost of the Services, including the Services performed pursuant to any approved changes to the Project. The initial invoice is provided concurrently with this Agreement. If applicable, SRP will provide additional invoices for subsequent changes to the Engineering Cost Estimate Summary. All invoices are due no later than within one hundred and twenty (120) days after completion of the Services.

   a. Any bills not paid when due shall be delinquent and shall bear interest at the Wall Street Journal Prime Rate, on the date the bill was due plus 2% (Wall Street Journal Prime Rate plus 2%) per annum from the date when the bill was due until the bill is paid (including any accrued interest) is paid in full.

   b. In the event any portion of any bill is disputed, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest. If the protest is found to be valid, Municipality shall be refunded any overpayment plus interest, accrued at the rate set forth in Paragraph 7(a), prorated by days from the date payment was credited to Municipality to the date the refund check is mailed.

   c. Nothing herein shall limit the rights of SRP to use any other available legal remedy to effect collection of said amounts.

   d. Municipality's payment obligation hereunder shall not be conditioned upon reimbursement to Municipality by any third-party funding source.

   e. Following Municipality's receipt of invoice for any subsequent changes to the Engineering Cost Estimate Summary, Municipality shall have five business days to notify SRP in writing of any disputed amount contained in the invoice.

   f. Municipality's failure to render timely payment in accordance with this paragraph shall be considered a material breach of this Agreement.

7) Indemnification. Municipality shall indemnify, hold harmless, release and defend SRP, the United States of America (USA), the Salt River Valley Water Users' Association (Association) and each and every one of the members of their respective governing bodies, their officers, agents and employees (the "Indemnified Parties") for, from and against any and all claims, demands, suits, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses, fines, penalties, and liabilities (collectively, "Losses") for injury to or death of any person or persons, including employees of SRP or of Municipality or its subcontractors, or damage to property, including property of SRP or of Municipality or its subcontractors, to which the Indemnified Parties may be put or subjected by reason of any act or omission on the part of Municipality, any subcontractor or supplier of Municipality, or any of the directors, officers, partners, members, managers, agents, servants or employees of Municipality, or of its subcontractors or suppliers. Municipality's obligations under this Section shall extend to Losses resulting from or arising out of the inability of any irrigation structure designed or modified pursuant to this Agreement to contain or dispose of water entering the structure from a drainage facility owned, designed, maintained or operated by the Municipality. Municipality shall further release SRP from any claim or demand for incidental or consequential damages Municipality incurs as a result of, or arising out of, SRP's performance hereunder. Municipality's obligations under this Section shall extend to the Indemnified Parties where they, or any one of them, are allegedly concurrently negligent with Municipality, any subcontractor or supplier of Municipality, or any of the directors, officers, partners, members, managers, agents, servants or employees of Municipality, or of its subcontractors or suppliers, in causing or contributing to the liability causing event. Municipality shall also indemnify and hold harmless (and, upon notice so requiring from SRP, also defend) the Indemnified Parties for, from and against any and all Losses for contractual claims arising out of Municipality's agreements with third parties. Further, Municipality releases SRP from and waives any claims it may have, now or in the future, related to SRP's performance hereunder, unless such claim results from SRP's sole, exclusive negligence or willful action. Municipality understands and agrees that Municipality enters upon the property of the USA, Association and/or SRP at Municipality's own risk.

8) Changes. If Municipality requests and receives approval from SRP for changes to the Project, or if there is any change to the information regarding the Project provided by Municipality and relied upon by SRP, SRP will charge Municipality and Municipality shall pay for any additional costs incurred by SRP, including but not limited to redesign engineering costs.

9) Termination. Municipality may terminate this Agreement at any time by providing thirty (30) days' written notice to SRP. Municipality shall pay SRP for work completed and reasonable expenses incurred to the date of termination.

10) No Waiver. The failure of SRP to insist upon strict performance of any of the terms and conditions hereof, or its delay or failure to exercise any rights or remedies provided herein by law, or its failure to properly notify Municipality in the event of breach, shall not release Municipality from any of the obligations of this Agreement and shall not be deemed a waiver of any rights of SRP to insist upon strict performance hereof.

11) Transactional Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.

12) Expenditures and Transfer of Monies. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 42-17106.

13) Notices:

If to Municipality:
City of Chandler
Mr. Ivan Magana
P. O. Box 4008
Chandler, AZ 85244-4008

If to SRP:
SRP
Attn: Christian Andrews, Manager
Water Engineering and Transmission, MS SSW 303
P.O. Box 52025
Phoenix, Arizona 85072-2025

14) Binding Agreement. This Agreement is binding upon the Parties hereto, and their respective successors and assigns.

15) Data Protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to SRP in connection with this Agreement is confidential, proprietary information owned by the Municipality. Except as specifically provided in this Agreement, SRP shall not disclose data generated in the performance of the services to any third person without the prior written consent of the Municipality, or its designee.

16) Force Majeure. No Party shall be considered to be in default in the performance of any of its obligations hereunder if failure of performance is due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the Party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, pandemic, epidemic, war, riot, civil disturbance or disobedience, labor dispute, action or nonaction by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, unusual delays in delivery, supply interruptions, delay attributable to the actions of any governmental or regulatory agency having jurisdiction over the project, sabotage, restraint by Court order or public authority, or any other factor beyond the reasonable control of a Party, and which by the exercise of commercially reasonable due diligence such Party shall be unable to overcome. Nothing herein shall be construed so as to require either Party to settle any strike or labor dispute in which it is involved. Either

Party rendered unable to fulfill any obligation hereunder by reason of an uncontrollable force shall exercise due diligence to remove such inability.

17) Governing Law and Venue. The Contract Documents shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of law principles. SRP and Municipality agree that any action, suit or proceeding arising out of or relating to the Contract Documents shall be initiated and prosecuted in a federal or state court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court.

18) Waiver of Jury Trial. In the event of a dispute involving the terms of this Agreement or an allegation of material breach by either Party, the Parties reserve all rights and remedies, arising by law or equity, but shall waive any right to demand a trial by jury in an action commenced in court with respect to any legal proceeding arising out of or relating to this Agreement.

19) Attorney's Fees. Should either party sue to enforce its rights herein, the prevailing party to litigation shall be entitled to reimbursement from the other party of its reasonable attorney's fees and litigation costs and expenses, including witness fees of any kind, in an amount to be determined by the court, by arbitration if required by the court, or by agreement between the parties.

20) Complete Agreement. This Agreement (encompassing all Contract Documents referenced herein) represents the entire agreement of the Parties and supersedes all negotiations, representations, prior discussions or preliminary agreements between the Parties. No statements, warranties or representations of any kind not created in this Agreement shall in any way bind the Parties. This Agreement can only be changed or modified by a writing signed by all of the Parties hereto.

21) Amendment. The Contract Documents may not be amended except by a written instrument executed by each party to this Agreement.

22) Severability. No term or provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions of this Agreement. Any term found to be invalid or unenforceable shall be deemed as severable from the remainder of the Agreement.

23) No Joint Venture, Partnership or Business Association. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no individual performing under this Agreement on behalf of SRP will be considered a Municipality employee, and that no rights of Municipality civil service, Municipality

retirement or Municipality personnel rules shall accrue to such individual. SRP shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold harmless the Municipality with respect thereto

24) SRP's Compliance. SRP shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on SRP, a request for an amendment may be submitted.

25) No Assignment: This Agreement is in the nature of a personal services agreement and Neither SRP nor Municipality shall have the power to assign its rights and obligations under this Agreement without the prior written consent of the other Party. Any attempt to assign without such prior written consent shall be void.

26) Offer to Perform: SRP's delivery of this Agreement to Municipality constitutes an offer to perform the Services on the terms and conditions set forth in this Agreement and the Contract Documents. Municipality may accept this offer by signing this Agreement and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Agreement to SRP within 120 days of the date first set forth below.

IN WITNESS HEREOF, each Party has caused the execution of this Agreement by the undersigned, who is vested with authority to bind such Party to the terms and conditions herein.

"SRP"
Salt River Valley Project Agricultural Improvement and Power District and Salt River Valley Water Users' Association:

Christian Andrews
Manager
Water Engineering

6-4-24
Date Signed

"Municipality"
City of Chandler, an Arizona municipal corporation

see next page
Municipality Representative

CIP City Engineer
Title of Representative

6/18/2024
Date Signed

Project:	ST2103.501
Location:	Ray Road & Dobson Road

For Customer: **"Municipality"**
City of Chandler

Authorized Signature: Daniel Haskins Date: 6/18/2024

Printed Name: Daniel Haskins, P.E. Title: CIP City Engineer

Approved as to Form: _____
City Attorney

Attest: _____
City Clerk Seal

CITY OF CHANDLER CORPORATE SEAL ARIZONA

Delivering water and power™

EXHIBIT A

SRP Engineering Cost Estimate Summary

J. O. Number:	2200531	***Estimate Date:***	5/30/2024
Customer:	City of Chandler	***Estimate Valid To:***	8/28/2024
Project Title:	Ray Road & Dobson Road Improvements		
		Location:	RAY ROAD AND DOBSON ROAD
Job Scope:	1160' RGRCP, 2 MH		

Activity	*Hours*	*Cost*
Pre-Design	*40*	*$5,890*
Provide information / assist with project planning		
Provide copies of facility drawings		
Research SRP land rights		
Site review		
Obtain operational capacity / level design data		
Obtain utility information		
Obtain Board approval of facility deactivations		
Hold PDM (pre-design meeting) to establish scope		
Develop engineering cost proposal		
Design	*611*	*$86,630*
Survey		
Drafting		
Plot utility locations and identify conflicts		
Design coordination with customers and within SRP		
Design		
Project administration		
Underground Utility Locating (potholing)		*(Not Included)*
Pre-Construction	*40*	*$5,030*
Estimating		
Construction proposal coordination / preparation		
Administration		
	Hours	***Cost***
Total	**691**	**$97,550**
Less Previous Payment		**$0**
BALANCE		**$97,550**

Design Requirements		
	Irrigation Pipe:	
1160	LF	Pipeline Design
	Delivery Structures:	
0	EA	T.O. Structure (Standard)
0	EA	T.O. Structure (Oversize)
0	EA	Open Lateral Structure
0	EA	Deactivation/Retirement
	Other	
2	EA	Manholes
0	EA	Headwalls
0	EA	Headwall/Trashracks
0	EA	Measuring Item
-		
-		
-		

ANDREW GOH
CHANDLER CITY OF
215 E BUFFALO ST
CHANDLER AZ 85225-5934
USA

Due Date:	10/03/2024
Invoice Date:	06/05/2024
Invoice Number:	6000117794
Customer Number:	100409
Net Amount Due:	$ 97,550.00
Service Address:	CHANDLER CITY OF 215 E BUFFALO ST CHANDLER AZ 85225-5934 USA

For Questions Contact: VICTOR LUCERO, (602) 236-5586, victor.lucero@srpnet.com

Construction-CIAC - Construction-CIAC
Special Instruction: 2200531 SRP WATER ENGINEERING FOR RAY ROAD & DOBSON ROAD IMPROVEMENTS
Invoice Reference: A.00799.04.77

Itm	Material	Description	Qty	Price Per Unit	UOM	Amount	T
20	CIAC	A.00799.04.77	1	$ 97,550.00	EA	$ 97,550.00	

Subtotal	$	97,550.00
State Tax	$	0.00
County Tax	$	0.00
City Tax	$	0.00
Freight	$	0.00
Total Due	$	97,550.00

TEAR OFF BELOW PORTION AND RETURN WITH CHECK TO Salt River Project

---

Please send checks to:
Salt River Project PO Box 2953 Phoenix, AZ 85062-2953

Please send Wires/ACH to:
ACH ABA#122100024 Wire ABA#021000021 Account#*****5688

Invoice Number: **6000117794**
Customer Number: **100409**
Net Amount Paid: **$**_____

Delivering water and power™
P.O. Box 52025
Mail Station: SSW303
Phoenix, Arizona 85072-2025
(602) 236-5900
www.srpnet.com

File: 2200531
Coord: 25.00 E 4.00 S

December 30, 2024

City of Chandler
Attn: Mr. Ivan Magana
P. O. Box 4008
Chandler, AZ 85244-4008

RE: Ray Road & Dobson Road Improvements
RAY ROAD AND DOBSON ROAD
Change Order No. 1

Dear Mr. Magana:

We have prepared our estimate to complete the referenced change order work for your acceptance. The change involves additional pipe replacement requirements based on field data collected through the Test Hole process. An additional 330 linear feet of RGRCP Class V have been amended to the initial proposal submitted at project inception.

The total estimated cost for SRP forces to complete this change order work is $15,530. Before the work can be done, your authorization and agreement to pay is required by signing below and returning this letter.

To avoid construction delay, your authorization must be received by January 30, 2025. Please send your authorization to my attention at the above address and/or fax to (602) 236-5965.

We look forward to the successful completion of your project. If you have any questions, contact our project leader, Victor Lucero, at (602) 236-5586 or at email Victor.Lucero@srpnet.com.

Sincerely,

Christian Andrews
Manager, Water Engineering

CM:vl

Delivering water and power™
P.O. Box 52025
Mail Station: SSW303
Phoenix, Arizona 85072-2025
(602) 236-5900
www.srpnet.com

File: 2200531

CHANGE ORDER APPROVAL

I approve of SRP proceeding with the work associated with the above-described change. SRP is hereby authorized to bill City of Chandler upon completion of construction.

Daniel Haskins	CIP City Engineer	1/7/2025
(Signature)	(Title)	(Date)

Daniel Haskins
(Print Name)

Project:	ST2103.501 Change Order #1
Location:	Ray Road & Dobson Road

A.R.S. sec. 38-511 applies to this agreement

For Customer: **"Municipality"**
City of Chandler

Authorized Signature: Daniel Haskins Date: 1/7/2025

Printed Name: Daniel Haskins, P.E. Title: CIP City Engineer

Approved as to Form: _____
City Attorney

Attest: _____
City Clerk Seal

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP25-079

Date: February 03, 2025
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: Warren White, Principal Engineer
Subject: Resolution No. 5862, Intergovernmental Agreement Between the City of Chandler and Roosevelt Water Conservation District for Design and Construction to Relocate Irrigation System Facilities Impacted by Cooper Road/Insight Way Loop Extension Improvements

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5862, approving an Intergovernmental Agreement between the City of Chandler and Roosevelt Water Conservation District, for design and construction to relocate irrigation system facilities impacted by Cooper Road/Insight Way Loop Extension Improvements, in an amount not to exceed $58,223.

Background:

The Cooper Road/Insight Way Loop Extension Improvements project includes a full-width roadway segment connecting Cooper Road (north of Queen Creek Road) to the Insight Way and Emmett Drive intersection, half-street improvements on Emmett Drive south to Queen Creek Road, and new traffic signal installation at Queen Creek Road and Emmett Drive. The roads will be improved to a collector street standard, including asphalt pavement, curb, gutter, sidewalk, streetlights, landscaping, and utility relocations. Utility relocation/undergrounding consists of 12.5 kilovolt lines along Cooper Road and irrigation structures on both Cooper Road and Emmett Drive.

Right-of-way and easement acquisitions will be required for the loop connection and east side of Emmett Drive. This project will also include a new southern

entrance to the Chandler Airport for access to future development/hangars. There are several existing Roosevelt Water Conservation District (RWCD) irrigation facilities, including open concrete-lined ditches along Emmett Drive, within the project limits. Utility adjustments and relocations of RWCD and private irrigation facilities are required, as well as new RWCD easements.

Financial Implications:

The city will procure contractors to perform the construction necessary to relocate the RWCD facilities pursuant to design plans approved by RWCD. The Intergovernmental Agreement requires the city to reimburse RWCD up to $48,973 for the cost of an engineering design to be prepared by EPS group, as well as $9,250 for administrative services to be provided by RWCD.

