City Council Regular Meeting

Thursday, April 10, 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 REGULAR MEETING open to the public on Thursday, April 10, 2025, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

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

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

Regular Meeting Agenda

City Council Strategic Framework Focus Areas: Legend

- Community Safety
- Neighborhoods
- Quality of Life
- Sustainability and Technology
- Connectivity
- Economic Vitality

Call to Order

Roll Call

Invocation - Pastor Stephen Foss, First Baptist Church Sun Lakes

Pledge of Allegiance

Consent Agenda

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

Proposed Motion: Move to approve the Consent Agenda of the April 10, 2025, Regular Meeting, Items 1 - 23.

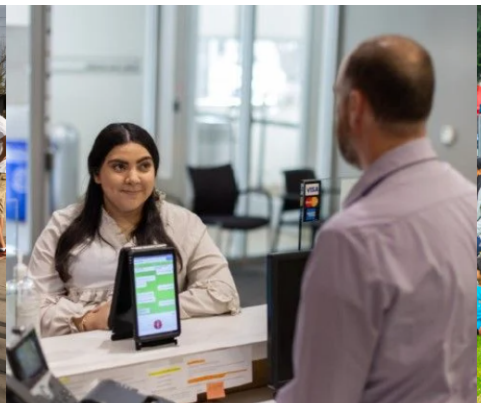
City Clerk

1. **Approval of Minutes**

   Move City Council approve the Council meeting minutes of the Regular Meeting of March 24, 2025, the Study Session of March 24, 2025, and the Regular Meeting of March 27, 2025.

2. **Boards and Commissions Member Appointments**

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



City Manager

3. **Final Adoption of No. Ordinance 5122, Amending the Code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to Add Regulations Regarding Urban Camping**

   Move City Council adopt Ordinance No. 5122, amending the code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to add regulations regarding urban camping.

   Council Focus Area(s):

4. **Final Adoption of Ordinance No. 5121, Amending the Code of the City of Chandler, Chapter 49 Transportation Commission to Add Regulations Regarding the Use of Transit Stops**

   Move City Council adopt Ordinance No. 5121, Amending the Code of the City of Chandler, Chapter 49 Transportation Commission to Add Regulations Regarding the Use of Transit Stops.

   Council Focus Area(s):

5. **Professional Services Agreement No. TP2502.201, with Kimley-Horn and Associates, Inc., for the Paseo Trail Crossing Improvements Design Services**

Move City Council award Professional Services Agreement No. TP2502.201 to Kimley-Horn and Associates, Inc., for the Paseo Trail Crossing Improvements Design Services, in an amount not to exceed $430,825.09.

Council Focus Area(s):

Community Services

6. **Purchase of BiblioCommons Software Suite for Chandler Public Library**

Move City Council approve the purchase of the software suite for online services for the Chandler Public Library, from BiblioCommons, in a total amount not to exceed $283,916.63, for a three-year period, beginning at a prorated term of October 1, 2025, through April 4, 2028.

Council Focus Area(s):

Cultural Development

7. **Resolution No. 5886, Authorizing the Grant Application for and the Acceptance of an Indian Gaming Revenue Sharing Grant from the Fort McDowell Yavapai Nation on behalf of the Chandler Cultural Foundation, up to the Maximum Amount Awarded, to Support the Concert Truck Program**

Move City Council pass and adopt Resolution No. 5886, authorizing the grant application for and the acceptance of an Indian Gaming Revenue Sharing Grant from the Fort McDowell Yavapai Nation on behalf of the Chandler Cultural Foundation, up to the maximum amount awarded, to support the Concert Truck Program.

Council Focus Area(s):

Development Services

8. **Introduction and Tentative Adoption of Ordinance No. 5124, Rezoning, PLH24-0045 Beach House, Located at 603 E Carla Vista Drive, Generally Located North and East of the Northeast Corner of Arizona Avenue and Chandler Boulevard**

Move City Council introduce and tentatively adopt Ordinance No. 5124 approving PLH24-0045 Beach House, Rezoning from Single-Family District (SF-8.5) to SF-8.5/Planned Area Development to allow for additional detached structures in the rear yard with reduced setbacks, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

9. **Final Adoption of Ordinance No. 5120, Rezoning, PLH24-0041 Nirvana at Ellis, Generally Located South of the Southeast Corner of Frye Road and Ellis Street**

Move City Council adopt Ordinance No. 5120, approving PLH24-0041 Nirvana at Ellis, Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for Multi-Family Residential, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

10. **Entertainment Use Permit, PLH22-0037 St Amand Kitchen & Cocktails, 3990 S Alma School Rd #3, Generally Located at the Northwest Corner of Alma School and Ocotillo Roads**

Move City Council approve Entertainment Use Permit, PLH22-0037 St Amand Kitchen & Cocktails for an entertainment use permit approval to allow live indoor entertainment, including live acoustic musical performances and outdoor speakers for ambient music, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):

Economic Development

11. **Resolution No. 5894, Authorizing Support for a Foreign Trade Zone Designation and Application for Catalina Components Incorporated; Approving the Related Intergovernmental Agreement Between the City of Chandler and the City of Phoenix**

Move City Council pass and adopt Resolution No. 5894, authorizing support for a Foreign Trade Zone designation and application for Catalina Components Incorporated; approving the related Intergovernmental Agreement between the City of Chandler and the City of Phoenix; and authorizing the Mayor to execute the Intergovernmental Agreement on behalf of the City of Chandler.

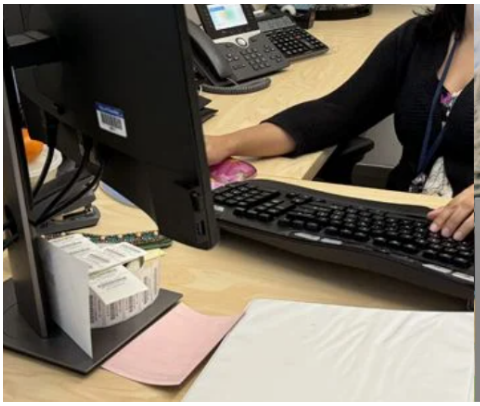
Council Focus Area(s):

Human Resources

12. **Resolution No. 5893 Personnel Rule 12 Amendment, Section 1, Period of Probation and Section 4, Reporting**

Move City Council pass and adopt Resolution No. 5893 Amending Personnel Rule 12, Section 1, Period of Probation and Section 4, Reporting.

Council Focus Area(s):



Management Services

13. **Agreement No. 4596, Amendment No. 2, Audit Services**

Move that City Council approve Agreement No. 4596, Amendment No. 2, with Heinfeld, Meech & Co., for audit services, in an amount not to exceed $144,250, for the period of one year, beginning June 1, 2025, through May 31, 2026.

14. **License Series 10, Beer and Wine Store Liquor License Application for Stephen Chung Sze, Agent, Lee Lee Oriental Supermart, LLC, DBA Lee Lee Oriental Supermart**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 330160, a Series 10, Beer and Wine Store Liquor License, for Stephen Chung Sze, Agent, Lee Lee Oriental Supermart, LLC, DBA Lee Lee Oriental Supermart, located at 2025 N. Dobson Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 309134.

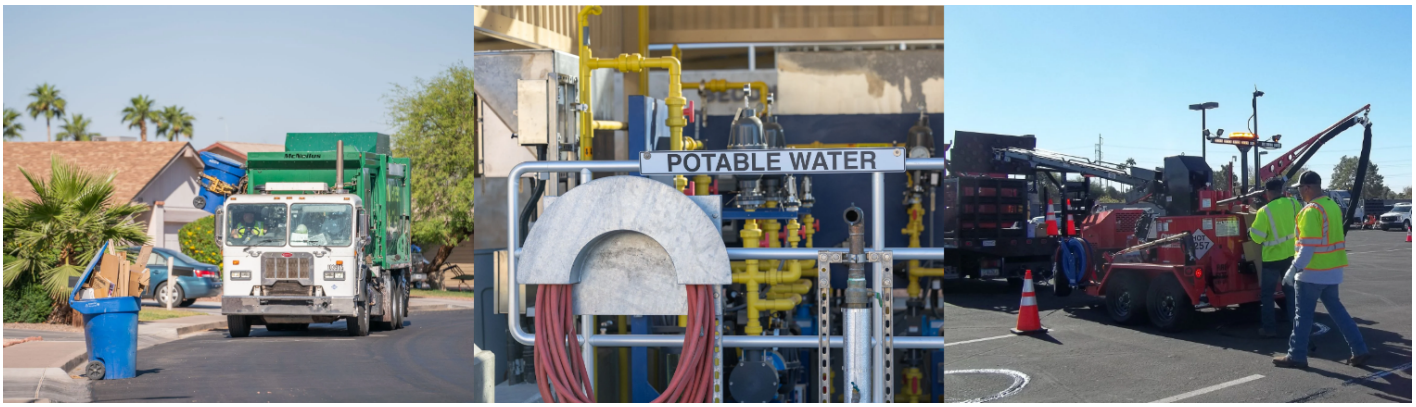
Council Focus Area(s):

Neighborhood Resources

15. **Resolution No. 5887, Authorizing a Grant Application for and Acceptance of an Indian Gaming Revenue Sharing Grant from the Fort McDowell Yavapai Nation**

Move City Council pass and adopt Resolution No. 5887, authorizing the grant application for and the acceptance of an Indian Gaming Revenue Sharing Grant from the Fort McDowell Yavapai Nation in the amount of $150,000 for the Housing Youth Program.

Council Focus Area(s):



Public Works and Utilities

16. **Professional Services Agreement No. WA2203.271, with GHD, Inc., for Water Main Replacement Post-Design Services**

Move City Council award Professional Services Agreement No. WA2203.271, to GHD, Inc., for Water Main Replacement Post-Design Services, in an amount not to exceed $257,584.

Council Focus Area(s):

17. **Professional Services Agreement No. WA2203.451, Amendment No. 1, with Dibble CM, LLC, for Water Main Replacement Construction Management Services**

Move City Council award Professional Services Agreement No. WA2203.451, Amendment No. 1, to Dibble CM, LLC, for Water Main Replacement Construction Management Services, increasing the agreement amount by $862,802.50.

Council Focus Area(s):

18. **Construction Manager at Risk Construction Services Agreement No. WA2203.401, with Achen-Gardner Construction, LLC, for Water Main Replacements**

Move City Council award CMAR Construction Services Agreement No. WA2203.401, to Achen-Gardner Construction, LLC, for Water Main Replacements, in an amount not to exceed $13,560,538.17.

Council Focus Area(s):

19. **Professional Services Agreement No. ST2303.501, SRP Contract No. 4224547, with Salt River Project, for the Cooper Road/ Insight Way Loop Extension Improvements Design Services**

Move City Council award Professional Services Agreement No. ST2303.501, SRP Contract No. 4224547, to SRP, for the Cooper Road/Insight Way Loop Extension Improvements Design Services, in an amount not to exceed $243,133.

Council Focus Area(s):

20. **Purchase of Laboratory Testing Services from Aquatic Consulting & Testing, Inc.; Eurofins Environment Testing Southwest; Eurofins Eaton Analytical; and Legend Technical Services, utilizing City of Mesa Contract No. 2021181, in a combined amount not to exceed $676,000, for a one-year term, April 7, 2025, through March 31, 2026**

Move City Council approve the purchase of laboratory testing services, from Aquatic Consulting & Testing, Inc.; Eurofins Environment Testing Southwest; Eurofins Eaton Analytical; and Legend Technical Services, utilizing City of Mesa Contract No. 2021181, in a combined amount not to exceed $676,000, for a one-year term, April 7, 2025, through March 31, 2026.

Council Focus Area(s):

21. **Purchase of Seal Truck**

Move City Council approve the purchase of a seal truck, from Rush Peterbilt Truck Centers, utilizing Sourcewell Contract No.032824-PMC, in the amount of $406,175.84.

Council Focus Area(s):

22. **Construction Manager at Risk Pre-Construction Services Agreement No. WW2401.251, with McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements Phase 3**

Move City Council award CMAR Pre-Construction Services Agreement No. WW2401.251, to McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements Phase 3, in an amount not to exceed $1,655,273.

Council Focus Area(s):

23. **Resolution No. 5891, Authorizing the Acquisition of Real Property Rights Required for the Water Main Replacement Project No. WA2409, within the Olsen Addition; Authorizing the City's Real Estate Administrator to Sign the Purchase Agreements and Any Other Documents Necessary to Facilitate the Project; Authorizing Eminent Domain Proceedings as Needed to Acquire Real Property Rights and Obtain Immediate Possession Thereof; and, Relocation Assistance as may be Required by Law**

Move City Council pass and adopt Resolution No. 5891, authorizing the acquisition of real property rights required for the Water Main Replacement Project No. WA2409, within Olsen Addition; authorizing the city's real estate administrator to sign the purchase agreements and any other documents necessary to facilitate the project; authorizing eminent domain proceedings as needed to acquire real property rights and obtain immediate possession thereof; and, relocation assistance as may be required by law.

Council Focus Area(s):

Informational

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

25. **February 19, 2025, Planning and Zoning Commission Meeting Minutes**

Unscheduled Public Appearances

Current Events

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

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

City Council Memorandum City Clerk's Office Memo No.

Date:	April 10, 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 Regular Meeting of March 24, 2025, the Study Session of March 24, 2025, and the Regular Meeting of March 27, 2025.

Attachments

Regular Meeting Minutes of March 24, 2025
Study Session Minutes of March 24, 2025
Regular Meeting Minutes of March 27, 2025

Meeting Minutes
City Council Regular Meeting

March 24, 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 6:04 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Christine Ellis
Councilmember Angel Encinas
Councilmember Jane Poston
Councilmember Matt Orlando
Councilmember OD Harris – departed at 6:20
Councilmember Jennifer Hawkins

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

Invocation
The invocation was given by Pastor Gary Davis, Southeast Valley Bible Church.

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

Scheduled Public Appearances
1. Service Recognitions
Mitch Robinson – 20 Years, IT
Abraham Maura – 25 Years, Development Services
Joe Flores – 35 Years, Public Works & Utilities

2. Recognition: Community Hero Award, Office Brian Larison

MAYOR HARTKE invited Council, Bryan Chapman, Police Chief; and Brian Larison, Police Officer; to be recognized for his bravery and quick thinking.

CHIEF CHAPMAN stated that Officer Larison embodies the professionalism and dedication of every Chandler police officer. Chief Chapman noted that Officer Larison's actions on the freeway were a testament to human kindness, as he helped someone in imminent danger. Chief Chapman emphasized that there are no coincidences in life and believes Officer Larison was in that position for a reason, ultimately saving a life and showcasing the greatness of the City of Chandler.

AYMEE RUIZ expressed her deep gratitude to Officer Larison for saving her life and recognized him during the Community Hero award ceremony. She emphasized that he truly deserves the honor and felt privileged to share her thanks with everyone.

3. Proclamation: Library Week

MAYOR HARTKE read the proclamation and invited Susan Van Horne, Library Manager; Jo-el Miller, Library Branch Manager; and Caryn Nall, Library Branch Manager; to accept.

MS. VAN HORNE encouraged everyone to come to the library to register for a library card, noting that there is something for everyone at the library.

4. Proclamation: Valley Bike Month

MAYOR HARTKE read the proclamation and invited Jason Crampton, Transportation Planning Manager, and the Okasin family to accept.

MR. CRAMPTON announced that registration is still open for the Family Bike Ride on April 5, starting at 7:30 a.m., with the ride at 8:30 a.m. He recognized the Okasin family, Dave, Leslie, Anna, and Caitlyn, for their decade-long participation and expressed appreciation for their commitment to bicycling.

Consent Agenda and Discussion

City Clerk

1. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Special Joint Meeting with the Planning and Zoning Commission of February 6, 2025, the Work Session of February 20, 2025, the Regular Meeting of February 20, 2025, the Work Session and Special Meeting of February 24, 2025.

2. Appointment of General Plan Resident Advisory Committee Chair Move City Council appoint Boyd Dunn as Chair of the General Plan Resident Advisory Committee.

Mayor and Council

3. Ordinance No. 5123, Introduction and Tentative Adoption Amending Ordinance No. 5109 by Amending the Sunset Date of the Resident Bond Exploratory Committee and Subcommittees

   Move City Council introduce and tentatively adopt Ordinance No. 5123, amending Ordinance No. 5109 by amending the sunset date of the Resident Bond Exploratory Committee and Subcommittees; providing for repeal of conflicting ordinances; and providing for severability.

Public Works and Utilities

4. Final Adoption of Ordinance No. 5117, Amending the Code of the City of Chandler, Chapter 52 Water Services, Article VI Sustainable Water Allocation Regulations, to Add High Density Residential, Reclaimed Water, and Redevelopment Regulations

   Move City Council adopt Ordinance No. 5117, amending the code of the City of Chandler, Chapter 52 Water Services, Article VI Sustainable Water Allocation Regulations, to add high density residential, reclaimed water, and redevelopment regulations; providing for the repeal of conflicting ordinances; and providing for severability.

Consent Agenda Motion and Vote

Councilmember Orlando moved to approve the Consent Agenda of the March 24, 2025, Regular City Council Meeting; Seconded by Councilmember Poston. Councilmember OD Harris Absent/excused.

Motion carried unanimously (6-0).

Adjourn

The meeting was adjourned at 6:27 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: April 10, 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 24th day of March 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of April, 2025.

_____

City Clerk

Meeting Minutes
City Council Study Session

March 24, 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 6:27 p.m.

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

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

Absent/Excused
Councilmember OD Harris - excused

Consent Agenda and Discussion
Discussion was held on items 3, 8, 11,12, 24, and 32.

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

City Manager
2. Introduction and Tentative Adoption of Ordinance No. 5122, Amending the Code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to Add Regulations Regarding Urban Camping.

Move City Council introduce and tentatively adopt Ordinance No. 5122, amending the code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to add regulations regarding urban camping.

3. Introduction and Tentative Adoption of Ordinance No. 5121, Amending the Code of the City of Chandler, Chapter 49 Transportation Commission to Add Regulations Regarding the Use of Transit Stops
Move Council introduce and tentatively adopt Ordinance No. 5121, amending the code of the City of Chandler, Chapter 49 Transportation Commission to add regulations regarding the use of transit stops.