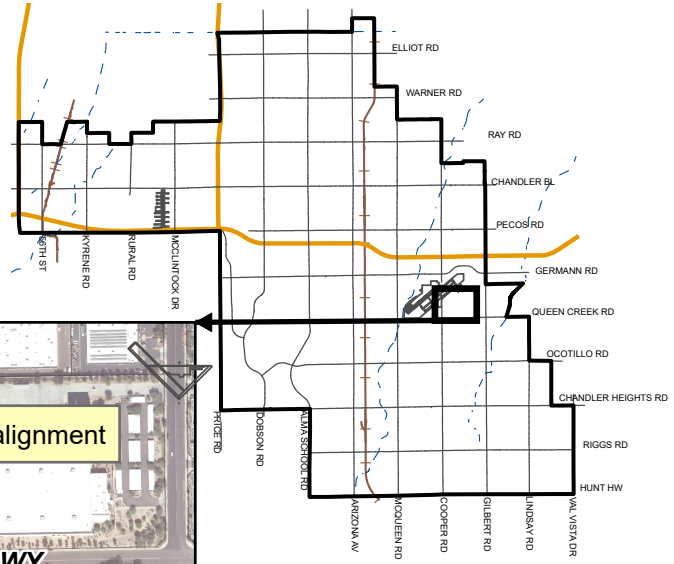
Attachments

Location Map

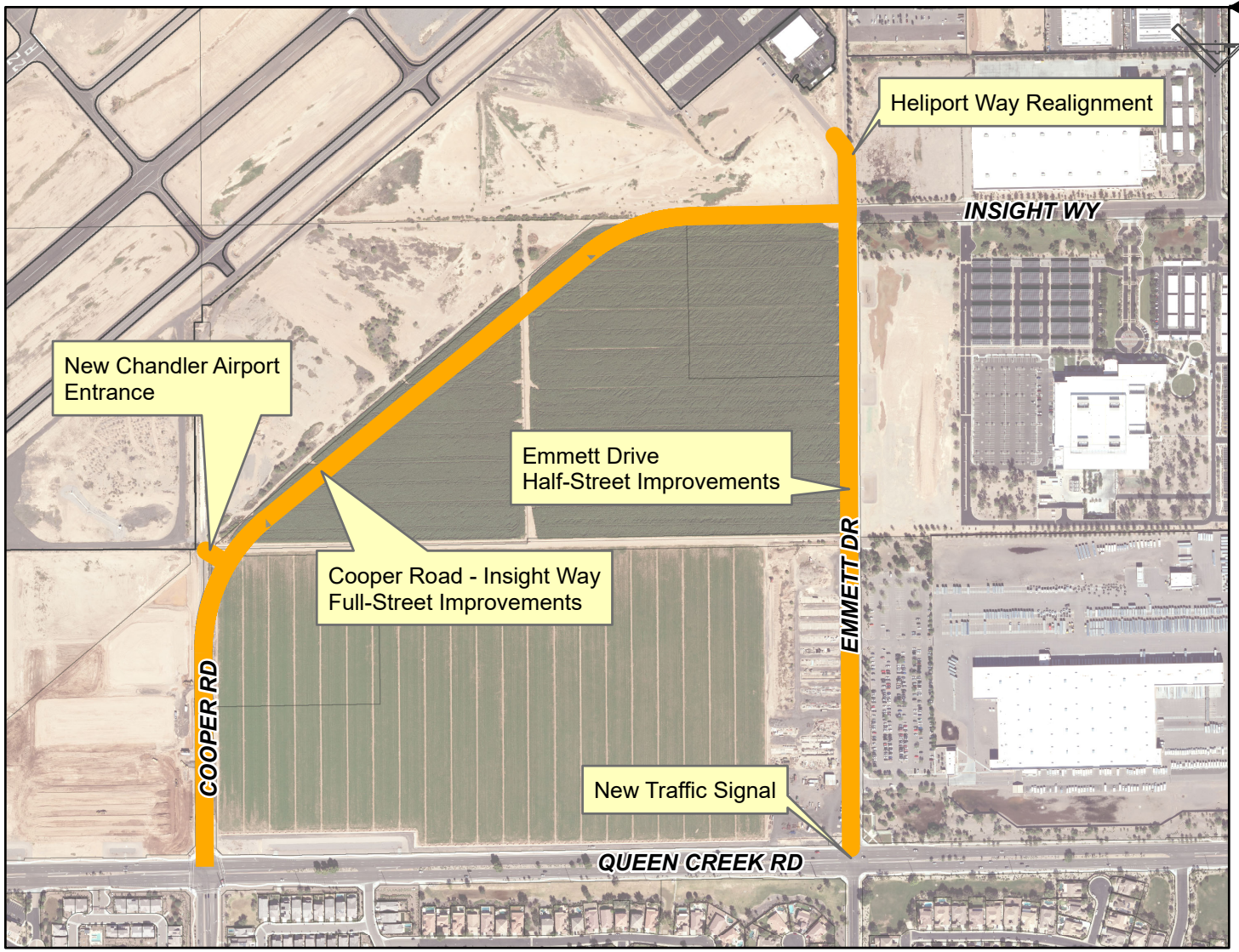
Resolution No. 5862

Exhibit A - Intergovernmental Agreement

ROOSEVELT WATER CONSERVATION DISTRICT
DESIGN SERVICES FOR
COOPER ROAD/INSIGHT WAY LOOP EXTENSION
PROJECT NO. ST2303.201



MEMO NO. CP25-079



PROPOSED IMPROVEMENTS

NTS

ChanGIS

Document Path: N:\CIP\Projects\Active\ST\ST2303 Cooper Rd Insight Loop Ext\10 Misc\03 IGAs\ST2303.201 RWCD Memo CP25-079.mxd

RESOLUTION NO. 5862

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND ROOSEVELT WATER CONSERVATION DISTRICT FOR DESIGN AND CONSTRUCTION TO RELOCATE IRRIGATION SYSTEM FACILITIES IMPACTED BY COOPER ROAD/INSIGHT WAY LOOP EXTENSION IMPROVEMENTS, ST2303, IN AN AMOUNT NOT TO EXCEED $58,223

WHEREAS, the Roosevelt Water Conservation District ("RWCD") and the City of Chandler desire to enter into an Intergovernmental Agreement ("IGA") for the design and construction necessary to relocate irrigation system facilities impacted by Cooper Road/Insight Way Loop Extension Improvements, ST2303.

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

Section 1. Approves an IGA between the City of Chandler and RWCD for the design and construction necessary to relocate irrigation system facilities impacted by Cooper Road/Insight Way Loop Extension Improvements, ST2303, in an amount not to exceed $58,223.

Section 2. That the Mayor of the City of Chandler, Arizona, is authorized to execute the IGA in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5862 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVE AS TO FORM

_____
CITY ATTORNEY
DMG

EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into by and between ROOSEVELT WATER CONSERVATION DISTRICT ("RWCD"), an Arizona irrigation and water conservation district, and the CITY OF CHANDLER, an Arizona municipality ("City") (RWCD and City may be referred to in this Agreement individually as a "Party" and collectively as the "Parties").

ARTICLE I. PURPOSE

The Cooper Road/Insight Loop Extension improvements include a full-width roadway segment connecting Cooper Road (north of Queen Creek Road) to the Insight Way & Emmett Drive intersection, as well as half-street improvements on Emmett Drive south to Queen Creek Road. The roads will be improved to a collector street standard, including asphalt pavement, curb, gutter, sidewalk, streetlights, landscaping, and utility relocations. Utility relocation/undergrounding consists of 12.5 kV lines along Cooper Road and irrigation structures on both Cooper Road and Emmett Drive. Right-of-way and easement acquisitions will be required for the loop connection and east side of Emmett Drive. This project will also include a new southern entrance to the Chandler Airport for access to future development/hangars. There are several existing RWCD irrigation facilities, including open concrete-lined ditches, along Emmett Drive, within the project limits. Utility adjustments and relocations of RWCD and private irrigation facilities are required. New RWCD easements will be required.

City agrees to provide reimbursement to RWCD for the engineering and administrative costs for design of the relocated irrigation delivery system facilities, based on the EPS Group, Inc. ("EPS Group") service proposal dated May 7, 2024, a copy of which is attached hereto as **Exhibit A** ("EPS Group Proposal") and incorporated herein, and to undertake and complete construction of relocated facilities in conformance with such plans.

ARTICLE II. ROLES AND RESPONSIBLITIES

Both parties do mutually understand and agree as follows:

City will:

A. Provide to RWCD reimbursement for the actual costs for engineering services for the design of the relocated irrigation system facilities.

(1) For purposes of this agreement the Parties estimate that the total engineering services costs may be approximately $48,973, which estimated sum is based on the EPS Group Proposal.

(2) City shall provide to RWCD in advance of commencement of any work contemplated by this Agreement the total amount of the EPS Group Proposal. In the event that actual costs for EPS's engineering services are less than the estimated amount, RWCD will return to City any remaining balance of the advance payment.

B. Pay to RWCD the sum of $9,250 for RWCD administrative services related to the design and construction of the relocation project. City shall provide to RWCD in advance of

commencement of any work contemplated by this Agreement the total administrative services fee.

C. Provide RWCD or EPS Group with information from any pothole activities for the project.

D. Provide RWCD or EPS Group with roadway electronic base files in ACAD 2013 format or other suitable format.

E. Provide to or obtain for RWCD easement rights to support the relocated irrigation system facilities in a form of easement prepared and provided by RWCD and approved by City. The easement area will include an area for existing irrigation facilities located within the Emmett Drive right-of-way. City will provide reimbursement for the costs of preparation of legal descriptions and diagrams for the easements, which are to be prepared by EPS Group.

F. Undertake and complete construction of the RWCD relocated irrigation system facilities in conformance with completed design plans.

G. City will not start construction activity until receiving from RWCD a permit to proceed.

H. City acknowledges that the ability to reconstruct RWCD's facilities may be limited by RWCD's operational requirements, including system dry up periods.

I. City agrees that following construction completion RWCD will be permitted to (i) undertake and complete a preliminary inspection of the completed construction, with such review to follow RWCD's receipt of as-built plans, (ii) provide punch list items that City's contractors will complete, (iii) undertake and complete a final inspection of the construction, (iv) and accept the construction. City will provide the improvements contemplated by this Agreement free and clear of lien or encumbrance.

RWCD will:

A. Engage EPS Group to prepare design plans for the relocated irrigation system facilities consistent with the EPS Group Proposal and related legal description and diagram documents and provide other related engineering services.

B. Endeavor to obtain completed relocation design plans from EPS Group within six (6) months following RWCD receipt of City's advance payment for engineering services costs specified in Article II, Section A, above.

C. Provide City with copies of the EPS Group's relocation design plans.

D. Provide City with copies of easements for relocated RWCD facilities.

E. Provide City with a final set of plans including all as-built survey information.

F. Indemnify and hold harmless City from liability resulting from or arising out of EPS Group's performance contemplated by this Agreement, unless such claim arises from City's negligence or willful action.

ARTICLE III. ADMINISTRATION

A. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

B. Pursuant to A.R.S. Section 38-511, City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation by City, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of City is, at any time while the Agreement is in effect, an employee in any capacity of or a consultant to RWCD with respect to the subject matter of the Agreement.

C. Neither Party shall be deemed to be the employee or agent of the other Party and City shall have no direction or control over the performance of RWCD's employees.

D. For purposes of the design work, City and RWCD shall not be deemed to be joint partners or engaging in any type of joint venture.

E. RWCD acknowledges that City owes no duty, responsibility or obligation to RWCD's contractor, EPS Group, except as set forth herein.

F. Except as otherwise agreed by the Parties, the prevailing Party in any dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs.

ARTICLE IV. LIST OF CONTACTS

For City:

Daniel Haskins, PE – Capital Projects Manager
Public Works & Utilities – Capital Projects
City of Chandler
P.O. Box 4008, MS 407
215 E. Buffalo Street, Suite 101
Chandler, AZ 85244
(480) 782-3335
(602)851-7078

For RWCD:

Brad Strader, PE – District Engineer/Water Operations Manager
Roosevelt Water Conservation District
P.O. Box 100
Higley, AZ 85236
(480) 988-9586 Phone
(480) 707-0940 Phone

ARTICLE V. AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by an authorized official on the day and year set forth opposite their signature. This Agreement will become effective upon the date of the final signature.

ROOSEVELT WATER CONSERVATION DISTRICT:

By: _____ Date: 11.19.24
Russell R. Rea, General Manager &
General Counsel

CITY OF CHANDLER:

By: _____ Date: _____

ATTEST:

_____ Date: _____
CITY CLERK

ATTORNEY CERTIFICATION

The undersigned attorney for the City of Chandler certifies that this Intergovernmental Agreement is in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

_____ Date:_____

Kelly Y. Schwab
Chandler City Attorney

DMG

EXHIBIT A

EPS Group Proposal

1130 N. Alma School Road, Suite 120, Mesa, AZ 85201 | T: 480.503.2250 | F: 480.503.2258 | **epsgroupinc.com**

May 7, 2024

Roosevelt Water Conservation District
Attn: Ms. Tabatha Langland
6937 E. Elliot Road
Mesa, AZ 85212

Re: Proposal for Engineering and Surveying Services
RWCD Lateral 15 – COC Emmett Drive Irrigation Relocation

Dear Ms. Langland,

EPS Group Inc. (EPS) (the "Consultant") presents the following scope of work and fee proposal to provide Engineering and Surveying Services for the RWCD Lateral 15 -COC Emmett Drive Irrigation Relocation (the "Project"). This project is located within the City of Chandler.

Project Description and Limits

The Project is located in the City of Chandler. The City has a roadway improvement project at Queen Creek Road and Cooper Road that will extend to Emmett Drive and Queen Creek Road. RWCD has existing irrigation facilities at Queen Creek Road and Emmett Drive that run east to west across Emmett Drive then turn north along the west side of Emmett Drive for approximately ½ mile. It is anticipated that the RWCD facilities will be relocated as part of the roadway improvement work and will be coordinated with the City of Chandler proposed roadway improvements.

1. Irrigation Relocation Design — Fixed Fee $25,620

EPS Group will design the relocation of the RWCD Lateral 15 from the north west corner of Queen Creek Road and Emmett Drive north for approximately 1250'. There is an existing RWCD delivery structure at the northwest corner of Queen Creek and Emmett that will remain. There is an existing RWCD delivery structure on the west side of Emmett approximately ¼ mile north of Queen Creek Road that will be included in this design and relocated west of the proposed roadway improvements. Connecting pipes and headwalls will be designed at the new delivery structure to the ditch to the west and the ditch to the north. Design of the ditch north of the RWCD delivery structure on the west side of Emmett is not included in this design proposal, that relocation will be treated as private and will be designed by others.

This scope does not include any utility relocation design for other utilities that may be in conflict with the RWCD pipe relocation. Any utilities that are in conflict with the RWCD facility relocation shall be designed by others.

Potholing of existing utilities is critical to the design and construction of the RWCD Facility relocations. Utility potholing is not included in this scope. It is anticipated that the City of Chandler will obtain any necessary potholes on existing utilities that cross the RWCD facilities. In the event that additional potholes are needed, it may be added to this scope of work via a scope amendment.

See Figure 1 – Vicinity Map below for the approximate limits of the lateral relocation design as part of this project.

An electronic file(s), in ACAD 2022 format, shall be provided to EPS Group showing the proposed Cooper Road and Emmett Road improvements including the roadway improvements (existing and proposed), easements (existing and proposed) existing and proposed utilities and base map topography along the project limits for use in preparing the RWCD Lateral 15 – COC Emmett Drive design.

The relocated RWCD facility shall be sized to carry the design flow as provided by RWCD and minimum pipe size as set by RWCD. Hydraulic calculations are included in the irrigation design. Design flow for the lateral and delivery flow rates shall be provided by RWCD. An engineer's cost estimate for the RWCD facility relocation work will be prepared and is included in this task item.

RWCD design plans will be submitted to the City of Chandler roadway designer for coordination review and to be included in the City roadway improvement plans that will be submitted to agencies for review and permitting and to utility companies for conflict review. Any fees for these reviews are not included in this proposal and shall be paid for by others.

Figure 1 – Vicinity Map

2. Topographical Survey **Fixed Fee $3,454**

EPS Group will prepare topographic base mapping for the area described below. Topographic data provided will consist of an AutoCAD drawing with digital surface model (DSM) showing the location of substantial features observed in the process of conducting the fieldwork. The topographical survey shall include the following shots:

1. Detail the delivery structure at the north west corner of Queen Creek Road and Emmett Drive including rim, floor, pipe inverts and sizes, board seats and natural ground around the structure.

2. Detail the existing headwall at the north west corner of Queen Creek Road and Emmett Drive including rim, floor, pipe invert and size, lip of headwall at the ditch and two cross sections on the ditch at 5' and 15' feet downstream of the headwall.
3. Detail the delivery structure at the west side of Emmett Drive approximately ¼ mile north of Queen Creek Road including rim, floor, pipe inverts and sizes, board seats and natural ground around the structure.
4. Obtain three cross sections on the existing concrete lined ditch west of Emmett Drive approximately ¼ mile north of Queen Creek Road. Cross section should start at 40' west of Emmett Drive and extend to 80' west of Emmett Drive.
5. Obtain two cross sections on the existing ditch on the west side of Emmett Drive north of the existing RWCD delivery structure located approximately ¼ mile north of Queen Creek Road. Sections to be taken at 10' north of the RWCD delivery structure and 40' north of the delivery structure.
6. Obtain natural ground shots at 100' intervals from the existing delivery structure at the northwest corner of Queen Creek Road north approximately 1300' at 100' intervals and extend 50' north of the existing concrete lined ditch along the proposed pipe alignment.