LEAH POWELL, Neighborhood Resources Director, presented a briefing presentation. She stated items two and three are related, as they focus on changes to city ordinances. The City of Chandler has been following recent Supreme Court rulings on homelessness, as well as Proposition 312, which was passed in the fall. These ordinances serve as another tool to encourage individuals experiencing homelessness to engage with available services. The changes allow for the management of bus stops, with operating hours adjusted to close approximately an hour after the last bus run and open about 30 minutes to an hour before the first bus route. This will help address situations where individuals set up encampments at transit stops. With these updates, police and the navigation team can continue working together, especially in cases where individuals have a significant number of personal belongings. Police already have a system for collecting and storing items, and the navigation team assists individuals who need to replace items while engaging in services. The ordinance also allows for citations related to urban camping, with efforts focused on connecting people to services before issuing such citations. Additionally, the city continues to address encampments on private property, with code enforcement, police, and the navigation team working together to notify property owners and ensure encampments are cleaned up.

COUNCILMEMBER ENCINAS asked for a breakdown of the process when an encampment appears, particularly within 24 hours, including whether the police or navigation team responds first, and the steps involved in addressing the issue.

MS. POWELL said the response to encampments will be handled case-by-case, with the navigation team usually addressing the situation first by offering services. They work closely with the police, who are called if the situation escalates, such as in cases of vandalism or safety concerns. The goal is to connect individuals to resources, and the process involves constant communication between the navigation team and police to ensure the best outcome for those involved.

COUNCILMEMBER ENCINAS said he has concerns about the potential misdemeanor penalties for individuals creating encampments, noting that they are already in difficult situations. He asked for clarification on how penalties are applied and how discretion is exercised in these cases.

MS. POWELL said that police officers have the discretion to issue warnings first, particularly in non-emergency situations. They can connect individuals experiencing homelessness to resources and navigators. If someone receives a citation, they can go through support court designed for homeless individuals. In this court, a judge will create a personalized plan for the person, and if they comply, charges may be reduced or dropped. This initiative serves as a valuable resource for those facing citations.

COUNCILMEMBER ENCINAS asked if a misdemeanor would be the lowest level of penalty applied in these cases.

MS. POWELL said that a misdemeanor would be the lowest level of penalty on the criminal side. She said if an issue occurs on private property, the property owner could pursue a civil case, though she has not seen this happen in Chandler yet.

KELLY SCHWAB, City Attorney, stated that most of the crimes defined in the city's code are classified as class one misdemeanors, with the option of issuing a civil traffic citation that only allows for a fine as a remedy. She highlighted the advantage of designating these offenses as crimes, especially when dealing with reluctant cooperators, as it provides opportunities for support court and probation to help monitor and encourage compliance with the law. Ms. Schwab clarified that there are three levels of misdemeanors: Class One, Class Two, and Class Three, where Class One is the lowest and most commonly used in the city's code, consistent with other municipalities. Ms. Schwab recommended against using a civil approach in these cases, as it limits enforcement to just fines without the additional tools available through criminal penalties.

COUNCILMEMBER ENCINAS thanked Ms. Schwab for the clarification, stating that he wanted to better understand the process. He said it sounds like there will be some level of discretion and a plan for adjustments if necessary. Councilmember Encinas also mentioned that his other question regarding the handling of valuable items was addressed, as he understood that the Police Department is working on a collection process.

MS. POWELL said both the Police Department and the navigation team are involved in collecting items. If needed, the navigation team assists the police by handling items, especially in overnight situations. The city uses bins to store belongings and plans to purchase additional bins for secure storage.

MAYOR HARTKE asked if every city around them has adopted or is in the process of adopting similar measures.

MS. POWELL said that this is correct, adding that it is important for Chandler to have the same tools as other cities to ensure consistency throughout the valley. Ms. Powell said this helps prevent Chandler from facing undue pressure due to a lack of resources and tools.

MAYOR HARTKE recalled an issue in Chandler that caused disruptions. He said the new ordinance would help address homelessness while ensuring people are located safely, without posing a threat to others.

MS. POWELL said the goal is to ensure individuals are linked to resources, as it often becomes a health and safety concern.

VICE MAYOR ELLIS asked for clarification regarding the potential burden Chandler could face if the city does not implement the plan. She referred to a previous comment about being "bogged down" by additional resources, noting that surrounding areas already have the plan in place. Vice Mayor Ellis asked what this would look like and why Chandler would be more burdened without the plan.

MS. POWELL said in the past, when a city enforces certain measures, homelessness can sometimes shift across borders, with individuals moving into Chandler from other areas. Ms. Powell said that this often happens because those individuals are facing pressure from the enforcing city. The goal is to level the playing field by ensuring all cities are using the same tools, preventing one city from pushing the issue onto another.

4. Resolution No. 5876, Approving the City of Chandler Title VI Implementation Plan for Transit Services 2024 Update
   Move City Council pass and adopt Resolution No. 5876, approving the City of Chandler Title VI Implementation Plan for Transit Services 2024 Update.

5. Resolution No. 5874 Authorizing the Execution of a License to use Salt River Project property, Located at the Consolidated Canal between Germann Road and Chandler Boulevard, to Conduct the Annual City of Chandler Family Bike Ride
   Move City Council pass and adopt Resolution No. 5874 authorizing the execution of a license to use Salt River Project property, located at the Consolidated Canal between Germann Road and Chandler Boulevard, to conduct the annual City of Chandler Family Bike Ride.

6. Resolution No. 5875, Authorizing a Grant Application for, and Acceptance of Grant Funds from, the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program in the Amount of $90,000
   Move City Council pass and adopt Resolution No. 5875, authorizing a grant application for and acceptance of grant funds from the Section 5310 federal grant program in the amount of $90,000.

Community Services

7. Purchase of Landscape Sprinkler and Irrigation Supplies

Move City Council approve the purchase of landscape sprinkler and irrigation supplies, from Ewing Irrigation Products, Inc.; Horizon Distributors, Inc.; and Sprinkler World of Arizona, Inc.; utilizing the City of Scottsdale Contract No. 22PB016, and with Ewing Irrigation Products, Inc.; and Horizon Distributors, Inc.; utilizing the City of Mesa Contract No. 2025088, in a combined amount not to exceed $350,000.

8. Professional Services Agreement No. PR2401.202, with J2 Engineering & Environmental Design, LLC, for the Mesquite Groves Park Design Services Move City Council Award Professional Services Agreement No. PR2401.202 to J2 Engineering & Environmental Design, LLC, for the Mesquite Groves Park Design Services, in an amount not to exceed $4,731,605.

JOHN SEFTON, Community Services Director, presented the following briefing. The staff has requested approval for a professional services agreement with J2 Engineering and Environmental Design for the Mesquite Groves Park Design Services, with a budget not to exceed $4.7 million. The City of Chandler purchased the 100-acre property in 2002, which will serve as a recreational area for the community. The park currently features the Mesquite Groves Aquatic Center, Chandler's most popular pool, built in 2008. It offers various amenities, including a five-acre fishing lake, four soccer and multi-purpose fields (which can also serve as cricket pitches), three diamond fields, and potential future phases, such as a 25,000 square-foot recreation center. Other features include a playground, splash pad, skate/BMX pump track, pickleball courts, basketball courts, picnic areas, and walking paths. The 90-acre addition will provide fitness trails, along with facilities like pull-up bars. Over the years, the park has gained support from residents, including those who moved to the area with young children, some of whom now have grandchildren who may enjoy the park. The city has carefully managed its finances through the strategic use of community development impact fees and bond funding. The Mayor and City Council will have the opportunity to consider this project, along with its second phase, for inclusion in this year's bond funding. The planning process has included two public meetings and significant engagement with the community. More than 6,500 invitations were sent out, yielding over 460 responses. The design reflects the feedback from these public meetings. J2 Engineering, which has worked on several parks in Chandler, is excited to lead this project. Mr. Sefton would like to acknowledge Alyssa Siqueiros, Dan Haskins, and Mickey Oland for their hard work on the project. For more information, the public is encouraged to visit chandleraz.gov/mesquitegrovespark.

COUNCILMEMBER POSTON thanked Mr. Sefton for the briefing, noting the positive response from the Council. She mentioned attending public meetings and recognized that some neighbors have been waiting a long time for these developments, with some children now in college. Councilmember Poston expressed pride in the Council's commitment to fulfilling promises to the community. She specifically highlighted the addition of a cricket field, reflecting the increasing demand in the neighborhood. Councilmember Poston thanked Mr. Sefton for the presentation and urged the team to proceed with the project.

Cultural Development

9. Resolution No. 5880 Authorizing Modification of the Assessment Diagram; Making a Statement and Estimate of Expenses for the Downtown Chandler Enhanced Municipal Services District; Completing the Assessment; Setting the Date for the Hearing on the Assessment; and Ordering the Giving of Notice of Such Hearing
   Move City Council pass and adopt Resolution No. 5880 authorizing modification of the assessment diagram for the Downtown Chandler Enhanced Municipal Services District; making a statement and estimate of expenses for the district; completing the assessment; setting the date for the hearing on the assessment; and ordering the giving of notice of such hearing.

10. Construction Manager at Risk (CMAR) Pre-Construction Services Agreement No. CA2402.251 with Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1
    Move City Council award CMAR Pre-Construction Services Agreement No. CA2402.251 to Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1, in an amount not to exceed $175,583.

11. Resolution No. 5884, Adopting a First Amendment to the Development Agreement between One Chandler Owner, LLC, and the City of Chandler, Approving an Extension to the Agreement Term and an Extension for the Deadline to Commence Construction at the Property Generally Located at the Northeast Corner of Buffalo Street and Arizona Avenue
    Move City Council pass and adopt Resolution No. 5884 adopting a first amendment to the Development Agreement between One Chandler Owner, LLC, and the City of Chandler, approving an extension to the agreement term and an extension for the deadline to commence construction at the property generally located at the northeast corner of Buffalo Street and Arizona Avenue.

COUNCILMEMBER POSTON asked about the one-year number, whether it was strategic or random, and what changes were expected in that time frame.

KIM MOYERS, Cultural Development Director, explained that during the 2022 development agreement with Jackson Dearborn, the effects of COVID-19 were still prominent. Despite economic changes since then, Jackson Dearborn has met every deadline and maintained clear communication about challenges in the current office market. They are seeking 12 months to explore potential adjustments in their mixed-use development and have indicated they will move faster if possible. Ms. Moyers said that while such challenges are common, Jackson Dearborn has consistently fulfilled their commitments throughout the process.

COUNCILMEMBER POSTON expressed her appreciation for Jackson Dearborn's communication with city staff and the city manager. She supports giving Jackson Dearborn the necessary time they need, with the understanding that they will continue to progress in fulfilling their obligations.

Councilmember Poston emphasized that this project is significant for the downtown area, particularly at the northern entryway. While she is enthusiastic about Jackson Dearborn's efforts, she remains hopeful that they will successfully deliver on their commitments.

VICE MAYOR ELLIS asked about the financial constraints, recalling a conversation with the City Manager regarding Jackson Dearborn's interest in adding more units to the area designated for the mixed-use development. Vice Mayor Ellis asked whether there had been discussions with Jackson Dearborn about how to collaboratively find a solution to this issue.

MS. MOYERS said there are upcoming challenges in the office market, noting the difficulty in securing financing for smaller amounts tied to larger projects. Ms. Moyers said there are opportunities for additional multi-family developments and indicated they would work on finding the right balance to help secure financing in the coming months.

Development Services

12. Resolution No. 5883, and Introduction of Ordinance No. 5120, Area Plan Amendment, Rezoning and Preliminary Development Plan, PLH24-0032/PLH24-0041 Nirvana at Ellis, generally located south of the southeast corner of Frye Road and Ellis Street

    Area Plan

    Move City Council approve Resolution No. 5883 San Tan Area Plan Amendment, PLH24-0032, as recommended by Planning and Zoning Commission.

    Rezoning

    Move City Council introduce and tentatively adopt Ordinance No. 5120 approving PLH24-0041 Nirvana at Ellis, Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for Multi-Family Residential, subject to the conditions as recommended by Planning and Zoning Commission.

    Preliminary Development Plan

    Move City Council approve Preliminary Development Plan PLH24-0041 Nirvana at Ellis for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

COUNCILMEMBER ORLANDO asked about the number of units currently approved and zoned, along with the activities the city has engaged in to facilitate development.

KEVIN SNYDER, Development Services Director, said there are currently 1,839 approved units, with 2% being single-family homes and the rest multifamily units. These units have received their entitlements and are awaiting the next steps in the process.

COUNCILMEMBER ORLANDO commented that it is less than what was heard a year ago.

MR. SNYDER said that while there has been some market absorption, national influences on mortgage rates and construction financing have limited the expected number of units.

COUNCILMEMBER ORLANDO asked if the 1,839 approved units are remaining or what will be worked on.

MR. SNYDER said 1,839 units remaining.

COUNCILMEMBER ORLANDO said this is a great project involving duplexes and looked forward to seeing these builds.

COUNCILMEMBER ORLANDO mentioned the progress on Item 11, noting the development of some of the thousand units, previously over 2,000. He reiterated that housing is the top issue in Arizona and nationally, expressing frustration over the pent-up demand despite support from legislators. Acknowledging economic challenges, he questioned whether there was a high confidence level in seeing these projects advance, worrying he might still be adding to the list of over 1,000 units a year from now.

MR. SNYDER said the staff is dedicated to collaborating with various departments and the Council to address the housing need noted by Councilmember Orlando. They aim to explore alternative solutions to bring housing units to market and improve the situation in their city.

COUNCILMEMBER ORLANDO asked if the applicant was present.

MR. SNYDER stated that the applicant was unavailable but emailed us to notify us of their intention to start construction this summer. If approved by the City Council, they will submit construction documents soon and aim to begin early activities by summer 2025.

COUNCILMEMBER ORLANDO said he is in support of moving forward but called for stronger language to advance the development. He suggested staff consider incentives to expedite construction and proposed accountability measures for meeting obligations. Councilmember Orlando noted that each unit would help address housing issues for underserved communities.

MR. SNYDER said they would communicate very strongly to the applicant the Council’s interest in seeing the project move forward. Mr. Snyder emphasized that they would work closely with the applicant to ensure that the timelines expected by the Council, as well as those indicated in the applicant's communications, are met.

COUNCILMEMBER ORLANDO asked about the ideas and thoughts on the future, as well as the proposed timelines associated with those plans.

MR. SNYDER said they are working on a housing assessment and study to identify strategies for the Council's consideration, expected to be completed later this summer. In the meantime, they plan to meet internally to explore alternative methods, as statutory limitations exist. Mr. Snyder

said regulatory approaches or financial incentives might help stimulate building activity, and they will prepare a package of strategies to present to the Council over the coming months.

COUNCILMEMBER ORLANDO said that their aim is not to be punitive; rather, he is focused on finding ways to accelerate housing development. He said that during their recent attendance at the National League of Cities, housing emerged as the top topic of discussion across the United States. Councilmember Orlando hopes that by addressing this issue, they can contribute to making the housing situation a bit more comfortable for everyone in their community.

MAYOR HARTKE asked about the current market in Chandler and requested information on market saturation, rental rates, and occupancy percentages. He noted that approximate figures would suffice and asked for these details to be provided at their convenience.

VICE MAYOR ELLIS said due to the unfamiliarity with the builder, she wanted to understand the nature of their relationship throughout the process. She requested a timeline to visualize the builder's responsiveness, starting from the time the application was submitted and continuing through to the present, where the builder believes they are ready to begin construction by summer. Vice Mayor Ellis said having a clear understanding of this progression would provide the team with greater confidence moving forward.

MR. SNYDER said the team has had a good working relationship with the builder. Mikayela Liburd, the assigned planner, has worked diligently with them, and they have been responsive to all information requests. The builder has promptly addressed revisions to their application materials. Recently, they received approval from the Planning and Zoning Commission, demonstrating their progress. Throughout the process, they have worked closely with the team to meet expectations, respond to design modifications, and improve on areas where feedback was provided. Mr. Snyder said the builder has been easy to work with, and as of now, there are no concerns from staff regarding the project's progression. However, he emphasized that the message would be conveyed strongly that the Council expects them to move forward with the project.

13. Resolution No. 5878, Authorizing a Wireless License Agreement between the City of Chandler and SBA 2012 TC Assets, LLC, for an Existing Macro Cell Site Located at Snedigar Park

    Move City Council pass and adopt Resolution No. 5878, authorizing the Mayor to execute the license agreement between the City of Chandler and SBA 2012 TC Assets, LLC, for the existing Orbital macro cell site, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

14. Resolution No. 5879, Authorizing a Wireless License Agreement between the City of Chandler and T-Mobile West, LLC, for a Proposed Macro Cell Site at Pima Park

    Move City Council pass and adopt Resolution No. 5879, authorizing the Mayor to execute the license agreement between the City of Chandler and T-Mobile West, LLC, for the

proposed macro cell site located at Pima Park, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

15. Purchase of Cisco Network Hardware
Move City Council approve the purchase of fiber network hardware, from Sentinel Technologies, utilizing the 1GPA Contract No. 22-02PV-18, for fiber optic facilities at Desert Breeze Substation and Brooks Crossing Park, in an amount not to exceed $280,658.26.

Facilities and Fleet

16. Agreement No. BF3-936-4600, Amendment No. 1, for Fire Protection Services
Move City Council approve Agreement No. BF3-936-4600, Amendment No. 1, with CFP Backflow Services, Inc., for fire protection services, in a total amount not to exceed $928,600, for the period of one year, beginning February 8, 2025, through February 7, 2026.

17. Agreement No. FD5-060-4882, OEM Auto Parts and Service
Move City Council approve Agreement No. FD5-060-4882, with Earnhardt Chrysler Dodge Jeep Ram, Earnhardt Chandler Cadillac, Earnhardt Chevrolet, Earnhardt Ford, Earnhardt Queen Creek Chrysler Dodge Jeep Ram, and San Tan Ford, for OEM auto parts and service, for a period of one year, April 1, 2025, through March 31, 2026, in a combined total amount not to exceed $350,000.

Fire Department

18. Agreement No. FD3-200-4486, Amendment No. 3, with 03530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for Fire Uniforms
Move City Council approve Agreement No. FD3-200-4486, Amendment No. 3, with 03530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for fire uniforms, increasing the spending limit in the amount of $125,000.

19. Agreement No. FD4-345-4690, Amendment No. 2, for Fire Emergency Medical Supplies
Move City council approve Agreement No. FD4-345-4690, Amendment No. 2, with Bound Tree Medical, LLC, for fire emergency medical supplies, in an amount not to exceed $200,000, for a one-year period, April 1, 2025, through March 31, 2026.