The additional topo to be obtained by EPS Group will utilize the same benchmark and coordinate system used for the City of Chandler Cooper Road project. The mapping base file prepared by the COC roadway designer shall be provided to RWCD and EPS Group in an electronic ACAD Release 2022 format, for use in preparing the RWCD facility relocations. The finished product will be a cleaned up electronic file in ACAD 2022 format, including line work, spot elevations at 20 scale and symbols for features identified. No formal topographic survey drawing will be prepared.

3. Project Management and Coordination **Fixed Fee $16,050**

This task includes review of the construction documents for the City of Chandler Cooper Road (and Emmett Drive) project for compliance with RWCD standards for permitting (up to 3 reviews) and coordination with the roadway design team. This task includes attendance at project status meetings (includes 3 meetings) and coordination with the roadway design team for processing the RWCD reviews. This task also includes preparing specifications to provide to the COC roadway design to include in the roadway project specifications. This task also includes responding to questions during construction, responding to RFI's and product submittals. This task also includes posting as-builts to the RWCD GIS Map.

4. Legal Description and Exhibit **Fixed Fee $1,700**

Legal descriptions for new or replacement irrigation easements over the relocated RWCD lateral will be prepared by EPS Group and are included with this proposal. It is anticipated that a separate legal description and exhibit will be prepared for each RWCD easement. This proposal includes preparation of up to two (2) easement legal description and exhibits. This proposal does not include preparation of easement grant documents nor does it include actual acquisition of easements; it is assumed that these tasks will be completed by others. In the event that additional legal descriptions are required, they will be added via scope amendment at the rate of $850 per each.

5. RWCD Facility As-builts **Fixed Fee $2,149**

Upon completion of construction of the RWCD facilities for this project, EPS will provide an as-built survey to verify manhole location, rim and inverts as constructed with this project. The as-built location and elevations will be transferred to a clean copy of the project plans and will be sealed by a land surveyor registered in the state of Arizona. An electronic (.pdf) copy of the as-builts will be provided to the to RWCD.

Total Amount of the Proposal: **$48,973**

The following items are not included in this proposal: Equipment Testing, Equipment Suppliers Inspection Fees, Compaction and Density Testing, Water Quality Testing, Pavement Testing, Geotechnical Reports, Traffic Studies, Traffic Control Plans, Traffic Control, Title Reports, Landscape Plans, Street Lighting Plans, Noise Study, Environmental/

Biological/Archeological Studies, or Obtaining an Assured Water Supply. Any reports, calculations or fees not specifically included in task items listed in the scope of work are excluded from the proposal.

The client shall pay all inspection fees, review fees, processing fees, development fees, impact fees, recordation fees and other fees that may be required by the municipalities and other agencies required for the completion of this work

Your signature of acceptance of this proposal and our attached Standard Terms and Conditions shall serve as our notice to proceed. Our company is dedicated to providing quality service and communication. If you should have any questions concerning this proposal, please do not hesitate to call. Thank you for the opportunity to submit this proposal.

Sincerely,

Bruce Hallsted, P.E.
EPS Group

Accepted by:_____**Date:**_____

For:_____**Title:**_____

RWCD Lateral 15 – COC Emmett Drive Irrigation Relocation

RWCD Lateral 15 - COC Emmett Drive Irrigation Relocation

DESIGN SERVICES

Consultant's Fee Worksheet

Job No.: 24-0010.06 Date: 5/07/2024

TASKS

Labor Classification	$210.00	$185.00	$145.00	$130.00	$120.00	$65.00	$195.00	$210.00	$212.00	$135.00	
DESCRIPTION	Senior Project Manager	Senior Project Engineer	Staff Project Engineer	Design Engineer	CAD Technician	Administrative Assistant	Survey 1-man	Survey 2-man	Survey Project Manager	Project Surveyor	Task Fee
Irrigation Design											
Preliminary Exhibit	1		4		4						$1,270.00
Plan Preperation (1 Cover Sheet, 1 notes sheet, 1 Index Sheet, 3 detail sheets, 1 Delivery Structure Sheet , 3 P&P sheets) includes preperation of hydraulic calculations	10		28	37	50						$16,970.00
Property Right Exhibit	1		4		4						$1,270.00
Revisions For 2nd Submittal	1		5		10						$2,135.00
Final Revisions	1		4		8						$1,750.00
Prepare Hydraulic Calculations	1		6								$1,080.00
Preparation of Engineer's Cost Estimate	2		5								$1,145.00
Project Management & Coord											
Project Oversight	10										$2,100.00
Review of Roadway Plans for RWCD - 1st Submittal	2		6								$1,290.00
Roadway Plan Review - 2nd Submittal	2		4								$1,000.00
Roadway Plan Review - 3rd Review	1		3								$645.00
Project Meetings (Assume 5 Meetings)	5		5								$1,775.00
Miscellaneous Coord with Roadway Designer	5		10								$2,500.00
Review RFI's and respond to questions during construction	5		12								$2,790.00
Specifications	6		15								$3,435.00
Add As-builts and legals to RWCD GIS Map			1	1	2						$515.00
Topo Survey								8	2	10	$3,454.00
Legal Descriptions									2	9.45185	$1,700.00
As-Builts Field Survey								5	2	5	$2,149.00
TOTAL HOURS	53	0	112	38	78	0	0	13	6	24.45185	324.45185
TOTAL COST	$11,130.00	$0.00	$16,240.00	$4,940.00	$9,360.00	$0.00	$0.00	$2,730.00	$1,272.00	$3,301.00	$48,973.00

REIMBURSABLES & SUB-CONSULTANTS	
Printing and Deliveries	$0
TOTAL REIMBURSABLES	$0

GRAND TOTAL	$48,973.00

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-087

Date: February 03, 2025
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, Principal Engineer
Subject: Professional Services Agreement No. WW2110.101, Amendment No. 5, with Construction Product Marketing, LLC, dba CPM Pipelines, for the Air Release Valve Study and Rehabilitation Consultant Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WW2110.101, Amendment No. 5, to Construction Product Marketing, LLC, dba CPM Pipelines, for the ARV Study and Rehabilitation Consultant Services, in an amount of $181,007.79.

Background/Discussion:

On March 2, 2023, the City of Chandler contracted with CPM Pipelines in the amount of $29,000 to assess the air release valves (ARVs) along the wastewater force main pipeline located on Ocotillo Road, east of Chandler Boulevard. The assessment was submitted to the city on June 30, 2023, and provided guidance on repairs needed to the force main system. Subsequently, the following amendments to the contract were administratively executed:

Amendment No. 1 Time Extension, No Cost – Extended the contract time by 90 calendar days to allow the consultant to complete the original assessment.

Amendment No. 2 Time Extension, No Cost – Extended the contract time by 120 calendar days to retain the consultant while the city evaluated the assessment and made the determination whether the city would make the repairs, or whether the city would retain the consultant to make the repairs.

Amendment No. 3 Time Extension, No Cost – Extended the contract time by 180 calendar days to start negotiations with the consultant to make the repairs and replace parts in the system.

Amendment No. 4 Time Extension, No Cost – Extended the contract time by 270 calendar days to keep the consultant under contract while the city finished negotiations and prepared this contract amendment for City Council consideration.

This Amendment No. 5 is for the consultant to rehabilitate or replace any parts of the Ocotillo Road force main, per the assessment. The project scope of work consists of rehabilitation or replacement of ARVs, isolation valves, and associated piping. The agreement completion time is increased by 180 calendar days, for a revised total of 930 days.

Evaluation:

Construction Product Marketing, LLC, dba CPM Pipelines, was procured through the City of Peoria cooperative purchasing agreement, Solicitation Number P19-0017, for Air Release Valve Assessments, Repairs, Replacement & Reporting. Per the terms of the agreement, the contract was extended for use by the City of Chandler through time extension amendments. The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends approval of this agreement with Construction Product Marketing, LLC, dba CPM Pipelines, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This amendment is in the amount of $181,007.79, for a revised total agreement amount not to exceed $210,007.79, including previous work already completed.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6817.6WW196	WW Operating	Collection System Facility Improvem	$210,007.79	Y

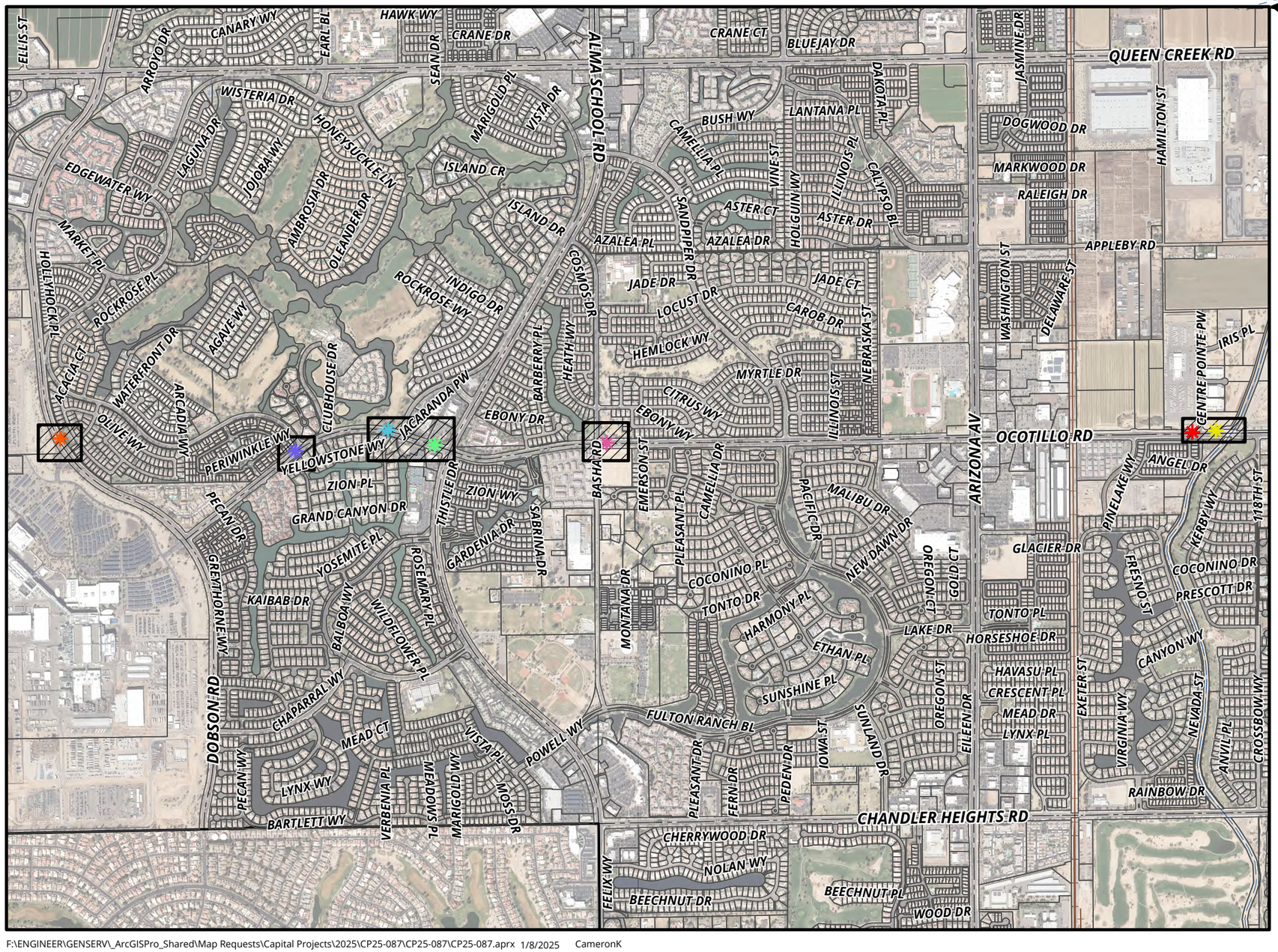
Attachments

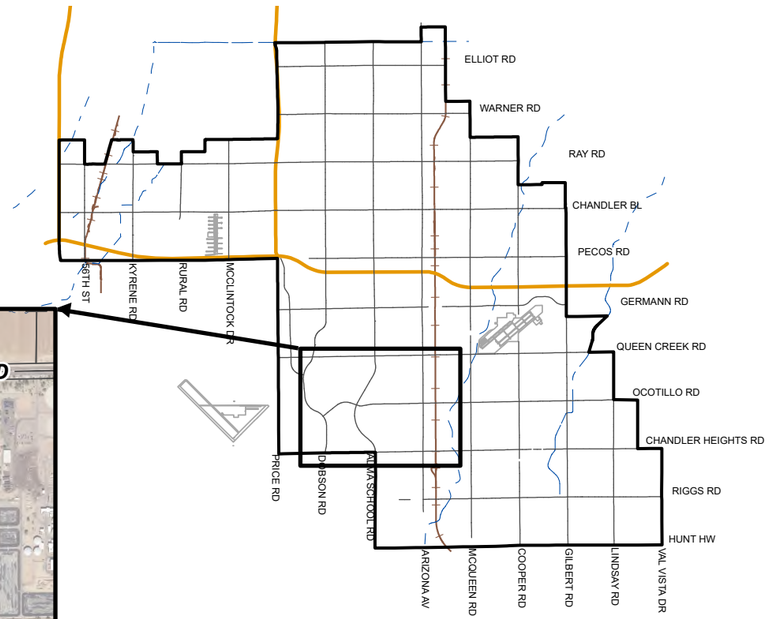
Location Map

Amendment No. 5

CHANDLER arizona

ARV STUDY AND REHABILITATION
PROJECT NO. WW2110.101





MEMO NO. CP25-087

- PROJECT AREA
- LOCATION 1
- LOCATION 2
- LOCATION 3
- LOCATION 4
- LOCATION 5
- LOCATION 7
- LOCATION 8

NTS

ChanGIS

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AMENDMENT NO. 5 TO
CONSULTANT SERVICES AGREEMENT

ARV STUDY AND REHABILITATION
Project No. WW2110.101

Council Date: February 6, 2025

THIS AMENDMENT NO. 5 ("Amendment No. **5**") to the professional services agreement dated **March 2, 2023**, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Construction Product Marketing, LLC dba CPM Pipelines,** a limited liability company, ("Consultant"), on this _____ day of _____, 2025, ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. The Parties entered into the Agreement for **Consultant Services** ("Services") for the **ARV STUDY AND REHABILITATION** project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. **5** and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. **5**, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT'S SERVICES

The Consultant's Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by **180** calendar days for a revised total of **930** calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by **$181,007.79** and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed **$210,007.79**.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. **5** to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. **5**.

"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"
CONSTRUCTION PRODUCT MARKETING, LLC
DBA CPM PIPELINES

Bella Burks 1/14/2025
Signature Date

Bella Burks
Print Name

Director of Business Operations
Title

bella@cpmpipelines.com
Signer Email Address

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Jermaine Swinton	**Date:** 1/7/2025	
Consultant email: Steve Burks - steve@cpmpipelines.com		
Original Agreement amount:	$29,000	
Previous Amendment(s) total:	$0	
Last Agreement amount approved by Council:	$N/A	
This Amendment:	$181,007.79	
This Amendment + previous Amendment(s) not approved by Council total:	$181,007.79	
Revised Agreement total:	$210,007.79	
Council Approval Required (yes indicates approval required)	**Yes**	**No**
Amendment(s) total over $100,000:	☒	☐
Amendment(s) total causes Agreement to exceed $100,000:	☒	☐
Agreement Time		
Agreement time prior to this Amendment (including previous amendments):	750 Calendar Days	
Net change resulting from this Amendment:	180 Calendar Days	
Revised Agreement time (including this Amendment):	930 Calendar Days	
Council Approval (if applicable)		
Council Approval Date:		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK

Exhibit A

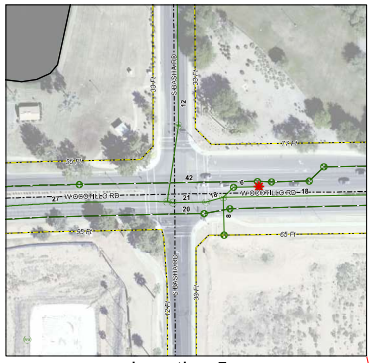
Ocotillo ARV Notes	
Location 1	Remove existing ARV and 90. Install new 4-inch isolation valve, reinstall existing 90 and install new 4-inch 986 ARV. Use three BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 2	Remove existing ARV and 90. Install new 4-inch isolation valve, reinstall the 90 and the 986 ARV with new Internal function unit and discharge elbow. Use three BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 3	Remove existing ARV. Install one new 4-inch Isolation Valve and new 986 ARV. Use three BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 4	Remove two existing ARV's, 90's, and isolation valves. install two new 6-inch isolation valves, reinstall 90's and existing ARV's with new Internal Function Units. Use six BNG (Bolts, Nuts, and Gasket) Kits.
Location 5	Remove two existing ARV's and isolation valves. Install two new 6-inch isolation valves and new 986 ARV's. Use six BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 6	No Action Required.
Location 7	Remove existing ARV and 90. Install one new 4-inch isolation valve, reinstall the 90 and install new 4-inch 986 ARV. Use three BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.
Location 8	Remove two existing ARV's and isolation valves. Install two new 6-inch isolation valves and 6-inch 986 ARV's. Use six BNG (Bolts, Nuts, and Gasket) Kits. Discharge will be connected using Fernco and Flexible Tube Hose.