Human Resources

20. Agreement No. HR9-962-4689, Amendment No. 1, with Marathon Staffing, for Temporary Staffing Services
Move City Council approve Agreement No. HR9-962-4689, Amendment No. 1, with Marathon Staffing, for temporary staffing services, in an amount not to exceed $1,102,945, for a one-year term, April 1, 2025, through March 31, 2026.

Information Technology

21. Purchase of Enterprise Asset Management (EAM) System Annual Support and Maintenance

Move City Council approve the purchase of enterprise asset management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in an amount not to exceed $117,800, for the period of one year, beginning July 1, 2025, through June 30, 2026.

22. Purchase of Proofpoint Network Security Software
Move City Council approve the purchase of Proofpoint network security software, from SHI International, Inc., utilizing the Omnia Partners Contract No. 2018011-02, in an amount not to exceed $268,238, for the period of one year, April 11, 2025, through April 10, 2026.

23. Agreement No. IT2-918-4438, Amendment No. 4, with CE Wilson Consulting, for Professional and Project Consulting Services
Move City Council approve Agreement No. IT2-918-4438, Amendment No. 4, with CE Wilson Consulting, for professional and project consulting services, for a period of one year, January

Management Services

24. Resolution No. 5877 Pension Funding Policy Updates
Move Council pass and adopt Resolution No. 5877, adopting the updated Pension Funding Policy accepting the City's share of assets and liabilities under the Public Safety Personnel Retirement System Actuarial Valuation Report.

DAWN LANG, Deputy City Manager – Chief Financial Officer, gave a briefing presentation. The City of Chandler has nine financial policies that establish sustainable financial practices, which are reviewed annually. This year, only one policy is being updated: the pension funding policy. As required by Arizona Revised Statute, the policy is updated annually to reflect the assets, liabilities, and current funded ratio of the pension plan, which covers public safety personnel (police and fire) under the Public Safety Personnel Retirement System. In 2021, the funded ratio was just 59.9%. Ms. Lang reported that the current update shows the system is now 94.4% funded. The policy also includes the Council's goal of reaching and maintaining 100% funding. Additionally, the Arizona State Retirement System (ASRS) policy is updated this year, reflecting a 74% funded status.

COUNCILMEMBER ORLANDO said there are no major changes to the policy, aside from the updates to the funding percentages and the addition of the goal to not only fully fund but also maintain that funding in the future. He mentioned that the recent budget session addressed many questions, and he appreciated the clarity provided. Councilmember Orlando said the key message is that paying down the debt will save taxpayers millions of dollars, and the city will continue to work towards that goal.

25. New License Series 12, Restaurant Liquor License Application for Parish G. Patel, Agent, Moraya Ray, LLC, DBA Tikka Shack

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 328638, a Series 12, Restaurant Liquor License, for Parish G. Patel, Agent, Moraya Ray, LLC, DBA Tikka Shack, located at 2855 W. Ray Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309041.

26. License Series 12, Restaurant Liquor License Application for Theresa June Morse, Agent, Miel De Agave Chandler, LLC, DBA Miel De Agave
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 330756, a Series 12, Restaurant Liquor License, for Theresa June Morse, Agent, Miel De Agave Chandler, LLC, DBA Miel De Agave, located at 325 S. Arizona Avenue, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309045.

27. Series 12, Restaurant Liquor License application for Richard Joseph Valenti, Agent for Portillos Hot Dogs, LLC, DBA Portillos Hot Dogs (APPLICANT REQUESTS WITHDRAWAL)
Move to accept withdrawal of the application for a Series 12, Restaurant Liquor License for Richard Joseph Valenti, Agent, Portillos Hot Dogs, LLC, DBA Portillos Hot Dogs, located at 7200 W. Ray Road.

Police Department

28. Resolution No. 5885, Pertaining to the Submission of Projects for Consideration in Arizona's 2026 Highway Safety Plan
Move City Council pass and adopt Resolution No. 5885, authorizing the Chandler Police Department to submit projects for consideration in Arizona's 2026 Highway Safety Plan; and authorizing the Chief of Police to conduct all negotiations and to execute and submit all documents necessary with such grant.

29. Resolution No. 5892 Accepting a Grant Agreement with the Arizona Department of Administration; Approving the Purchase of 9-1-1 Call Handling Equipment from AT&T Corp.; and Authorizing an Appropriation Transfer from the General Fund Contingency Account to the Police Department Grant Fund
Move City Council pass and adopt Resolution No. 5892 approving a grant agreement with the Arizona Department of Administration (ADOA) to reimburse the City for the purchase 9-1-1 call handling equipment and services, and approve the purchase of 9-1-1 call handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp., in an amount not to exceed $1,545,367 for Fiscal Years 2024-25 through FY 2029-30, and authorize an appropriation transfer of $633,582 from the General Fund, Non-Departmental, Contingency Account to the Grant Fund, Police Communications Cost Center, Other Expense Account, 9-1-1 Grant Program.

30. Purchase of Milestone Video Management System (VMS)

Move City Council approve the purchase and implementation of the milestone video management system (VMS), utilizing the State of Arizona Contract No. CTR056385 with Premise One, LLC, in an amount not to exceed $305,494.

31. Purchase of Exterior Security Camera Replacements
Move City Council approve the purchase of exterior security camera replacements from APL Access and Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $263,908.42.

Public Works and Utilities

32. Resolution No. 5836 Authorizing the Acquisition of Strips of Land Within Existing Alleyways, at Appraised Value, Plus Closing Costs and Escrow Fees to Complete the PM10-2024 Dust Control Project No. TO555
Move City Council pass and adopt Resolution No. 5836 authorizing the acquisition of strips of land within existing alleyways, at appraised value, plus closing costs and escrow fees to complete the PM10-2024 Dust Control Project No. TO555; authorizing the city's real estate administrator to sign the purchase agreements, and any other documents necessary to facilitate these 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.

JOHN KNUDSON, Public Works & Utilities Director, gave a briefing. The City of Chandler has had a formal alley rehabilitation program since 2008, following the EPA's PM10 air quality regulation, which aims to reduce particulate matter. The program focuses on mitigating dust in the air. In recent years, Chandler has received federal grant funding through the Maricopa Association of Governments to assist with the cost of these PM10 rehabilitations. The city maintains approximately 104 miles of unpaved alleyways. The grant funding requires environmental surveys and proof of city ownership of the properties being improved. This memo requests authority to acquire two small remnant land pieces necessary to complete the project. These pieces were left out during the subdivision platting process but need to be incorporated into the city right-of-way to move forward with the grant-funded work. In addition to the formal alley rehab program, Chandler's street crews continually maintain and clean the alleys. Next, the city will introduce a slurry tanker truck, which will be used for parking lot restoration and alley maintenance. By next year, all 104 miles of alleys will be completed in the PM10 program, and the slurry tanker will help maintain them in the future. The city is uncertain about securing future grant funding but intends to continue the program with the slurry tanker.

VICE MAYOR ELLIS expressed appreciation for the investment, noting that for the past five years, residents in the northern part of the city have raised concerns about the alleys, which have impacted their quality of life. She emphasized the importance of showing that efforts are being made to address these issues. Vice Mayor Ellis asked how the new truck would help with maintenance and cleanliness, and inquired about the main complaints, particularly illegal

dumping in the alleys, and how the city plans to continue maintaining those areas to prevent such problems in the future.

MR. KNUDSON said that maintaining the alleyways is challenging. While other cities like Tempe and Mesa have blocked alleys with fences or gates, this isn't a feasible option for Chandler due to the city's alley trash service, which residents appreciate and will continue. Mr. Knudson said the solution lies in increased patrols, care, and maintenance, with the city's right-of-way and solid waste teams already working on this daily. The PM10 program, which uses material to create a surface similar to asphalt, has been effective in improving alley conditions. The next project will focus on approximately 20 miles of alleyways from McQueen to Dobson and Chandler Boulevard to Ray, with a $6 million cost. The city will fund 60%, while a grant will cover 40%.

VICE MAYOR ELLIS asked about the level of public involvement in these projects, asking how the city has engaged residents, generated excitement, and gathered input from them on what they would like to see done, given that the alleys are essentially part of their backyards.

MR. KNUDSON said that Chandler residents have a strong attachment to their alleys, and while the city makes significant efforts to notify residents before starting projects, it can be challenging. One issue is the need to move trash containers to the front during work. Mr. Knudson explained that alleys were created for utility access, containing essential infrastructure like water, wastewater, and natural gas lines, which complicates any changes. Despite occasional difficulties, the city works hard to engage with residents, maintain cleanliness, and complete the work as efficiently as possible.

VICE MAYOR ELLIS said she is grateful for the efforts being made by the staff and everyone involved in the project.

33. Professional Services Agreement No. WA2501.201, with Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Large Conference Room Design Services
Move City Council award Professional Services Agreement No. WA2501.201, to Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Large Conference Room Design Services, in an amount not to exceed $120,375.

34. Agreement No. 4674, Amendment No. 2, with Hazen and Sawyer, P.C., for the Lead and Copper Rule Revisions Program Implementation Services
Move City Council approve Agreement No. 4674, Amendment No. 2, with Hazen and Sawyer, P.C., for the Lead and Copper Rule Revisions Program implementation services, increasing the agreement amount by $157,865.