Sewer ARV Assessment

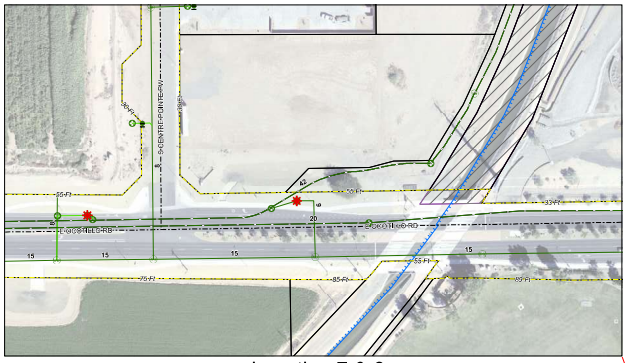
Date: 5/22/2019

ARV MANHOLES

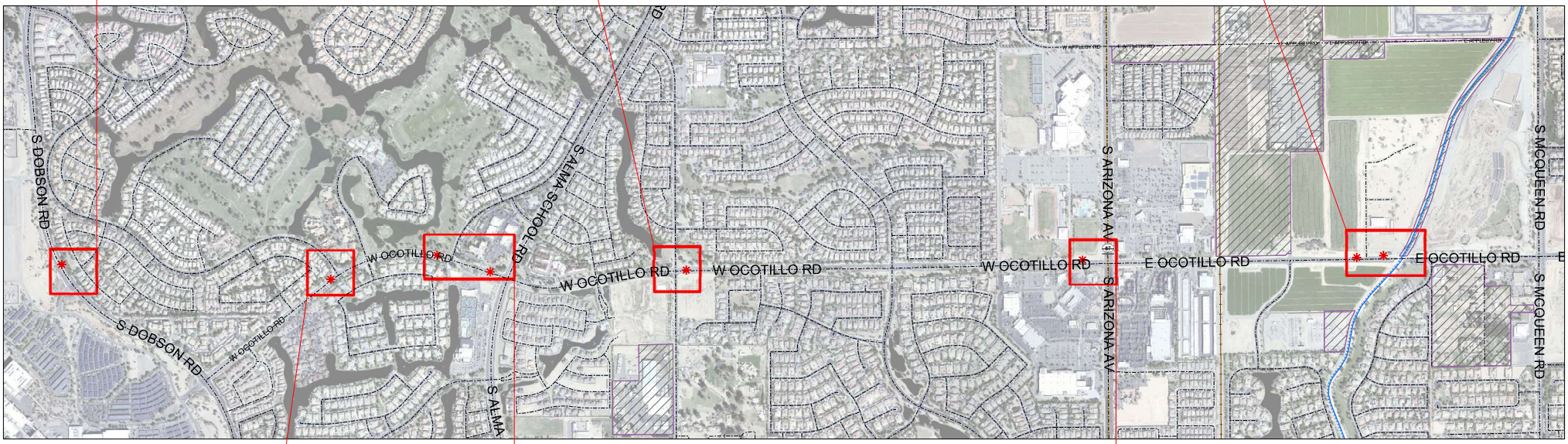
Location 1



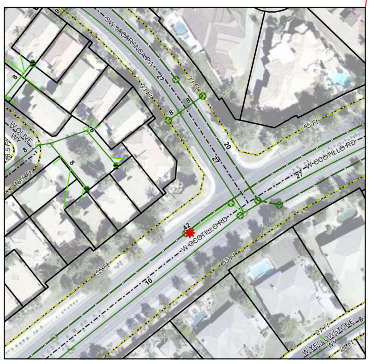
Location 5



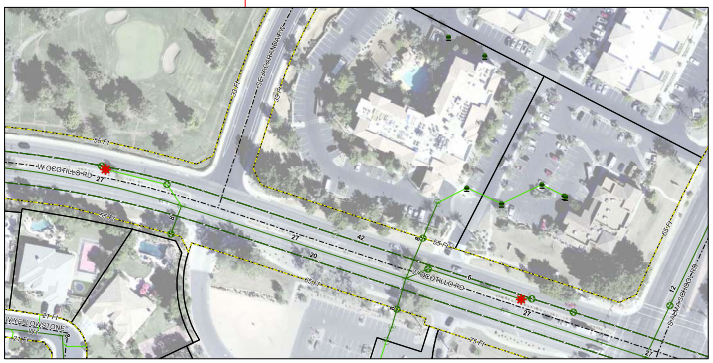
Location 7 & 8



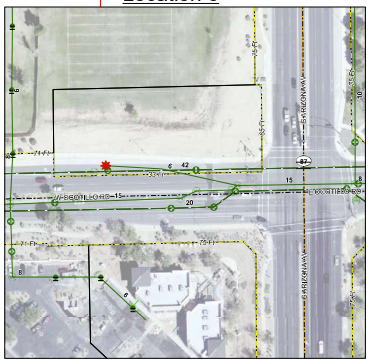
Location 2



Location 3 & 4



Location 6



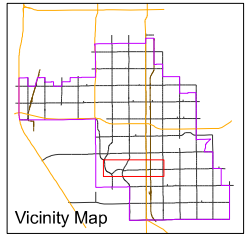


EXHIBIT B
FEE SCHEDULE

CPM Pipelines
3625 E Atlanta Ave, Suite #2
Phoenix, AZ 85040

Estimate

Date	Estimate #
1/8/2025	5125-REV3

Name / Address
City of Chandler 3333 S. Old Price Road Chandler, AZ 85248 ATTN: Lisa Corral

Rep	Project
CPM	

Item	Description	Qty	U/M	Rate	Total
CONFINED SPACE (D...	CONFINED SPACE ENTRY SUPPORT PER DAY **Final total of days will appear on final invoice	6	day	3,000.00	18,000.00
Field Service	Assessment Field Staff Per Day	6	LS	7,500.00	45,000.00
Mobilization (DY)	MOBILIZATION PER DAY **Final total of days will appear on final invoice	6	day	1,500.00	9,000.00
TRAFFIC CONTROL	Traffic Control **Final cost will appear on final invoice **Cancellation will be charged if not cancelled 2 hours before start time.**	6	LS	1,238.635	7,431.81
9864"FLGSS	HTEC 986 4" FLG SEWER AIR RELEASE VALVE, STAINLESS STEEL	3	ea	5,055.15333	15,165.46
98845100	98845100 M988 Internal Function Unit	2	ea	832.955	1,665.91
98645000	FUNCTION UNIT W.O.FLANGE FOR MODEL 986	1	ea	705.27	705.27
HTEC	HTEC 6" Flanged 986 SS	4	ea	5,610.0725	22,440.29
9864000165	9864000165 HTEC 986 Outlet Elbow w/Strainer and Camlock Coupling	1	ea	131.94	131.94

Total

CPM Pipelines
3625 E Atlanta Ave, Suite #2
Phoenix, AZ 85040

Estimate

Date	Estimate #
1/8/2025	5125-REV3

Name / Address
City of Chandler 3333 S. Old Price Road Chandler, AZ 85248 ATTN: Lisa Corral

Rep	Project
CPM	

Item	Description	Qty	U/M	Rate	Total
PARTS (ea)	BZF1004A6F3RH 4" ZF1, Class 150, Full Port Ball Valve Split Body, Floating Ball, Flanged, Raised Face CF8M (ISO Tapped) Body, RTFE Seat, 316SS Ball and Stem Hand Lever, NACE, ISO Mounting Pad	4	ea	1,458.2975	5,833.19
PARTS (ea)	BZF1006A6F3RH 6" ZF1, Class 150, Full Port Ball Valve Split Body, Floating Ball, Flanged, Raised Face CF8M (ISO Tapped) Body, RTFE Seat, 316SS Ball and Stem Hand Lever, NACE, ISO Mounting Pad	6	ea	3,472.82	20,836.92
PARTS(FT)	PEX Hose 2" CLEAR BRAIDED VINYL TUBING	100	ft	8.7065	870.65
PARTS (ea)	3-1/2 - 4 FLANGE 304 BOLT/NUT SET	12	ea	24.55917	294.71
PARTS (ea)	4 NEO FF GASKET 150# 1/8"	12	ea	2.04583	24.55
PARTS (ea)	3-1/2 - 4 FLANGE 304 BOLT/NUT SET	18	ea	47.46556	854.38
PARTS (ea)	6" NEO FF GASKET 150# 1/8	18	ea	3.05333	54.96
PARTS (ea)	156-22 / 1056-22 2" PLASTIC TO PLASTIC COUPLER Non Return / Non Cancellable	11	ea	7.65545	84.21

Total

CPM Pipelines
3625 E Atlanta Ave, Suite #2
Phoenix, AZ 85040

Estimate

Date	Estimate #
1/8/2025	5125-REV3

Name / Address
City of Chandler 3333 S. Old Price Road Chandler, AZ 85248 ATTN: Lisa Corral

Rep	Project
CPM	

Item	Description	Qty	U/M	Rate	Total
PARTS (ea)	156-42ECC 1056-42ECC 4" X 2" PLASTIC X PLASTIC ECCENTRIC COUPLER Non Return / Non Cancellable	11	ea	37.49273	412.42
Subcontractor Services(...	Subcontractor Services - VAC Truck Allowance	48	hr	466.69	22,401.12
Subcontractor Services	Subcontractor Services - Waste Disposal Allowance	1		4,800.00	4,800.00
Subcontractor Services	Owners Allowance	1		5,000.00	5,000.00
TERMS&CONDITIONS	Please review our Terms & Conditions of Sale on our website under Products & Services. **EXPECTATIONS**	1	ea	0.00	0.00

Total

CPM Pipelines
3625 E Atlanta Ave, Suite #2
Phoenix, AZ 85040

Estimate

Date	Estimate #
1/8/2025	5125-REV3

Name / Address
City of Chandler 3333 S. Old Price Road Chandler, AZ 85248 ATTN: Lisa Corral

Rep	Project
CPM	

Item	Description	Qty	U/M	Rate	Total
	The city will shut down and depressurize the line before CPM Staff opens or removes any air valves without isolation valves or isolation valves for replacement. Bolts and nuts will be cut off and removed and new hardware and gaskets used to replace or install any isolation valves (will be either horizontal to the 90 or vertical depending on space constraints) Discharge pipes where possible will be reconnected to the existing HDPE discharge pipes using flexible reinforced hose and rubber fernco couplings for ease of installation and disassembly in the future.				

Quotes are vaild for 30 days.
Check our valve inventory at http://www.cpmpipelines.com
PLEASE NOTE: Due to new tax laws, tax will be charged if a tax-exempt certificate cannot be provided prior to any sale. Please email(bella@cpmpipelines.com) with any questions.
If Paying with Credit Card there will be a 5% fee added to invoice

Total $181,007.79

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-077

Date: February 03, 2025
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, Principal Engineer
Subject: Professional Services Agreement No. WA2409.201, with GHD, Inc., for the Olsen Addition Main Replacement Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA2409.201, to GHD, Inc., for the Olsen Addition Main Replacement Design Services, in an amount not to exceed $390,999.

Background/Discussion:

The Water Distribution Division currently maintains over 36,000 valves and over 1,228 miles of water mains in the potable water system. This project is a continuation of a Capital Improvement Program 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 4,700 linear feet of water mains and other appurtenances, ranging in size from 4-inch to 12-inch diameter, within an area bound by West Orchid Lane, North Arizona Avenue, West Ray Road, and North Nebraska Street. The project scope of work consists of project administration, field survey, preliminary research, utility coordination, geotechnical investigation, construction document preparation, cost estimates, and permitting assistance. The agreement completion time is 730 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends approval of this agreement with GHD, 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
601.3820.6210.6WA023	Water Bonds	Main & Valve Replacements	$390,999.00	Y

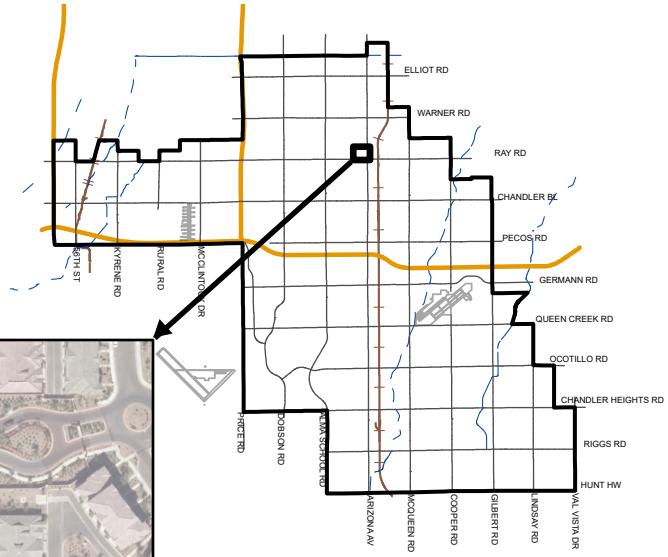
Attachments

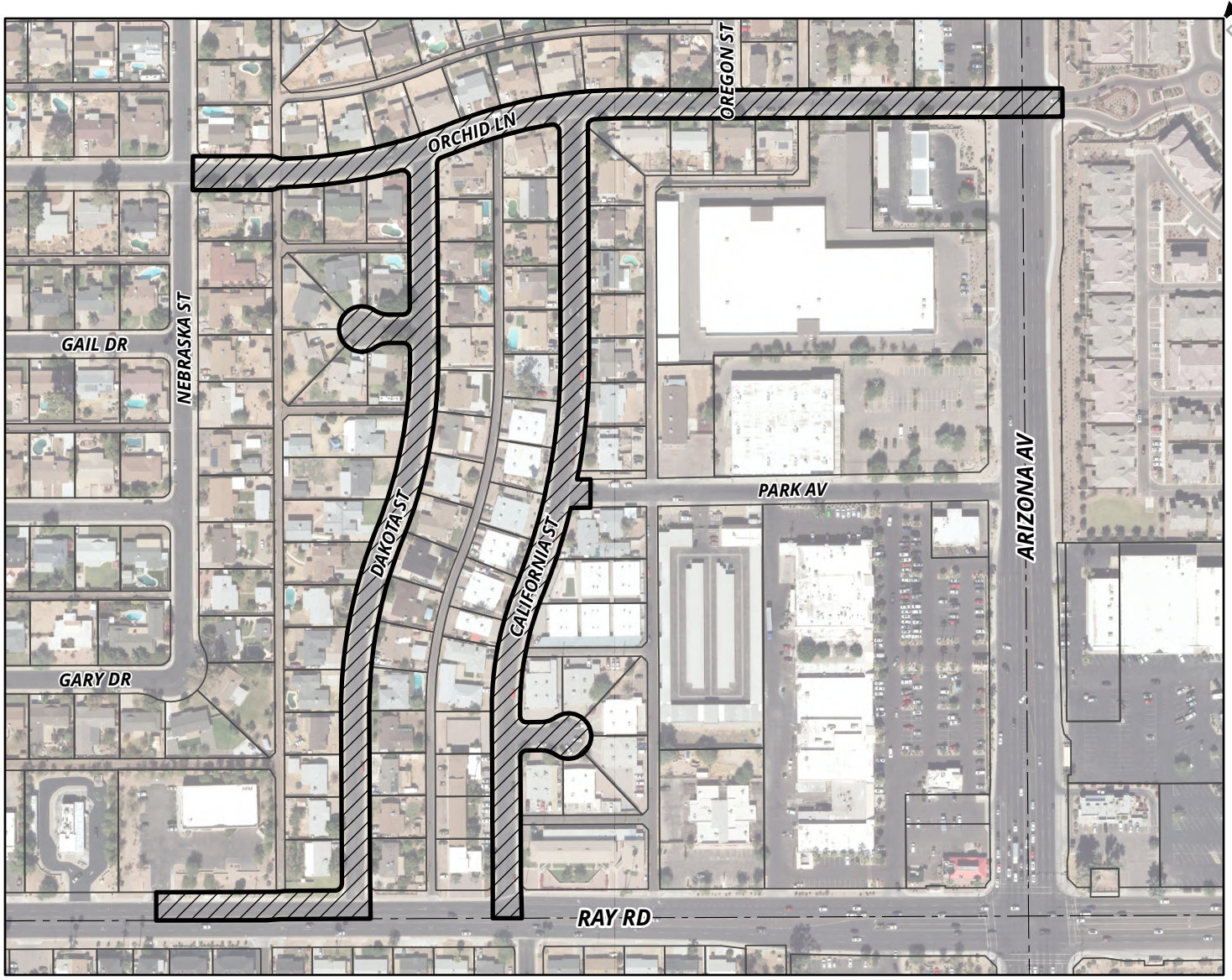
Location Map

Agreement

CHANDLER arizona

OLSEN ADDITION MAIN REPLACEMENT
PROJECT NO. WA2409.201





MEMO NO. CP25-077

PROJECT LOCATION

NTS

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PROFESSIONAL SERVICES AGREEMENT
Design Services

OLSEN ADDITION MAIN REPLACEMENT

Project No. WA2409.201

Council Date: February 6, 2025

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2025 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City''), and **GHD, Inc,** a California 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 **Olsen Addition Main Replacement** 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 **730** 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 **$390,999** 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: **Katie Gaul,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3303 Email: Katie.Gaul@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	GHD, Inc.
	Mailing Address:	3200 E Camelback Rd, Suite 210, Phoenix, AZ 85018
	Physical Address:	3200 E Camelback Rd, Suite 210, Phoenix, AZ 85018
	Statutory Agent Name:	United Agent Group Inc.
	Statutory Agent Mailing Address:	3260 N. Hayden Road #210, Scottsdale, AZ 85251
	Statutory Agent Physical Address:	3260 N. Hayden Road #210, Scottsdale, AZ 85251
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Bill Roberts
	Title:	Project Director
	Phone:	602-216-7208
	Email:	bill.roberts@ghd.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"
GHD, INC.