35. Agreement No. PW5-4640-4871, with D&B Construction Group, LLC; Hydra Contracting, LLC; Metering Services, Inc., for Small Water Meter Replacement and Field Verification Services

Move City Council approve Agreement No. PW5-4640-4871, with D&B Construction Group, LLC; Hydra Contracting, LLC; Metering Services, Inc., for small water meter replacement and field verification services, in a combined amount not to exceed $2,500,000, for the term of March 28, 2025, through December 31, 2025, with the option of one additional one-year extension.

36. Purchase of Asphalt Products and Services
Move City Council approve the purchase of asphalt products and services, from Sunland Asphalt & Construction, LLC, utilizing the 1GPA Agreement No. 22-15P-04, in an amount not to exceed $131,765.46.

Public Hearing

37. Public Hearing, Results of Biennial Impact Fee Audit
1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Informational

38. January 15, 2025, Planning and Zoning Commission Meeting Minutes

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

40. Contracts and Agreements Administratively Approved, Month of February 2025

Adjourn

The meeting was adjourned at 7:09 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: April 10, 2025

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council of Chandler, Arizona, held on the 24th day of March 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of April, 2025.

_____

City Clerk

Meeting Minutes
City Council Regular Meeting

March 27, 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 6:04 p.m.

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

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

Invocation
The invocation was given by Pastor Christopher Morris, Foothills Community Church.

Pledge of Allegiance
The Pledge of Allegiance was led by Vice Mayor Ellis.

Consent Agenda and Discussion
City Clerk
1. Boards and Commissions Member Appointments
   Move City Council approve the Board and Commission appointments as recommended.

MAYOR HARTKE recognized newly appointed board and commission members: James Montgomery, Joacim Mattisson, Shaunna Risinger, Cathy Koluch, Chris Hawley, Eric Piepenbrink, Nicholas Gonzales, Melinda Hamilton, and Chris Tiller.

City Manager

2. Introduction and Tentative Adoption of Ordinance No. 5122, Amending the Code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to Add Regulations Regarding Urban Camping.
   Move City Council introduce and tentatively adopt Ordinance No. 5122, amending the code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to add regulations regarding urban camping.

3. Introduction and Tentative Adoption of Ordinance No. 5121, Amending the Code of the City of Chandler, Chapter 49 Transportation Commission to Add Regulations Regarding the Use of Transit Stops
   Move Council introduce and tentatively adopt Ordinance No. 5121, amending the code of the City of Chandler, Chapter 49 Transportation Commission to add regulations regarding the use of transit stops.

4. Resolution No. 5876, Approving the City of Chandler Title VI Implementation Plan for Transit Services 2024 Update
   Move City Council pass and adopt Resolution No. 5876, approving the City of Chandler Title VI Implementation Plan for Transit Services 2024 Update.

5. Resolution No. 5874 Authorizing the Execution of a License to use Salt River Project property, Located at the Consolidated Canal between Germann Road and Chandler Boulevard, to Conduct the Annual City of Chandler Family Bike Ride
   Move City Council pass and adopt Resolution No. 5874 authorizing the execution of a license to use Salt River Project property, located at the Consolidated Canal between Germann Road and Chandler Boulevard, to conduct the annual City of Chandler Family Bike Ride.

BROOK BEALL, 85 W. Teakwood, Chandler, AZ 85248, spoke on item 5. Mr. Beall expressed strong support for the Mayor's bike ride but raised concerns about the city's failure to enforce laws regarding motorized vehicles, specifically e-bikes, on the canal. Mr. Beall explained that for the past two years, he has sought cooperation from the City Attorney's Office and the Chandler Police Department to enforce a law passed in 1999 (Chapter 31, Section 6, Paragraph C) prohibiting motor-assisted vehicles. Despite the law's language, he claims resistance from both the police and the City Attorney's Office, with a supervisor dismissing his efforts as a waste of resources. Mr. Beall found this response offensive, as the Council passed the law. Until he receives cooperation from the police and the City Attorney's Office, he stated he would oppose the item.

COUNCILMEMBER HARRIS asked for clarification on motorized e-bikes, specifically in relation to their use on the canal. He wanted to understand whether the issue stems from a throttle mechanism or something else that occurs when e-bikes pass through the area. Councilmember Harris stated that he wants to gain a better understanding of the concerns surrounding e-bikes.

MR. BEALL said the canal and Paseo trail serve four main users: pedestrians, cyclists, equestrians, and wildlife. He noted that the issue with motorized vehicles, particularly e-bikes, is their ability to maintain high speeds over long distances. While most cyclists tire out at 15 miles per hour after a short distance, motorized vehicles can sustain speeds of 20-30 miles per hour. Over the past two years, Mr. Beall has been tracking this issue and using lamp posts installed at 100-foot intervals to measure speed. He explained that if a cyclist takes less than 3 seconds to travel between posts, they are traveling at about 25 miles per hour, which is too fast for shared trails that include pedestrians and equestrians.

COUNCILMEMBER HARRIS said that this issue concerns the potential for traffic accidents caused by individuals moving at varying speeds, particularly between pedestrians walking and those traveling at significantly faster speeds.

MR. BEALL said the concern is about the dangerous behavior of individuals on motorized vehicles, such as popping wheelies and zigzagging, which pose risks to others. Mr. Beall said his wife, who is hard of hearing, is unable to hear these riders' speeding past, which makes the situation even more dangerous. Mr. Beall emphasized that the canal, which holds millions of gallons of water, poses a drowning risk when people ride recklessly. Mr. Beall pointed out that this is why the Salt River Project (SRP) prohibits motorized vehicles, including e-bikes and golf carts, on their trails.

VICE MAYOR ELLIS asked for clarification regarding Mr. Beall's reasons for opposing motorized bikes on the canal. Vice Mayor Ellis inquired about the distance between Mr. Beall's residence and the trail.

MR. BEALL said he lives a mile from the trail and clarified that he is not opposed to it. Mr. Beall said there is a rule set by SRP prohibiting e-bikes. Mr. Beall said if SRP allowed e-bikes, he would not pursue the matter further. Mr. Beall pointed out that the trail is part of the parks and recreation department, implying that law 31, 6C applies in this situation, making it a collective issue for everyone involved.

VICE MAYOR ELLIS asked for a specific example or suggestion on how the Police Department could manage these individuals, as by the time a call is made, the offenders are often gone. Vice Mayor Ellis expressed a desire for a solution, emphasizing her belief in working together with constituents to find answers. She asked Mr. Beall to provide a tangible solution that could be presented to the City Manager, so they could begin working on it, rather than relying solely on police intervention to catch offenders in the act.

MR. BEALL said the first recommendation is that officers park at strategic locations along the canal, especially at the ends, to keep an eye on the area and engage with motorized vehicles. Mr. Beall said that officers could stop vehicles as they approach. Second, he proposed installing traffic cameras, though he didn't see this as the ideal solution. Third, he suggested using bicycle officers for patrols along the canal, especially with the upcoming bike-friendly road improvements on Frye

Road and Chandler. Mr. Beall pointed out that once these new bike paths are in place, there will likely be an increase in electric bike traffic on the canal, exacerbating the problem. Given the city's investment in bike infrastructure, he urged that resources be allocated to hire more officers for patrols.

VICE MAYOR ELLIS expressed concern about the request for behavior modification, emphasizing that such modification can only be effectively reinforced if there is some form of negative consequence involved. Vice Mayor Ellis noted that, in the context of the bikes and the individuals present, many of these people are not necessarily residents of Chandler and may be from various locations.

MAYOR HARTKE said the vote is specifically about the Mayor's Bike Ride, not about Mr. Beall's ongoing concerns. He explained that Mr. Beall is using this item to voice his concerns but emphasized that the discussion should be focused on the bike ride itself. Mayor Hartke suggested that if the conversation continues, it should be framed under Mr. Beall's concerns, as the issues raised are not directly related to the bike ride itself, but rather to the shared use of the path.

6. Resolution No. 5875, Authorizing a Grant Application for, and Acceptance of Grant Funds from, the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program in the Amount of $90,000
   Move City Council pass and adopt Resolution No. 5875, authorizing a grant application for and acceptance of grant funds from the Section 5310 federal grant program in the amount of $90,000.

Community Services

7. Purchase of Landscape Sprinkler and Irrigation Supplies
   Move City Council approve the purchase of landscape sprinkler and irrigation supplies, from Ewing Irrigation Products, Inc.; Horizon Distributors, Inc.; and Sprinkler World of Arizona, Inc.; utilizing the City of Scottsdale Contract No. 22PB016, and with Ewing Irrigation Products, Inc.; and Horizon Distributors, Inc.; utilizing the City of Mesa Contract No. 2025088, in a combined amount not to exceed $350,000.

8. Professional Services Agreement No. PR2401.202, with J2 Engineering & Environmental Design, LLC, for the Mesquite Groves Park Design Services Move City Council Award Professional Services Agreement No. PR2401.202 to J2 Engineering & Environmental Design, LLC, for the Mesquite Groves Park Design Services, in an amount not to exceed $4,731,605.

RAGHAV SIVAKUMAR, 1041 E. Armstrong Way, Chandler, AZ. Mr. Sivakumar, Chairman of the Arizona Cricket Association and Chief Director of Youth Programs for USA Cricket, addressed the Council regarding agenda item number eight, which pertains to the planned cricket pitch at Mesquite Grove Park. Mr. Sivakumar expressed his gratitude for the long-awaited project, emphasizing that it is not just about building a sports facility, but also about creating a space that

reflects Chandler's diversity, ambition, and community spirit. Mr. Sivakumar highlighted the global popularity of cricket, with over two billion followers worldwide, and noted that the sport connects cultures and generations. Mr. Sivakumar shared his connection to cricket, having played since the age of three. He pointed out that Arizona's weather makes it an ideal location to host cricket games year-round. While facilities nearby are functional, there has been a growing demand from other states, such as Colorado, Utah, and California, for more facilities. Mr. Sivakumar also offered suggestions for the cricket pitch's long-term maintenance, including the establishment of a dedicated turf maintenance team trained specifically for cricket pitch care. Mr. Sivakumar expressed the local cricket community's willingness to volunteer and be involved in the upkeep of the facility. Additionally, he recommended implementing a rotational schedule for the use of the pitch and integrating synthetic nets for practice, which would help preserve the quality of the main pitch for games.

MAYOR HARTKE said this is just the initial planning phase, with details still years away. He noted that maintenance discussions will occur later and thanked the Mr. Sivakumar.

COUNCILMEMBER ORLANDO suggested that Mr. Sivakumar put his suggestions in writing and submit them to John Sefton. Councilmember Orlando acknowledged that there had already been conversations with John and inquired about the number of cricket teams present.

MR. SIVAKUMAR said over 800 individuals in Arizona are engaged in playing cricket, and in Chandler specifically, there are approximately 350 players.

COUNCILMEMBER HARRIS said he is unfamiliar with cricket and asked Mr. Sivakumar for a clearer explanation.

MR. SIVAKUMAR said he plans to make a public appearance soon to discuss cricket in Chandler.

Cultural Development

9. Resolution No. 5880 Authorizing Modification of the Assessment Diagram; Making a Statement and Estimate of Expenses for the Downtown Chandler Enhanced Municipal Services District; Completing the Assessment; Setting the Date for the Hearing on the Assessment; and Ordering the Giving of Notice of Such Hearing

    Move City Council pass and adopt Resolution No. 5880 authorizing modification of the assessment diagram for the Downtown Chandler Enhanced Municipal Services District; making a statement and estimate of expenses for the district; completing the assessment; setting the date for the hearing on the assessment; and ordering the giving of notice of such hearing.

10. Construction Manager at Risk (CMAR) Pre-Construction Services Agreement No. CA2402.251 with Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1

Move City Council award CMAR Pre-Construction Services Agreement No. CA2402.251 to Willmeng Construction, Inc., for the Dr. A.J. Chandler Park Renovation Phase 1, in an amount not to exceed $175,583.

11. Resolution No. 5884, Adopting a First Amendment to the Development Agreement between One Chandler Owner, LLC, and the City of Chandler, Approving an Extension to the Agreement Term and an Extension for the Deadline to Commence Construction at the Property Generally Located at the Northeast Corner of Buffalo Street and Arizona Avenue
Move City Council pass and adopt Resolution No. 5884 adopting a first amendment to the Development Agreement between One Chandler Owner, LLC, and the City of Chandler, approving an extension to the agreement term and an extension for the deadline to commence construction at the property generally located at the northeast corner of Buffalo Street and Arizona Avenue.

Development Services

12. Resolution No. 5883, and Introduction of Ordinance No. 5120, Area Plan Amendment, Rezoning and Preliminary Development Plan, PLH24-0032/PLH24-0041 Nirvana at Ellis, generally located south of the southeast corner of Frye Road and Ellis Street
Area Plan
Move City Council approve Resolution No. 5883 San Tan Area Plan Amendment, PLH24-0032, as recommended by Planning and Zoning Commission.
Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 5120 approving PLH24-0041 Nirvana at Ellis, Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for Multi-Family Residential, subject to the conditions as recommended by Planning and Zoning Commission.
Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH24-0041 Nirvana at Ellis for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

PAUL KERR, 12625 High Bluff Dr., San Diego, CA, state he is one of the owners of the Trevi apartment building in Chandler, and addressed the Council regarding item number 12, a project near his property. Mr. Kerr expressed strong support for the project, noting that the developer was also the original builder of the Trevi building. However, Mr. Kerr raised a concern about the construction start time of 5:00 a.m., which is allowed at the county level due to the heat. Mr. Kerr, a native of Arizona, shared his understanding of the issue but explained that the early construction hours have created noise and disruption for the residents of Trevi, particularly as the building is adjacent to another 420-unit construction project. Mr. Kerr requested that the construction start time be moved to 7:00 a.m. to help alleviate the impact on the 550 residents of Trevi. Mr. Kerr acknowledged that the developer is trying to help and that this request may be difficult, but he hoped the Council could consider this adjustment to better support the community. Mr. Kerr

concluded by emphasizing that, while this issue does not personally affect him, it is a significant concern for his tenants.

MAYOR HARTKE stated that the state is likely to pass a bill allowing construction to start at 5:00 a.m. He mentioned that he was testifying at an event where this issue was discussed, noting that the state senate has already approved it.

COUNCILMEMBER ORLANDO asked staff about the usual allowances or stipulations that have been established in the past.

JOSHUA WRIGHT, City Manager, said additional information will be provided.

MAYOR HARTKE commented that there are some challenges to construction during the summer months.

13. Resolution No. 5878, Authorizing a Wireless License Agreement between the City of Chandler and SBA 2012 TC Assets, LLC, for an Existing Macro Cell Site Located at Snedigar Park
    Move City Council pass and adopt Resolution No. 5878, authorizing the Mayor to execute the license agreement between the City of Chandler and SBA 2012 TC Assets, LLC, for the existing Orbital macro cell site, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

14. Resolution No. 5879, Authorizing a Wireless License Agreement between the City of Chandler and T-Mobile West, LLC, for a Proposed Macro Cell Site at Pima Park
    Move City Council pass and adopt Resolution No. 5879, authorizing the Mayor to execute the license agreement between the City of Chandler and T-Mobile West, LLC, for the proposed macro cell site located at Pima Park, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

15. Purchase of Cisco Network Hardware
    Move City Council approve the purchase of fiber network hardware, from Sentinel Technologies, utilizing the 1GPA Contract No. 22-02PV-18, for fiber optic facilities at Desert Breeze Substation and Brooks Crossing Park, in an amount not to exceed $280,658.26.

Facilities and Fleet

16. Agreement No. BF3-936-4600, Amendment No. 1, for Fire Protection Services
    Move City Council approve Agreement No. BF3-936-4600, Amendment No. 1, with CFP Backflow Services, Inc., for fire protection services, in a total amount not to exceed $928,600, for the period of one year, beginning February 8, 2025, through February 7, 2026.

17. Agreement No. FD5-060-4882, OEM Auto Parts and Service

Move City Council approve Agreement No. FD5-060-4882, with Earnhardt Chrysler Dodge Jeep Ram, Earnhardt Chandler Cadillac, Earnhardt Chevrolet, Earnhardt Ford, Earnhardt Queen Creek Chrysler Dodge Jeep Ram, and San Tan Ford, for OEM auto parts and service, for a period of one year, April 1, 2025, through March 31, 2026, in a combined total amount not to exceed $350,000.

Fire Department

18. Agreement No. FD3-200-4486, Amendment No. 3, with 03530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for Fire Uniforms
    Move City Council approve Agreement No. FD3-200-4486, Amendment No. 3, with 03530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for fire uniforms, increasing the spending limit in the amount of $125,000.

19. Agreement No. FD4-345-4690, Amendment No. 2, for Fire Emergency Medical Supplies
    Move City council approve Agreement No. FD4-345-4690, Amendment No. 2, with Bound Tree Medical, LLC, for fire emergency medical supplies, in an amount not to exceed $200,000, for a one-year period, April 1, 2025, through March 31, 2026.

Human Resources

20. Agreement No. HR9-962-4689, Amendment No. 1, with Marathon Staffing, for Temporary Staffing Services
    Move City Council approve Agreement No. HR9-962-4689, Amendment No. 1, with Marathon Staffing, for temporary staffing services, in an amount not to exceed $1,102,945, for a one-year term, April 1, 2025, through March 31, 2026.

Information Technology

21. Purchase of Enterprise Asset Management (EAM) System Annual Support and Maintenance
    Move City Council approve the purchase of enterprise asset management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in an amount not to exceed $117,800, for the period of one year, beginning July 1, 2025, through June 30, 2026.

22. Purchase of Proofpoint Network Security Software
    Move City Council approve the purchase of Proofpoint network security software, from SHI International, Inc., utilizing the Omnia Partners Contract No. 2018011-02, in an amount not to exceed $268,238, for the period of one year, April 11, 2025, through April 10, 2026.

23. Agreement No. IT2-918-4438, Amendment No. 4, with CE Wilson Consulting, for Professional and Project Consulting Services
    Move City Council approve Agreement No. IT2-918-4438, Amendment No. 4, with CE Wilson Consulting, for professional and project consulting services, for a period of one year, January

Management Services

24. Resolution No. 5877 Pension Funding Policy Updates
Move Council pass and adopt Resolution No. 5877, adopting the updated Pension Funding Policy accepting the City's share of assets and liabilities under the Public Safety Personnel Retirement System Actuarial Valuation Report.