12-19-2024

Signature Date

William D. Roberts

Print Name

Project Director

Title

bill.roberts@ghd.com

Signer Email Address

EXHIBIT “A”
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"
SCOPE OF SERVICES
Olsen Addition Main Replacement
WA2409.201

A. PROJECT DESCRIPTION & SCOPE OF SERVICES:

Consultant will provide design services for the development and permitting of construction documents for the replacement of water mains in Chandler, Arizona in the Olsen Addition subdivision. The project includes the replacement of approximately 4,700 lf of 4, 6, 8 and 12-inch water mains within an area bound by West Orchid Lane, North Arizona Avenue, West Ray Road, and North Nebraska Street. All the exiting water mains in this area are within the existing roadways. Existing water mains will be replaced with new mains along the following streets:

- West Orchid Lane
- West Ray Road, generally for perpendicular tie ins and a 400 lf section west of North Dakota Street
- North Dakota Street
- North California Street
- North Arizona Avenue, generally for a perpendicular tie-in

New water mains will also be designed in the following existing cul-de-sacs:

- West Gary Drive
- West Gail Drive

The existing mains will be replaced with matching diameter piping unless they are smaller than the City's minimum 8-inch diameter. All existing mains that are smaller than the minimum size will be replaced with 8-inch piping.

The project design budget is $390,999.00. The design services discussed in this scope will be completed within this budget.

B. ASSIGNMENT:

The design contract has been awarded to the Consultant's firm based on their proposed personnel. Any deviations or substitutions of the Consultant's team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

C. CONSTRUCTION DOCUMENTS:

The project's construction documents will include drawings and technical specifications. They will be delivered to the City at 30%, 60%, 90%, and 100% complete stages as described below under Tasks 7-10. All water mains will be illustrated and described in one set of drawings. The drawings will be prepared at a 1" = 20' scale on 22"x34" sheets. The following sheets are anticipated for the project.

No. of Sheets	**Sheet Title**
1	Cover sheet
1	Legend, notes, and abbreviations
1	Details
1	Key map
1	Survey control
12	Water main plan and profile sheets
2	Tie-in plan and profile sheets
1	Meter table sheet
18	**Total sheets**

The City's standard notes and detail sheets will use the Water Main Replacement 2022 project that GHD recently completed with the City (City Project No. WA2203.401) as CAD boilerplates. The CAD cover sheet will be provided by the City at the project kickoff meeting. The latest notes, design manuals, list of approved products, and supplements to MAG from the City's most recent Unified Development Manual will be used. The new design will account for valve spacing, hydrant spacing, and backflow prevention assembly requirement standards.

Monuments located and illustrated on the survey control sheets will be limited to those that are accessible without digging through existing asphalt paving.

The Consultant will incorporate a table with information on all 86 proposed meters in the project area into the plans. The table will include:

- The proposed meter's address, station, offset, and size
- The existing meter size. This will also be the new meter size.
- The existing and proposed fire line size of the property (if applicable)
- The new service size
- The existing and new backflow preventer size for the property (if applicable)
- The sheet number that the meter is on

General conditions will be provided to the Consultant for review and reference to verify there is no contradictory information included in the technical specifications.

Technical specifications will be prepared for the project. The technical specifications will be used to supplement City specifications and details, MAG, and describe and assign payment terms for bid items. These documents will use the specifications from the Water Main Replacement 2022 project that GHD recently completed with the City (City Project No. WA2203.201) as Word boilerplates. The geotechnical report and utility potholing will be included as appendices.

Development Services reviews will be submitted electronically. Hard copies of the plans will not be issued.

D. TASKS:

1. **PROJECT MANAGEMENT AND MEETINGS:** This task will provide a foundation for overall project management and monitoring. The project duration is assumed to be ten (10) months. The following tasks have been identified as functions for management of this project:

    1.1 The Consultant will attend one (1) meeting to discuss lessons learned, one (1) meeting to discuss design preferences, two (2) meetings to discuss access authorization forms, and three (3) comment and review meetings during the design of the proposed improvements.

        a. Review meetings will be held following the 30%, 60%, and 90%. Comment and review meetings will incorporate a schedule review, progress reports, discussions on design features, a review of City plan comments, and how to address them.

        b. At a minimum, the attendees will include the Consultant's Project Manager, the City's Project Manager, and a representative from the City's client department. Additional representatives from the City and the Consultant may be required to attend as deemed appropriate by the City.

        c. The submittals will be made to the City's Project Manager for distribution. In addition, submittals will also be made to Development Services through the City's Accela website for review. The submittals will be provided in a PDF file. The submittals will include a table summarizing the comments received from previous reviews and indicating the actions taken.

d. All meetings will be held virtually via an online videoconference platform, such as Microsoft Teams.

1.2 The Consultant will prepare a meeting agenda and minutes of the items discussed in the meeting. The Consultant will forward those minutes to the City's Project Manager for distribution.

1.3 The Consultant will perform budget monitoring. The design budget status will be updated with each monthly invoice for the City. This report will be part of an overall summary table that outlines the project status, remaining budget, and invoice/contract notes. The invoicing spreadsheet will include first tier Task summaries (Task 1, 2, 3, etc.). Second tier tasks (1.1, 1.2, etc.) will be excluded. Each summary will breakdown the invoice amount and task by percent complete.

1.4 The Consultant will coordinate with its subconsultants. This coordination will include contracts, insurance requirements, and invoicing.

1.5 The Consultant will coordinate with its potholing and geotechnical Contractors, who will perform up to 40 potholes and 7 borings, respectively, within the project area. This coordination will include:

a. Preparing sketches that illustrate the desired pothole/boring locations to share with the City and Contractors.

b. Sharing and reviewing utility information with the Contractors.

c. Attending a pre-construction meeting with the City and Contractors.

d. Fielding Contractors questions during potholing/boring operations.

e. Incorporating the pothole results in the construction documents. Pothole numbers will be added to the profiles on the plans. Geotechnical boring locations and results will not be shown on the plans.

2. PROJECT SCHEDULE:

2.1 The Consultant will prepare and monitor the project schedule. Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference. The 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. QUALITY CONTROL:

3.1 Consultant must institute and comply with a Design Quality Control Plan. The plan will consist of the following steps and Consultant team members.

a. The Consultant will conduct an internal kick-off meeting that will be used to review the project's scope, team roles, applicable standards, and quality control measures. Quality control measures will be in accordance with GHD's ISO9001 program.

b. Designers will review Chapter 1 – Water System Design from the City's Engineering and Design Standards Manual and apply its requirements during plan production.

c. Designers will perform their own quality control review of the plans before submitting them to the sealing engineer and/or project manager.

d. Prior to each project submittal, the sealing engineer and project manager or director will review the project plans against a prepared quality checklist.

e. Any comments received from City or County reviewers and GHD's resolution to those comments will be documented in a tabular form. The form will accompany the next document submittal and be filed in the Consultant's project file.

4. PRELIMINARY RESEARCH:

4.1 The Consultant will perform a document search for utility information by using the Arizona 811 system and request maps, as-builts, and utility records from utility owners. The City's water and sewer quarter section maps and GIS will be provided by the City. Utility information provided by owners will be illustrated on the project plans and then submitted to the utilities for a clearance review.

4.2 The Consultant will research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.

a. The Consultant will hire a geotechnical engineer to perform a soils report for

the project as described in this scope. Borings for the report are expected to occur between the conceptual design and 60% plan submittal and the report will accompany the 60% submittal.

b. The Consultant will perform or hire a subconsultant to perform a topographic survey that includes topographical and property data of the immediate site. The property data research and field work will be included as an allowance.

c. Since the pipe sizes have been defined for this project, computer modeling or master planning will not be consulted or performed under this scope.

4.3 The Consultant will prepare a base map that illustrates the existing conditions in the project area based on the topographic survey in AutoCAD. The base map will be prepared to a scale of 1″=20′.

4.4 The Consultant will perform a document search for rights-of-way and public as-builts by filling out and submitting a signed request form to the City. It is assumed that all the proposed improvements will be designed within existing City right-of-way or existing water/utility easements. The Consultant will investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished. Past as-builts will be verified by locating above grade improvements during the project's topographic survey.

4.5 The Consultant will perform a document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project. A list of these documents will be reviewed with the City's Project Manager for input.

4.6 The Consultant will conduct site visits during the design twice. The first visit will be made by the Project Director and Project Manager at the beginning of the design to observe the existing conditions. The second visit will be utilized by design and CAD staff between conceptual design and 90% plans to walk the proposed alignments and identify potential conflicts with existing conditions.

5. UTILITY/AGENCY COORDINATION AND SUBMITTALS:

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

a. Consultant will identify utility conflicts during the initial stages of the design process and coordinate the design and installation of the new water mains with the utility owners within the project area. Utilities will include electric,

communications, water, storm drainage, public irrigation, and sanitary systems. The proposed water mains are expected to be installed within existing public right-of-way or existing easements. However, due to the limited available space to install a water meter between the right-of-way line and existing improvements at specific properties within the project area, new easements may be required. The supporting survey and preparation of legal descriptions to support the acquisition of these easements have been included as an allowance.

b. Consultant will incorporate the utility/agency private developer construction requirements into the bid documents. The Consultant will submit plans to utilities for review and use during their design for their service improvements or any necessary relocations.

c. If a conflict with another utility cannot be avoided, Consultant will conduct a meeting to coordinate relocations with the applicable utility and establish relocation schedules. One conflict resolution meeting has been included in this project budget.

5.2 The 90% plans will be submitted to Maricopa County Environmental Services Department (MCESD) for an Approval to Construct (ATC). With City support, the Consultant will prepare an ATC submittal, which will include the following components.

a. An approval to represent the City and submit the project documents on its behalf.

b. A one-page design memorandum that describes the proposed improvements, their location, and why they are being installed.

c. Expedited review fees, which are included in this scope as an allowance.

5.3 The Consultant will submit project drawings and technical specifications to Development Services through the City's Accela website for review and comment as described under Tasks 7-10 below.

6. GEOTECHNICAL INVESTIGATION:

6.1 Consultant's subconsultant will perform a geotechnical investigation. This effort will be included as an allowance.

7. SCHEMATIC DESIGN (30% Document Review):

7.1 When the design is approximately thirty percent complete, Consultant will do the following:

a. Prepare design drawings that depict preliminary horizontal alignments and valve and fire hydrant locations for the new water mains based on the location of existing utilities, roadways and coordination with City.

b. Present initial horizontal alignment to City and its representatives. Staff will collaborate with Consultant to update the plans and mutually decide on the best alignment.

c. The final horizontal alignment must incorporate City's comments.

d. Submit the plans to City for Development Services review.

e. Submit to City's Project Manager for comment drawings, the table of contents for the technical specifications, and a cost estimate in PDF format.

7.2 The Consultant will prepare the table of contents for the project's supplemental technical specifications based on the boilerplate document from previous City projects. The table of contents will be submitted to the City for review and comment.

7.3 The Consultant will estimate the cost of the project based on the 30% drawings. Unit prices used in the 30% estimate will be based on recent City and GHD bid tabulations on similar projects and other pertinent sources for current construction costs as determined by the Consultant. The 30% estimate will be a simplified estimate for comparison to the City's planning estimates. It will be limited to waterline, valves, hydrants, services, and roadway improvements. It will not include all the details improvements that will be illustrated on future construction documents. A higher contingency will be used to represent details and improvements that have not been finalized at the 30% level.

8. DESIGN DEVELOPMENT (60% Document Review):

8.1 Based on the approved Schematic Design Documents and any adjustments authorized by the City in the schedule, design budget, or construction budget, Consultant will prepare, for approval by City, Design Development Documents consisting of drawings to describe, locate, and size the proposed improvements of the project. When the design is approximately sixty percent (60%) complete, Consultant will do the following:

a. Develop profiles to accompany the horizontal alignments resulting from the schematic design review meeting.

b. Include simple keynotes and water service locations with the plan views.

c. The Consultant will perform code reviews and implement requirements into the drawings.

d. Submit the plans to City for Development Services review.

e. Submit to City's Project Manager for comment drawings, technical specifications, and a cost estimate in PDF format.

8.2 The Consultant will create a draft of the project's supplemental technical specifications based on the boilerplate document from previous City projects. The draft will be submitted to the City for review and comment.

8.3 The Consultant will estimate the cost of the project based on the 60% drawings and value engineer the design cooperatively with the design team and City's representatives.

a. This effort will consist of a focused meeting addressing: relationships of components, construction materials, and installation methods. This meeting will occur concurrently with the 60% review and comment meeting.

b. Value engineering revisions will be incorporated into the plan set at the same time the City's other comments on the 60% plans are addressed while the 90% plans are being prepared. Since the horizontal alignments of the proposed water mains were evaluated and value engineered during the 30% design review meeting, it is assumed that changes to the horizontal alignments shown on the 60% drawings will be limited for the 90% submittal. The following could impact the horizontal alignments between 60% and 90%:

- Pothole results
- One-on-one meetings with property owners
- City review

c. Unit prices used in the 60% estimate will be based on recent City and GHD bid tabulations on similar projects and other pertinent sources for current construction costs as determined by the Consultant. The 60% estimate will be a simplified estimate for comparison to the City's planning estimates. It will be

limited to waterline, valves, hydrants, services, and roadway improvements. It will not include all the details improvements that are illustrated on the 60% plans or will be illustrated on future construction documents. A higher contingency will be used to represent details and improvements that have not been finalized at the 60% level. If the design exceeds the construction budget, agreed upon value engineering concepts or phasing can be incorporated into the 90% submittal to re-align the design with the construction budget.

9. CONSTRUCTION DOCUMENTS (90% Document Review):

9.1 Based on the approved Design Development Documents and any further adjustments in the scope of the Project or in the budget authorized by City, Consultant will prepare, for approval by City, drawings setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant will do the following:

a. Update the 60% plan views, profile views, sections, schedules, and notes to bid and construct the project.

b. Submit to City's Project Manager for comment drawings, technical specifications, and a cost estimate in PDF format. Include a table summarizing the comments received from the 60% review and indicating the actions taken.

c. Submit the plans to City for Development Services review.

9.2 The 90% submittal will include a construction cost estimate for verification with the budget and value engineering if required. If the design exceeds the construction budget agreed upon, value engineering concepts or phasing can be incorporated into the final submittal to re-align the design with the construction budget. Since value engineering will occur during the conceptual and 60% reviews, adjustments at the 90% stage will be limited to removing sheets or improvement areas from the plan set.

10. BID & AWARD (100% or Final Documents):

10.1 Submit 100% plans to Development Services for Civil review, and the City Project Manager for approval. All plans will be sealed by a professional engineer. Plans will be provided on black line prints as well as PDF and AutoCAD files.

a. Include a table summarizing the comments received from the 90% review and indicating the actions taken.

b. Provide City of Chandler with a copy of the AutoCAD files. The proposed water main improvements must be "layered" so as to be able to isolate proposed improvements from existing features or vice versa.

c. Submit to Development Services up to two (2) encroachment/utility permits. Review fees for this submittal are not included in this scope.

10.2 Submit the 100% sealed technical specifications to the City Project Manager in PDF. Provide a Bid Schedule in Microsoft Excel.

10.3 The Consultant will update the project's cost estimate based on the final plans.

10.4 The Consultant will attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.

10.5 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline. Up to two (2) substitutions will be considered.

10.6 Prepare addenda for review and approval by City. City will distribute. Up to two (2) addenda will be prepared.

10.7 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation that compares the bid tabulation to the latest cost estimate and outlines the differences.

11. PUBLIC OUTREACH AND MEETINGS:

11.1 After the 30% plans have been reviewed with City, Consultant's public outreach subconsultant (MakPro) will provide public outreach services. These efforts are included as an allowance.

11.2 Consultant will meet with the owners of multi-family properties that have units greater than duplexes and will require the installation of new backflow prevention assemblies as part of the project. The meetings will be used to discuss the following topics:

a. Provide background on the project

b. Discuss the proposed location and testing requirements for their new backflow prevention assembly

c. Identify existing improvements on their property that would impact the location of the new backflow prevention assembly

d. Answer property owner questions

e. Review the terms of the access agreement

f. Obtain signed and notarize access agreements

The Consultant will meet with up to twenty-four (24) owners of properties that will require access agreements to install new backflow preventers. It is assumed that up to twenty-four (24) other properties will require new easements due to the limited available space to install a water meter between the right-of-way line and existing improvements, or because existing meters are currently located in a parking area and need to be pushed into the property. The Consultant will not provide public outreach to these property owners since the City's real estate department will coordinate with them separately.

The notes/mark-ups and signed agreements from these meetings will be shared with the property owner and saved in the Consultant's project file. The following outreach efforts will be conducted while the 60% drawings are being developed.

a. The Engineer will develop a general mailer that describes the project, its improvements, and the upcoming public outreach and coordination. Once the City approves the mailer, the following will occur:

    - MakPro will mail the document to all the applicable property owners.
    - MakPro will activate a phone hotline to provide general information on the project, relay detailed questions to the City/GHD team, and start scheduling one-on-one meetings with property owners that will receive new backflow prevention assemblies.
    - MakPro will call property owners that have not responded to the mailer to schedule one-on-one meetings.

b. Based on the mailer and outreach described above, three (3) four-hour meetings will be held in a public venue near the community. Two (2) meetings will be held in the evening between 4 pm and 8 pm. The third meeting will be held on a Friday morning or afternoon. In addition to these in-person meetings, property owners will be offered a Microsoft Teams meeting during the same times.

- The City/GHD team at these meetings will consists of two (2) GHD staff members and one (1) City staff member.
- GHD staff members will conduct the one-on-one meetings with property owners while the City staff members field any questions that the GHD team members cannot address easily.
- In addition, a MakPro representative will attend the meetings to facilitate the meetings with a sign-in sheet and direct property owners to the GHD staff member they will be meeting.
- Each one-on-one meeting at the public venue is expected to take an average of 30 minutes.
- It is assumed that at least 60% of the property owners will attend the public venue one-on-one meetings and sign the access agreement.

c. To reach property owners that do not attend the public venue meetings, MakPro will call property owners to schedule on-site visits by two GHD staff members, Microsoft Teams meetings with a single GHD staff member, or meetings with GHD and/or a City team member at the City's office.

   - Meetings will be scheduled within three (3) four-hour windows.
   - Two GHD staff members will visit each property.
   - Each property visit is expected to take thirty (30) minutes.
   - It is assumed that 25% of the property owners will be reach through this outreach effort.

d. For the property owners that do not respond to the two outreach efforts described above, the Engineer will prepare a final letter that notifies the property owner that a meeting must be conducted prior to the beginning of construction and how a non-response could impact the property owner for the City's review and edits. Once this letter is finalized, the City will send out the letters to the property owners by certified mail in a final attempt to schedule a meeting.

   - It is assumed that individual on-site visits by two GHD staff member or a Microsoft Teams meeting with one GHD staff member will be held for the remaining 15% of the property owners.
   - It is assumed that each of these meetings will take thirty minutes plus travel time.
   - It is assumed that 10% of the property owners will require a second individual home visit by two GHD staff members before they will sign the access agreement.

e. To track progress on the project's public outreach, GHD will prepare an exhibit that illustrates all the lots that require access authorization agreements. These lots will then be hatched or colored to represent the following outreach milestones

   - Resident contacted
   - Meeting scheduled
   - Meeting completed
   - Access agreement acquired

12. ALLOWANCES:

12.1 An allowance for nondestructive utility location using potholing has been included in the project fee. The Engineer's potholing contractor will provide the following services in association with the water main replacements.

a. Provide up to 45 potholes to locate existing utilities. The estimated number of potholes is based on utility maps and as-builts available during scoping. Actual pothole locations will be determined by the Engineer and approved by the City.

b. Potholes will also be used throughout the project area to verify existing waterline materials and sizes.

12.2 An allowance to perform a topographic survey that include topographical and property data of the immediate site has been included in the fee. The Consultant will hire a subconsultant to perform the topographic survey.

The survey subconsultant will perform an online search for survey ties and benchmarks and the survey will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. The drawings will clearly define the benchmarks locations and elevations that will be utilized for construction. Property data will be based on the City's available GIS files. Verification will be performed by the survey subconsultant and will include the confirmation of property boundaries and locating all survey monuments or property corners for properties within the area will require new easements. The survey will locate above grade improvements within the existing right-of-way at 50' cross sections and within the front yards of private properties. When the edge of the right-of-way contains vegetation, the survey shots will stop at the edge of that vegetation.

12.3 An allowance for a geotechnical investigation has been included in the fee. Consultant will perform soil and pavement borings as described in the attached scope of services provided by its geotechnical subconsultant. Sub-surface soil

conditions, established by the geotechnical investigations, will be incorporated into the bid documents by attaching a soils report, prepared by the Consultant's geotechnical subconsultant, to the project's technical specifications.

12.4 An allowance for public outreach has been included in the fee. After the 30% plans have been reviewed with City, Consultant's public outreach subconsultant will provide public outreach services as described in the attached scope of services. Consultant's public outreach subconsultant will notify the public about the proposed water main improvements and schedule one on one meetings in a common location with property owners to discuss the improvements that will occur on their property. In addition, the public outreach subconsultant will schedule on-site visits with the property owners that don't attend the one on one meetings.

12.5 An allowance for expedited review fees required by the Maricopa County Environmental Services Department (MCESD) has been included in the fee. It is assumed that reviews will be limited to MCESD and City staff. City review fees, if required, will be addressed within the City's internal accounting system and will not require payment from the Consultant.

12.6 An owner's allowance has been provided for potential additional services requested by the City. The Engineer shall not utilize the owner's allowance unless prior written authorization is provided by the City.

12.7 An allowance for up to 24 potential legal descriptions for temporary or permanent easements has been included in this scope at rate of $800 per description if requested by the City.

End of Document

ID	Task Name	Duration	Start	Finish
1	**Olsen Addition Main Replacement**	**221 days**	**Thu 2/6/25**	**Thu 12/11/25**
2	Notice to Proceed	0 days	Thu 2/6/25	Thu 2/6/25
3	Kickoff/Design Preferences Meeting	1 day	Thu 2/13/25	Thu 2/13/25
4	Topographic Survey/Data Collection	3 wks	Thu 2/20/25	Wed 3/12/25
5	Lessons Learned Meeting	0 days	Wed 3/12/25	Wed 3/12/25
6	Base Map Preparation	2 wks	Thu 3/13/25	Wed 3/26/25
7	30% Design	5 wks	Thu 3/27/25	Wed 4/30/25
8	Submit List of Properties Requiring Easements	0 days	Wed 4/30/25	Wed 4/30/25
9	Request Title Reports	8 wks	Thu 5/1/25	Wed 6/25/25
10	Boundary Survey	4 wks	Thu 6/26/25	Wed 7/23/25
11	Geotechnical Evaluation	8 wks	Thu 5/1/25	Wed 6/25/25
12	30% City and Utility Review	4 wks	Thu 5/1/25	Wed 5/28/25
13	30% Design Review Meeting	0 days	Wed 5/28/25	Wed 5/28/25
14	**Public Outreach**	**120 days**	**Thu 3/27/25**	**Wed 9/10/25**
15	Public Outreach Coordination/Planning	8 wks	Thu 3/27/25	Wed 5/21/25
16	City Council Approval of Access Agreement and Easem	0 days	Thu 5/22/25	Thu 5/22/25
17	Public Notification	4 wks	Thu 5/22/25	Wed 6/18/25
18	Preparation for/Scheduling One-on-One Meetings	6 wks	Thu 5/22/25	Wed 7/2/25
19	One-on-One Public Meetings	2 wks	Thu 7/3/25	Wed 7/16/25
20	Follow Up Home Visits	8 wks	Thu 7/17/25	Wed 9/10/25
21	60% Design	7 wks	Thu 5/29/25	Wed 7/16/25
22	60% City/Utility Review	4 wks	Thu 7/17/25	Wed 8/13/25
23	60% Comment Review Meeting	0 days	Wed 8/13/25	Wed 8/13/25
24	Prepare Legal Descriptions	8 wks	Thu 8/14/25	Wed 10/8/25
25	City Review of Legal Descriptions	1 wk	Thu 10/9/25	Wed 10/15/25
26	Appraisal for Easements	6 wks	Thu 10/16/25	Wed 11/26/25
27	Utility Potholing	4 wks	Thu 7/17/25	Wed 8/13/25
28	90% Design	7 wks	Thu 8/14/25	Wed 10/1/25
29	90% MCESD, City & Utility Review	4 wks	Thu 10/2/25	Wed 10/29/25
30	90% Comment Review Meeting	1 day	Thu 10/30/25	Thu 10/30/25
31	100% Bid Documents	4 wks	Fri 10/31/25	Thu 11/27/25
32	Final MCESD, City & Utility Approval	2 wks	Fri 11/28/25	Thu 12/11/25

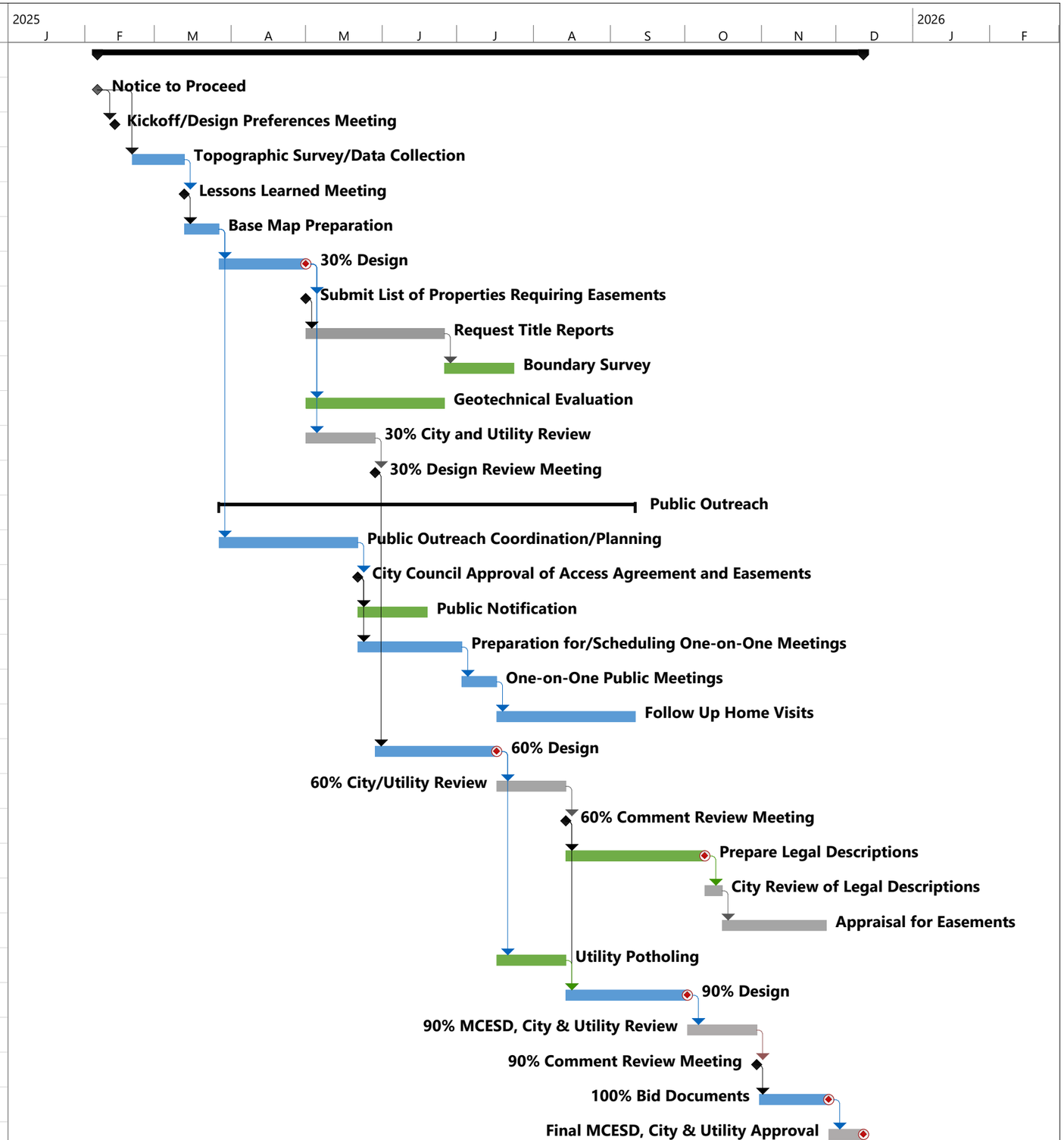


EXHIBIT “B”
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task

	TASK DESCRIPTION			SUBTOTAL
Task 1.0 Project Management and Meetings				**$ 28,375.00**
1.1	Meeting Attendance (7 Virtual Meetings)	*$*	*3,290.00*	
1.2	Meeting Agenda and Minutes	*$*	*5,040.00*	
1.3	Invoicing and Budget Monitoring (10 Months)	*$*	*5,600.00*	
1.4	Subconsultant Management and Coordination (4 Subconsultants)	*$*	*6,990.00*	
1.5	Pothole Coordination	*$*	*7,455.00*	
Task 2.0 Project Schedule				**$ 1,745.00**
2.1	Schedule Preparation and Monitoring	*$*	*1,745.00*	
Task 3.0 Quality Control (Included in Design Budgets)				
Task 4.0 Preliminary Research				**$ 14,140.00**
4.1	Existing Utilities Map Request	*$*	*2,880.00*	
4.2	Topographic Surveys (See allowances)	*$*	-	
4.3	Base Map Preparation	*$*	*5,870.00*	
4.4	Right-of-Way and As-Built Collection and Review	*$*	*2,670.00*	
4.5	City Policy, Regulation, Standards, Manuals, etc.	*$*	*960.00*	
4.6	Site Visits (2)	*$*	*1,760.00*	
Task 5.0 Utility/Agency Coordination				**$ 10,730.00**
5.1	Utility Submittals and Clearance Requests	*$*	*4,940.00*	
5.2	MCESD Submittal	*$*	*4,350.00*	
5.3	City Submittals	*$*	*1,440.00*	
Task 6.0 Geotechnical Investigation				**$ -**
6.1	Geotechnical Borings, Investigation, and Report (See allowance)	*$*	-	
Task 7.0 Schematic Design (30%)				**$ 34,910.00**
7.1	Drawings	*$*	*30,020.00*	
7.2	Technical Specifications (Table of Contents)	*$*	*995.00*	
7.3	Cost Estimate	*$*	*3,895.00*	
Task 8.0 Design Development (60%)				**$ 50,015.00**
8.1	Drawings	*$*	*38,300.00*	
8.2	Technical Specifications	*$*	*7,820.00*	
8.3	Cost Estimate	*$*	*3,895.00*	
Task 9.0 Construction Documents (90%)				**$ 29,355.00**
9.1	Drawings	*$*	*19,040.00*	
9.2	Technical Specifications	*$*	*6,420.00*	
9.3	Cost Estimate	*$*	*3,895.00*	
Task 10.0 Bid and Award (100%)				**$ 29,745.00**
10.1	Drawings	*$*	*9,740.00*	
10.2	Technical Specifications	*$*	*2,500.00*	
10.3	Cost Estimate	*$*	*2,390.00*	
10.4	Prebid Conference	*$*	*1,165.00*	
10.5	Evaluation of Substitutions (2)	*$*	*3,720.00*	
10.6	Addenda (2)	*$*	*5,000.00*	
10.7	Bid Review	*$*	*5,230.00*	
Task 11.0 Public Outreach and Meetings				**$ 26,830.00**
11.1	Public Outreach (See allowances)	*$*	-	
11.2	Public Meetings	*$*	-	
	Public Information Preparation	*$*	*695.00*	
	Public Venue One on One Meetings	*$*	*8,460.00*	
	Individual On-Site Visits	*$*	*8,460.00*	
	Additional On-Site Visits	*$*	*2,575.00*	
	Second Trip On-Site Visits	*$*	*1,410.00*	
	Public Outreach Progress Tracking Exhibit	*$*	*5,230.00*	
ALLOWANCES				**$ 165,154.00**
12.1	Potholing (45, See attached sub proposal)	*$*	*75,954.00*	
12.2	Topographic Surveys (See attached sub proposal)	*$*	*13,500.00*	
12.3	Geotechnical Borings, Investigation, and Report (See attached sub proposal)	*$*	*17,500.00*	
12.4	Public Outreach (Estimated)	*$*	*12,800.00*	
12.5	MCESD Review Fees	*$*	*1,200.00*	
12.6	Owner's Allowances	*$*	*25,000.00*	
12.7	Legal Descriptions (24)	*$*	*19,200.00*	
	GHD Efforts	*$*	*225,845.00*	
	Subconsultants, Allowances, and Permit Fees	*$*	*165,154.00*	
	TOTAL COST:			**$ 390,999.00**

EXHIBIT "B-2"

Hours and Rates

		Engr. Manager	PM	Design Engr.	Engr. Tech	Sr. Dgnr.	Admin	
		Bill Roberts	Karl Tobin	James Fletcher, Paul Swangler	Jesse Vasquez, Damian De La Torre	Ryan Smith, Aaron Foscato	Tammie Castillo	
		$ 245.00	$ 225.00	$ 175.00	$ 160.00	$ 160.00	$ 100.00	
	TASK DESCRIPTION							**TOTAL HOURS PER TASK**
Task 1.0	**Project Management and Meetings**	**14**	**42**	**25**	**26**	**26**	**28**	**161**
1.1	Meeting Attendance (7 Virtual Meetings)	7	7					*14*
1.2	Meeting Agenda and Minutes		7	7	14			*28*
1.3	Invoicing and Budget Monitoring (10 Months)	5	15				10	*30*
1.4	Subconsultant Management and Coordination (4 Subconsultants)	2	10	14			18	*44*
1.5	Pothole/Boring Coordination		3	4	12	26		*45*
Task 2.0	**Project Schedule**	**1**		**6**	**0**	**0**	**0**	**7**
2.1	Schedule Preparation and Monitoring	1	2	6				*9*
Task 3.0	**Quality Control (Included in Design Budgets)**							
Task 4.0	**Preliminary Research**	**0**	**4**	**8**	**42**	**32**	**0**	**86**
4.1	Existing Utilities Map Request				18			*18*
4.2	Topographic Surveys (See allowances)							*0*
4.3	Base Map Preparation		1	3		32		*36*
4.4	Right-of-Way and As-Built Collection and Review		1	3	12			*16*
4.5	City Policy, Regulation, Standards, Manuals, etc.				6			*6*
4.6	Site Visits (2)		2	2	6			*10*
Task 5.0	**Utility/Agency Coordination**	**2**	**8**	**8**	**44**	**0**	**0**	**62**
5.1	Utility Submittals and Clearance Requests	2	4	2	20			*28*
5.2	MCESD Submittal		2	4	20			*26*
5.3	City Submittals		2	2	4			*8*
Task 6.0	**Geotechnical Investigation**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
6.1	Geotechnical Borings, Investigation, and Report (See allowances)							*0*
Task 7.0	**Schematic Design (30%)**	**6**	**19**	**35**	**44**	**100**	**0**	**204**
7.1	Drawings	4	16	32	24	100		*176*
7.2	Technical Specifications (Table of Contents)	1	1	3				5
7.3	Cost Estimate	1	2		20			23
Task 8.0	**Design Development (60%)**	**13**	**26**	**44**	**70**	**138**	**0**	**291**
8.1	Drawings	8	20	32	26	138		*224*
8.2	Technical Specifications	4	4	12	24			44
8.3	Cost Estimate	1	2		20			23
Task 9.0	**Construction Documents (90%)**	**13**	**18**	**24**	**60**	**52**	**0**	**167**
9.1	Drawings	8	12	20	16	52		*108*
9.2	Technical Specifications	4	4	4	24			*36*
9.3	Cost Estimate	1	2		20			*23*
Task 10.0	**Bid and Award (100%)**	**14**	**22**	**27**	**76**	**28**	**0**	**167**
10.1	Drawings	4	4	12	8	28		*56*
10.2	Technical Specifications	1	2	3	8			*14*
10.3	Cost Estimate	1	1		12			*14*
10.4	Prebid Conference	2	3					*5*
10.5	Evaluation of Substitutions (2)	2	4	6	8			*20*
10.6	Addenda (2)	2	4	6	16			*28*
10.7	Bid Review	2	4		24			*30*
Task 11.0	**Public Outreach and Meetings**	**47**	**51**	**0**	**8**	**16**	**0**	**122**
11.1	Public Outreach (See allowances)							*0*
11.2	Public Meetings							*0*
	Public Information Preparation	*1*	*2*					*3*
	Public Venue One on One Meetings	*18*	*18*					*36*
	Individual On-Site Visits	*18*	*18*					*36*
	Additional On-Site Visits	*5*	*6*					*11*
	Second Trip On-Site Visits	*3*	*3*					*6*
	Public Outreach Progress Tracking Exhibit	*2*	*4*		*8*	*16*		*30*
Task 12.0	**Allowances**							
12.1	Potholing (45)							
12.2	Topographic Surveys (See attached sub proposal)							
12.3	Geotechnical Borings, Investigation, and Report (See attached sub proposal)							
12.4	Public Outreach (See attached sub proposal)							
12.5	MCESD Review Fees							
12.6	Owner's Allowances							
12.7	Legal Descriptions (24)							

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.

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.

QUOTE

Safe Site Utility Services LLC

Company Address	7623 N 73rd Dr Glendale, Arizona 85303	Created Date	11/27/2024
Phone	(602) 606-8882	Quote Number	00004702
Email:	Bids@safesitellc.com	Opportunity	OP24-4565
Licenses:	AZ: ROC 211956 / NV: NSC 0078575	Expiration Date	2/24/2025

Customer Information

Opportunity Name	Olsen Add Main Replacement	Phone	(602) 216-7212
Contact Name	Seth Morales	Email	seth.morales@ghd.com
Account Name	GHD Inc	Billing Address	PO Box 44210 Phoenix, AZ 85064

Work Site Info

Site Address	N Arizona Ave & W Ray Rd, Chandler, AZ 85225

Scope of Work

1. Safe Site will verify 811 markings and assess the success probability of test hole locations indicated by client prior to excavation utilizing various geophysical locating means. Test hole locations may be adjusted or eliminated based on the results of this investigation and upon discussion with, and approval of client
2. Safe Site will supply a vacuum excavation crew on the project site for digging test holes and documenting utility locations.
3. Upon exposure of a target utility, Safe Site will record utility type, size, material, and depth of cover of each.
4. If Line Item charges for Survey are shown in Fees Section then Safe Site will provide survey and a CAD map file by a Registered Land Surveyor to document the locations and elevations of potholed utilities. If no Line Item for Survey is shown then pricing assumes Survey and CAD will be provided by others.
5. Safe Site will provide a Test Hole Summary Report detailing this information.
6. Safe Site will indicate the locations of exposed utilities by marking the ground surface using PK nails or stake chasers (nylon brushes).

Terms and Conditions

1. Client will provide available utility location information as well as project datum information to Safe Site to aid in facilitating this project.
2. A “Test Hole” will be considered one excavation up to 8 feet deep with lateral “belling” of up to a width of 4 feet. Excavating in excess of 12 feet in depth will be considered out of scope.
3. Test Holes will be backfilled per owner/agency specifications.
4. Asphalt on concrete pavement surfaces will be restored per method indicated in Fees section. If local authority requires a different restoration, any additional costs will be passed on to Client. These charges, if applicable, will be determined during the permitting stage and any fee charge will be presented to Client. Coring pavement in excess of 12" thickness will result in an additional fee of $100 per hole.
5. Pricing assumes test hole locations are accessible within 15’ with vacuum truck. Further distances, such as rear of lots, will be considered out of scope and additional fees will be presented to Client for approval.

6. Should caliche, tree roots, concrete, rocks in excess of 6” diameter, or other materials encumber vacuum excavation, work will be halted for that test hole and referred back to Client for alternative solutions which may include authorization to continue work at Hourly Rate.
7. Traffic control costs are included where applicable.
8. Expected Permitting/Bonding costs, if any, have been included in this proposal. Any out of ordinary costs incurred due to governing agency requirements will be presented to Client for approval as additional fee amount.
9. If excavation spoils are determined to be potentially hazardous waste by an enforcement agency having jurisdiction, then the cost of testing and disposal will be passed through to client. Work will cease until Client has been notified and agreement on how to proceed has been reached.
10. Safe Site will exercise due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of aboveground 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.
11. Payment terms are Net 30 days unless other arrangements have been made.
12. New Customer Policy - Payment will be required by credit card for the first job completed or if the job is over $1000, we will require a 35% retainer to be paid prior to commencement of work. We prefer payment is made via ACH/Wire Transfer, otherwise credit card transactions would require an additional 3% Fee. After the first job completed, invoicing terms will be standard Net 30 Days.

Site Specific Details

Description	Perform Approx. (45) Utility Test Holes (Potholes) for the City of Chandler new water main replacement from W Ray Rd to North Dakota St; N California St to W Orchid Lane & the intersection of W Orchid Ln and N Arizona Ave to confirm utility conflicts. A full test hole summary report will be provided to include survey coordinates and elevations. Dip (3) Manholes for valve measure downs.
Additional Terms	-We will provide our best due diligence to access every manhole but we may not be able to in some cases due to asphalt coverage or other issues not allowing the lid to break free. -Test holes of depths in excess of 8' will result in an additional charge of $335 each. Digging in excess of 12’ will be considered out of scope and will be billed at $320 per hour. Client will be contacted for approval before work can proceed. -Additional utilities beyond target utility found and documented in a test hole will be charged at $115 each. -Client will provide CAD project file(s) that include horizontal datum and vertical control information so that our RLS can establish the correct datum/control when surveying field results. If not provided prior to our surveying, we will establish the datum/control to be used for the deliverables. If requested, Safe Site can convert to Client’s project datum after deliverables are provided for a fee of $465. -Pricing assumes that we will have access allowing us to maneuver our truck to within 15’ of hole(s) to be excavated. -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.

Project Fee

Product	Line Item Description	Sales Price	Quantity	Total Price
Excavating Test Holes up to 8' in Depth	Per Utility Test Hole (Pothole)	$787.00	45.00	$35,415.00
Ancillary Costs (Permitting, Traffic Control, Back-fill, Etc.)		$23,667.00	1.00	$23,667.00
Survey & Stamped Report		$2,937.00	1.00	$2,937.00
CAD Services PH	Associated Survey Mapping: CAD Processing/Deliverable	$1,215.00	1.00	$1,215.00
AC Surface Restoration - Core & Reinstate	Per Core & Reinstatement (Min. of 3)	$275.00	45.00	$12,375.00

MH DIPS - Invert/Elevations	Per Manhole (Min 3)	$115.00	3.00	$345.00

Total Price $75,954.00

ACCEPTANCE STATEMENT AND AUTHORIZATION TO PROCEED

This Acceptance becomes a part of the Proposal Letter.

The Proposal is hereby accepted according to the Scope of Work and Terms and Conditions contained therein. Safe Site Utility Services, LLC is authorized to proceed with the work described therein. Payment will be made according to the payment terms specified in the Proposal. Any unpaid balance remaining beyond the due date will be subject to interest at an annual rate of 18% (1.5% per month).

For acceptance and scheduling of these services please sign, scan, and return this page to bids@safesitellc.com or fax to Safe Site @ 602-391-2934.

Client Name: _____
By:

_____ _____
Signature **Date**

_____ _____
Printed Name **Title**

Bowman

2024-10-08
Revised: 2024-11-26

Seth Morales
Project Engineer
GHD
4747 N. 22nd Street, Suite 200
Phoenix, Arizona 85016
602-216-7212
seth.morales@ghd.com

Re:	**Olsen Addition Main Replacement** (the "Project") W Ray Rd and N Arizona Ave Chandler, Maricopa County, Arizona, 85225 Proposal to provide Surveying Services (the "Proposal") Proposal No. 24-1137 Project Category: RESIDENTIAL - Single Family: Detached

Dear Seth:

We are pleased to submit this Proposal to provide Surveying services for the above referenced project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and GHD (the "Client").

Project Understanding

It is our understanding that Bowman will provide Surveying services for the above referenced project in Chandler, Arizona.

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

1. Topographic Survey (SC-01)

Bowman proposes to provide professional surveying services for completing a topographic survey. This survey will include:

- Location and elevation of visible utilities on site and within 50 feet of property line, including any existing blue stake markings or potholes.

- Full width cross sections (from adjacent side of the street to the opposite back of curb) at 50-foot intervals on streets adjacent to site.
- 50-foot natural ground elevation grid on site.
- Field elevation and location of curbing, paving, concrete pads, drainage structures, dirt roads, and significant native landscape within native desert land areas.
- Obtain operating agency utility maps and plot approximate locations on survey.
- Obtain rim and invert elevation of sewer and storm drain manholes and water valve rim and nut elevations.
- Prepare topographic base drawing in CAD for use by Civil Engineering Design Team.

FEE: $10,000.00 Lump Sum

2. Boundary Survey (SC-01)

Bowman proposes to provide professional surveying services for completing a boundary survey in accordance with Arizona Boundary Survey Minimum Standards (AZBMS). This survey will be based on the current deed of record. A Record of Survey will be produced and recorded in the office of the Maricopa County Recorder in accordance with Arizona Minimum Boundary Standards (AZBMS) adopted February 14, 2002 and ARS 33-105.

FEE: $3,500.00 Lump Sum

3. Legal Descriptions (SC-09)

Legal Descriptions will be prepared for up to eighteen (24) properties as requested by the client. Legal descriptions will be given to the client for preparation of deeds by the client's title company.

FEE: $800.00 (Per Unit)

Task	Description (SC)	Total	QTY	Fee Type
1	Topographic Survey (SC-01)	$10,000.00	1	Lump Sum
2	Boundary Survey (SC-01)	$3,500.00	1	Lump Sum
3	Legal Descriptions (SC-09)	$800.00	24	Unit

Total Contract Value **$32,700.00**

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Permits, assessment and other fees;
- Borings for field locating existing underground utilities;
- Construction Staking;
- Items not specifically delineated in Scope.

Bowman

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of Bowman in a timely manner and at no expense to Bowman:

- Title Report and Complete Schedule "B" items
- Submittal Fees for the City (if necessary)
- Recordation Fees for County recording (if necessary)

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to GHD.

Sincerely,

BOWMAN CONSULTING GROUP LTD.

Doug Toney, RLS, CFedS

Doug Toney, RLS, CFedS
Principal

GHD hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by GHD to so execute this Proposal.

GHD

By:

Title:
Date:

Survey remainder of W Orchid Ln and into N Arizona Ave, up to the curb returns on the east side of N Arizona Ave.
W Orchid Ln
N Nebraska St
North Dakota St
N California St
N San Marcos Pl
W Park Ave
N Arizona Ave
87
RJ Smoke and Vape Shop
Yes I do Bridal
Dollar General
Louisiana Fried Chicken
McDonald's
Taqueria Factory
W Ray Rd
W Ray Rd
E Ray Rd
Google Earth
800 ft
N

Bowman

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2024

SURVEY	STANDARD RATE
Principal	$265.00/HR
Senior Surveyor	$195.00/HR
Project Manager	$175.00/HR
Assistant Project Manager	$160.00/HR
Survey Technician III | II | I	$125.00/HR | $115.00/HR | $105.00/HR
Survey Field Crew – 1 Man	$135.00/HR
Survey Field Crew – 2 Man	$175.00/HR
Survey Field Crew – 3 Man	$215.00/HR
Project Surveyor	$175.00/HR
3D Scanning Crew	$265.00/HR
Survey Field Technician	$ 90.00/HR
3D/UAV Modeling Technician	$150.00/HR
UAV Operation	$265.00/HR
Machine Control Technician	$270.00/HR
Remote Sensing Technician III | II | I	$145.00/HR | $125.00/HR | $105.00/HR
Administrative Professional	$ 90.00/HR

Initials: Bowman D.T. / Client

Table 77 - DEFAULT 2024 Arizona

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

35+ YEARS

October 14, 2024
Proposal No. 12PHX02-06161

Mr. Seth Morales, PE
GHD
3200 East Camelback Road, Suite 210
Phoenix, Arizona 85018

Subject: Proposal to Provide Geotechnical Engineering Services
Olsen Addition Main Replacement
Chandler, Arizona
City Project No.: WA2409.201

Dear Mr. Morales:

Ninyo & Moore is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office and our subsequent conversation. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of work.

SITE/PROJECT DESCRIPTION

We understand that the City of Chandler is in the process of procuring your firm to provide engineering services for the installation of new waterlines within an existing neighborhood in Chandler, Arizona. The neighborhood is roughly bounded Orchid Lane to the north, Arizona Avenue to the east, Ray Road to the south, and Nebraska Street to the west. This project includes the replacement of approximately 4,000 linear feet of water mains and other appurtenances, ranging in size from 4-inch to 12-inch diameter. The new water mains will be installed using traditional cut-and-cover techniques and will extended 10 or less feet deep.

SCOPE OF SERVICES

The scope of services we will perform as summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, aerial photographs, and other available documentation pertaining to the project area.
- Evaluate potential geological hazards present in the vicinity of the proposed pipeline alignments.

- Conduct a visual geologic reconnaissance of the proposed pipeline alignments.
- Obtain City of Chandler permission to conduct the field work.
- Conduct a site visit to select and mark out the proposed exploration locations.
- Arrange for appropriate traffic control services to be implemented during our field work activities.
- Contact Arizona 811 to evaluate underground utility locations prior to drilling.
- Perform a geotechnical exploration consisting of the drilling, logging, and sampling of seven exploratory borings, as generally depicted below. The borings will extend 10 feet deep and will be logged by a Ninyo & Moore employee and advanced with a truck-mounted drill rig using hollow-stem augers (HSAs).

- Collect soil samples in the borings for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.

- Backfill our planned borings with cement slurry and patch the surface with temporary asphalt cold-patch material.
- Core the temporary cold-patch at each boring, then remove and replace with long-term EVAC asphalt mix.
- Perform laboratory testing that will evaluate the on-site soil's index, strength and chemical characteristics.
- Prepare a geotechnical report presenting our findings. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
    - Site vicinity map and boring plan map;
    - Description of work scope, laboratory, and field procedures;
    - Encountered subsurface soil and groundwater conditions;
    - General seismic characteristics in accordance with International Building Code;
    - Geologic hazards discussion;
    - Excavation characteristics of on-site soils;
    - Temporary soil sloping guidelines;
    - Temporary vertical shoring guidelines;
    - Bedding;
    - Backfilling;
    - Earthwork factors;
    - Potential for re-use of trench soils;
    - Trenchless technologies guidelines; and
    - Discussion of soil corrosivity to steel.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- Right-of-way permits and permission (besides from City of Chandler) will be obtained by others.
- The field work will be performed during daytime hours.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.

- The work can be accomplished using HSA operating at a normal rate of penetration.
- If auger refusal or groundwater is encountered, we will terminate the drilling.
- Groundwater will not be encountered.
- Some ground disturbance should be expected as a result of our field work.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

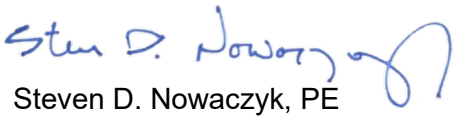
We are prepared to initiate this project immediately. The fieldwork should commence within four to five weeks of right-of-entry. We anticipate issuing our report within about 10 weeks from the date we receive right-of-entry. Preliminary recommendations can be provided about one week after the field work is done.

FEE

We propose to perform the work scope described above for a fee of $17,500 (Seventeen Thousand Five Hundred Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tlp

Attachment: Work Authorization and Agreement

MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

November 15, 2024

Mr. Seth Morales
GHD
4747 N. 22nd Street, Suite 200
Phoenix, AZ 85016

Dear Seth:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal for public outreach services during design for the City of Chandler's Olsen Addition Water Main Replacements Project. Public outreach is an important element in projects that take place near and on private property and residences, and provides a link between the project and the community it impacts.

This project includes replacing water pipeline in California and Dakota streets, north of Ray Road to Orchid Lane with design expected to begin in early 2025 and take approximately eight (8) months to complete. This scope of work is based on the information you provided, and our previous and current experience with you and Chandler on other similar projects. As part of this effort, MakPro proposes to:

- Develop an initial resident notification, in Spanish and English, to inform those impacted by the work of the project and up to 1 more mailer, should that be needed, to update them on the design progress. **(4 hrs + $800 print/post/translation)**
- Develop and update, as needed, a project webpage on chandleraz.gov to provide current project information. **(2 hrs)**
- Maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log **(8 months @ $300/mo + 16 hrs)**
- Research contact info and connect with up to 21 properties to schedule meetings for the team to discuss the project and specific impacts. Follow-up as needed. **(35 hrs)**
- Attend three 4-hour meetings on-site at Chandler's Public Works building to facilitate resident meetings for the project. **(15 hrs)**
- Attend up to eight progress or planning meetings/discussions. **(8 hrs)**

The total cost for the public outreach services as identified above **should not exceed $12,800.00**. This cost estimate assumes a labor rate of $120/hour for principal and $100/hour for associate hours. The project hotline is billed at $300/mo for availability 24/7, and progress meetings have a one-hour minimum. This estimate incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

Reimbursable expenses for this project have been estimated based on the project area, for residents and property owners; however, should the boundary be expanded or method of distribution more costly, this estimate may need to be adjusted accordingly for current postage and printing/distribution costs.

This proposal assumes any displays, exhibits, engineering designs or details, required for public information will be provided by the City of Chandler or GHD. MakPro is not responsible for project signage or traffic signage. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with you and the City of Chandler on this project. Should you have questions, need additional information, or wish to customize this proposal in some other way, please feel free to contact me at (480) 890-1927.

Sincerely,

Teresa Makinen

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

ITEM 21

CHANDLER arizona
Community of Innovation

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

Date: February 03, 2025
To: Mayor and Council
From: Development Services Department
Subject: November 20, 2024, Planning and Zoning Commission Meeting Minutes

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Attachments

November 20, 2024 Study Session Minutes
November 20, 2024 Regular Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session

November 20, 2024 | 5:00 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 Chair Heumann at 5:00 p.m.

Roll Call

Commission Attendance

Chair Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello
Commissioner Rene Lopez
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer

Staff Attendance

Kevin Mayo, Planning Administrator
Lauren Schumann, Principal 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.

Consent Agenda and Discussion

1. October 16, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of October 16, 2024, and Regular Meeting of October 16, 2024.

CHAIR HEUMANN confirmed there were no questions or comments from the Commission Members.

2. PLH24-0021/PLT24-0007 CHANDLER 56

TAYLOR MANEMANN, ASSOCIATE PLANNER presented details regarding the request for Rezoning from Planned Area Development (PAD) for automobile storage and salvage yard uses to Planned Area Development (PAD) for Planned Industrial (I-1) type uses and automotive accessory sales and installation uses, Preliminary Development Plan (PDP) approval for site layout and building architecture, and Preliminary Plat approval. The 13.9-acre site is located approximately a quarter mile north of the northeast corner of 56th Street and Chandler Boulevard.

CHAIR HEUMANN confirmed there were no questions or comments from the Commission Members.

3. PLH24-0033 ROUND 1 BOWLING & ARCADE

TAYLOR MANEMANN, ASSOCIATE PLANNER presented details regarding the request Use Permit approval for a Series 6 Bar Liquor License within a new bowling alley and arcade. The new business is located at 3177 W Chandler Boulevard in the Chandler Fashion Center, generally located at the southwest corner of Price Road and Chandler Boulevard.

COMMISSIONER LOPEZ pointed out the signage appeared to occupy both floors and asked when a tenant occupies the second floor, would this cause conflict or from a different view would the second-floor tenant have their own signage.

TAYLOR MANEMANN, ASSOCIATE PLANNER presented the site plan and clarified while the Applicant's sign would occupy two stories to their frontage, the future second-floor tenant would have their own frontage on the left side of the building.

CHAIR HEUMANN mentioned there was a tenant for the second floor with the a frontage on the left-side.

COMMISSIONER LOPEZ acknowledged the elevated portion of the building and reiterated his concern, asking whether the second-floor tenant would conflict with the first tenant's signage since the second floor was part of the same building.

CHAIR HEUMANN mentioned the second-floor tenant is an Asian seafood restaurant or something similar and asked staff for the name of the business.

LAUREN SCHUMANN, PRINCIPAL PLANNER clarified the second-floor tenant would likely be Seafood City, a Filipino grocery store with associated food courts.

COMMISSIONER LOPEZ mentioned there would likely be no conflicts regarding the signage, as the second-floor tenant would have their own separate frontage. He stated that he was just seeking clarification if there were stipulations in place to ensure there would be no conflicts.

CHAIR HEUMANN confirmed there were no further questions or comments from the Commission Members.

4. Notice of Cancellation of the December 4, 2024, and December 18, 2024 Planning and Zoning Commission Hearings

Move Planning and Zoning Commission cancel the December 4, 2024, and December 18, 2024 Planning and Zoning Commission Hearings.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, January 15, 2025, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:31 p.m.

Kevin Mayo, Secretary

Sherri Koshiol for

Rick Heumann, Chair

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

November 20, 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 Chair Heumann at 5:30 p.m.

Roll Call

Commission Attendance

Chair Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello
Commissioner Rene Lopez
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer

Staff Attendance

Kevin Mayo, Planning Administrator
Lauren Schumann, Principal 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. October 16, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of October 16, 2024, and Regular Meeting of October 16, 2024.

2. PLH24-0021/PLT24-0007 CHANDLER 56

Request Rezoning from Planned Area Development (PAD) for automobile storage and salvage

yard uses to Planned Area Development (PAD) for Planned Industrial (I-1) type uses and automotive accessory sales and installation uses, Preliminary Development Plan (PDP) approval for site layout and building architecture, and Preliminary Plat approval. The 13.9-acre site is located approximately a quarter mile north of the northeast corner of 56th Street and Chandler Boulevard.

Proposed Motion:
Rezoning
Move Planning and Zoning Commission recommend approval of Rezoning, PLH24-0021 Chandler 56, Rezoning from Planned Area Development (PAD) for automobile storage and salvage yard uses to Planned Area Development (PAD) for Planned Industrial (I-1) type uses and automotive accessory sales and installation uses, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan, PLH24-0021 Chandler 56, for site layout and building architecture, subject to the conditions as recommended by Planning staff.

Preliminary Plat
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT24-0007 Chandler 56, subject to the condition as recommended by Planning staff.

Recommended Conditions of Approval:
Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of Rezoning from PAD for automobile storage and salvage yard uses to PAD for Planned Industrial (I-1) type uses and automotive accessory sales and installation uses, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Chandler 56" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0021, 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. Uses permitted on the property shall be those permitted in the I-1 zoning district and automotive accessory sales and installation uses.

3. Schools, churches and other places of worship shall be prohibited.

4. The use of a data center as the primary use shall be prohibited.

5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

6. Future median openings shall be located and designed in compliance with City-adopted design standards (Technical Design Manual #4).

7. 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.

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

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

11. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Front (56th Street)	50'
Side (North Property Line)	10'
Side (South Property Line)	10'
Rear (East Property Line)	10'

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Chandler 56" and kept on file in the City of Chandler Planning Division, in File No. PLH24-0021, 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. The site shall be maintained in a clear and orderly manner.

3. Landscaping plans (including for open space, rights-of-ways, and street medians) and perimeter walls shall be approved by the Planning Administrator.

4. Landscaping shall be maintained at a level consistent with or better than at the time of planting.

5. 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.

6. All raceway signage shall be prohibited within the development.

7. The monument sign panels shall have an integrated or decorative cover panel until a tenant name is added to the sign.

8. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

9. 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.

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

Preliminary Plat
Planning staff recommends the Planning and Zoning Commission move to recommend approval of the Preliminary Plat subject to the following condition:

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

3. PLH24-0033 ROUND 1 BOWLING & ARCADE

Request Use Permit approval for a Series 6 Bar Liquor License within a new bowling alley and arcade. The new business is located at 3177 W Chandler Boulevard in the Chandler Fashion Center, generally located at the southwest corner of Price Road and Chandler Boulevard.

Proposed Motion:
Move Planning and Zoning Commission recommend approval of PLH24-0033 Round 1 Bowling & Arcade, Use Permit for a Series 6 Bar Liquor License within a new bowling alley and arcade, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

1. 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.

2. The Use Permit is non-transferable to other locations.

3. Substantial expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Use Permit and require new Use Permit application and approval.

4. 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.

5. All pedestrian walkways shall be A.D.A. accessible and shall not be interrupted by any obstacles preventing circulation (i.e. persons with disabilities shall have direct access to all indoor and outdoor pedestrian spaces).

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

4. Notice of Cancellation of the December 4, 2024, and December 18, 2024 Planning and Zoning Commission Hearings

Move Planning and Zoning Commission cancel the December 4, 2024, and December 18, 2024 Planning and Zoning Commission Hearings.

Consent Agenda Motion and Vote

COMMISSIONER BARICHELLO moved to approve the Consent Agenda of the November 20, 2024, Regular Planning and Zoning Commission Meeting with stipulations presented by staff; Seconded by COMMISSIONER QUINN.

Motion carried unanimously (7-0)

Member Comments/Announcements

KEVIN MAYO, PLANNING ADMINISTRATOR announced will not be another Planning and Zoning Hearing until 2025 and wished everyone happy holidays. He expressed gratitude for each Planning and Zoning member for their service and reflected on achievements from 2024, such as, bringing forward a large number of ordinances, the launch of the Downtown Area Plan Update, and the initiation of the General Plan Update. He mentioned the upcoming year would be busy for Lauren Schumann who will be leading the general plan update and thanked everyone again for their contributions and concluded by wishing everyone happy holidays.

CHAIR HEUMANN echoed Kevin Mayo's statements and extended gratitude to the public and staff for their efforts in ensuring meetings ran efficiently. He wished everyone a Happy Thanksgiving, Merry Christmas, and Happy Holidays.

Calendar

The next regular meeting will be held on Wednesday, January 15, 2025, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:33 p.m.

Kevin Mayo, Secretary

Sherri Voshell for

Rick Heumann, Chair

ITEM 22

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-067

Date: February 03, 2025
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

February 6, 2025

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: St. Andrew the Apostle Catholic Church
Applicant: Rev. Fr. Teilo M. Lwande, AJ
Event Details: An Intimate Evening with Bishop Emeritus Olmsted, Thursday, February 20, 2025, from 6:00 p.m. until 10:00 p.m.
Location: St. Andrew the Apostle Catholic Church, Hennessy Hall, 3450 W. Ray Road

Organization Name: Downtown Chandler Community Foundation
Applicant: Rebecca Hill
Event Details: Downtown Chandler BBQ Festival, Saturday, March 1, 2025, from 11:00 a.m. until 8:00 p.m., and Sunday, March 2, 2025, from 11:00 a.m. until 6:00 p.m.
Location: Dr. A.J. Park, 3 S. Arizona Avenue

Organization Name: Chandler Chamber of Commerce
Applicant: Theresa Kimble
Event Details: Chandler Chamber Ostrich Festival, Friday, March 14, 2025, from 2:00 p.m. until Midnight, Saturday, March 15, 2025, from 10:00 a.m. until Midnight and Sunday, March 16, 2025, from 10:00 a.m. until 11:00 p.m.
Location: Tumbleweed Park, 745 E. Germann Road

Organization Name: Chandler Chamber of Commerce
Applicant: Theresa Kimble
Event Details: Chandler Chamber Ostrich Festival, Friday, March 21, 2025, from 2:00 p.m. until Midnight, Saturday, March 22, 2025, from 10:00 a.m. until Midnight and Sunday, March 23, 2025, from 10:00 a.m. until 11:00 p.m.
Location: Tumbleweed Park, 745 E. Germann Road

Temporary Extensions of Liquor License Premises
N/A

Permanent Extensions of Liquor License Premises
N/A