25. New License Series 12, Restaurant Liquor License Application for Parish G. Patel, Agent, Moraya Ray, LLC, DBA Tikka Shack
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 328638, a Series 12, Restaurant Liquor License, for Parish G. Patel, Agent, Moraya Ray, LLC, DBA Tikka Shack, located at 2855 W. Ray Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309041.

26. License Series 12, Restaurant Liquor License Application for Theresa June Morse, Agent, Miel De Agave Chandler, LLC, DBA Miel De Agave
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 330756, a Series 12, Restaurant Liquor License, for Theresa June Morse, Agent, Miel De Agave Chandler, LLC, DBA Miel De Agave, located at 325 S. Arizona Avenue, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309045.

27. Series 12, Restaurant Liquor License application for Richard Joseph Valenti, Agent for Portillos Hot Dogs, LLC, DBA Portillos Hot Dogs (APPLICANT REQUESTS WITHDRAWAL)
Move to accept withdrawal of the application for a Series 12, Restaurant Liquor License for Richard Joseph Valenti, Agent, Portillos Hot Dogs, LLC, DBA Portillos Hot Dogs, located at 7200 W. Ray Road.

Mayor and Council

28. Final Adoption of Ordinance No. 5123, Amending Ordinance No. 5109 by Amending the Sunset Date of the Resident Bond Exploratory Committee and Subcommittees Move City Council adopt Ordinance No. 5123, amending Ordinance No. 5109 by amending the sunset date of the Resident Bond Exploratory Committee and Subcommittees; providing for repeal of conflicting ordinances; and providing for severability.

Police Department

29. Resolution No. 5885, Pertaining to the Submission of Projects for Consideration in Arizona's 2026 Highway Safety Plan
Move City Council pass and adopt Resolution No. 5885, authorizing the Chandler Police Department to submit projects for consideration in Arizona's 2026 Highway Safety Plan; and authorizing the Chief of Police to conduct all negotiations and to execute and submit all documents necessary with such grant.

30. Resolution No. 5892 Accepting a Grant Agreement with the Arizona Department of Administration; Approving the Purchase of 9-1-1 Call Handling Equipment from AT&T Corp.; and Authorizing an Appropriation Transfer from the General Fund Contingency Account to the Police Department Grant Fund
    Move City Council pass and adopt Resolution No. 5892 approving a grant agreement with the Arizona Department of Administration (ADOA) to reimburse the City for the purchase 9-1-1 call handling equipment and services, and approve the purchase of 9-1-1 call handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp., in an amount not to exceed $1,545,367 for Fiscal Years 2024-25 through FY 2029-30, and authorize an appropriation transfer of $633,582 from the General Fund, Non-Departmental, Contingency Account to the Grant Fund, Police Communications Cost Center, Other Expense Account, 9-1-1 Grant Program.

31. Purchase of Milestone Video Management System (VMS)
    Move City Council approve the purchase and implementation of the milestone video management system (VMS), utilizing the State of Arizona Contract No. CTR056385 with Premise One, LLC, in an amount not to exceed $305,494.

32. Purchase of Exterior Security Camera Replacements
    Move City Council approve the purchase of exterior security camera replacements from APL Access and Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $263,908.42.

Public Works and Utilities

33. Resolution No. 5836 Authorizing the Acquisition of Strips of Land Within Existing Alleyways, at Appraised Value, Plus Closing Costs and Escrow Fees to Complete the PM10-2024 Dust Control Project No. TO555
    Move City Council pass and adopt Resolution No. 5836 authorizing the acquisition of strips of land within existing alleyways, at appraised value, plus closing costs and escrow fees to complete the PM10-2024 Dust Control Project No. TO555; authorizing the city's real estate administrator to sign the purchase agreements, and any other documents necessary to facilitate these 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.

34. Professional Services Agreement No. WA2501.201, with Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Large Conference Room Design Services Move City Council award Professional Services Agreement No. WA2501.201, to Dick & Fritsche Design Group, Inc., for the Pecos Surface Water Treatment Plant Large Conference Room Design Services, in an amount not to exceed $120,375.

35. Agreement No. 4674, Amendment No. 2, with Hazen and Sawyer, P.C., for the Lead and Copper Rule Revisions Program Implementation Services

Move City Council approve Agreement No. 4674, Amendment No. 2, with Hazen and Sawyer, P.C., for the Lead and Copper Rule Revisions Program implementation services, increasing the agreement amount by $157,865.

36. Agreement No. PW5-4640-4871, with D&B Construction Group, LLC; Hydra Contracting, LLC; Metering Services, Inc., for Small Water Meter Replacement and Field Verification Services
Move City Council approve Agreement No. PW5-4640-4871, with D&B Construction Group, LLC; Hydra Contracting, LLC; Metering Services, Inc., for small water meter replacement and field verification services, in a combined amount not to exceed $2,500,000, for the term of March 28, 2025, through December 31, 2025, with the option of one additional one-year extension.

37. Purchase of Asphalt Products and Services
Move City Council approve the purchase of asphalt products and services, from Sunland Asphalt & Construction, LLC, utilizing the 1GPA Agreement No. 22-15P-04, in an amount not to exceed $131,765.46.

Consent Agenda Motion and Vote

Councilmember Encinas moved to approve the Consent Agenda of the March 27, 2025, Regular City Council Meeting Items 1-37; Seconded by Vice Mayor Ellis.

Consent Agenda passed unanimously (7-0), with the exception of Items 3 & 10, which passed by majority (6-1); Councilmember Encinas dissenting.

Public Hearing

38. Public Hearing, Results of Biennial Impact Fee Audit
    1. Open Public Hearing
    2. Staff Presentation
    3. Council Discussion
    4. Discussion from the Audience
    5. Close Public Hearing

Open Public Hearing

MAYOR HARTKE opened the public hearing at 6:31 p.m.

Staff Presentation

SYLVIA DLOTT, Budget & Research Administrator, presented the following presentation.

- Biennial System Development Fee Audit Results
- Overview of State Statute Requirements
    - If a City Collects SDF (Impact) Fees
    - Annual Report – Filed annually on website and with City Clerk

    - Biennial Audit – Complete an audit and hold a public hearing of results (tonight)
    - SDF update to Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP) (every 5 years)
    - Adopted 2022-2032 LUA and IIP report – January 11, 2024
    - Adopted Ordinance to modify SDF fees – April 4, 2024
    - Fees effective July 1, 2024
    - Note: May need to come back sooner than 5 years to adjust the fees based on cost escalations
- Background – Biennial Audit
    - A.R.S. 9-463.05, Gives the requirement for Cities with SDF Fees to:
    - Form advisory committee OR
    - Perform biennial audit of SDF fee program
    - Chandler chose to perform the biennial audit
    - (Currently, all Arizona communities collecting SDFs perform the audit versus forming an Advisory Committee)
- Biennial Audit
    - Conducted by Heinfeld, Meech & Co.
    - Covers FY 2022-23 and FY 2023-24
- Audit Procedures
    - Compared growth projections to Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP)
    - Reviewed progress of IIP projects
    - Reviewed and tested the fee collections and capital project expenditures
- Results
    - Other than growth projections slightly different from actual growth, no exceptions reported
    - Tonight, the requirement to present the biennial audit and hold a public hearing has been met and is the last step in the audit process
- Questions
    - No formal action required

Council Discussion
None.

Discussion from the Audience
None.

Close Public Hearing
MAYOR HARTKE closed the public hearing at 6:36 p.m.

Informational
39. January 15, 2025, Planning and Zoning Commission Meeting Minutes

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

41. Contracts and Agreements Administratively Approved, Month of February 2025

Unscheduled Public Appearances

BROOK BEALL, 85 W. TEAKWOOD PL., CHANDLER, expressed concerns about motorized vehicles on the SRP canal pedestrian and bike trails which puts trail users at risk.

COUNCILMEMBER ORLANDO asked for ideas of what Chandler can do to mitigate these safety issues.

COUNCILMEMBER ENCINAS asked if the trail has marked separation for different directions of travel.

MAYOR HARTKE said no, it is just a trail.

COUNCILMEMBER HARRIS asked to conduct a study to understand how to mitigate traffic.

MR. WRIGHT explained that the challenge is enforcement of existing laws. There have been discussions with the Police Department of different enforcement measures they may be able to employ. A plan for targeted or specific enforcement will be shared with Council.

COUNCILMEMBER HARRIS asked if the city could put up signage at canal paths.

MS. SCHWAB said this is getting into a discussion.

MAYOR HARTKE said councilmembers may only give staff direction.

COUNCILMEMBER POSTON asked if an e-bike can be used on these paths without the pedal assist.

MR. WRIGHT said yes.

MAYOR HARTKE said further discussion on this subject can be held later.

Current Events

Mayor's Announcements

MAYOR HARTKE announced the For Our City Day event to be held on Saturday, March 29 at Pamela Park neighborhood, in honor of Cesar Chavez.

MAYOR HARTKE honored Victor Hardy, community member who passed away March 22. Mr. Hardy had a genuine desire to serve the people of Chandler and whether though leading prayers, offering heartfelt performances, or speaking out for justice, he used his voice to connect with and inspire others.

MAYOR HARTKE announced the 17th Annual Chandler Family Bike Ride to be held on Saturday, April 5, beginning at 7:30 a.m. at the Chandler Park & Ride on Hamilton Street and Germann Road. Mayor Kevin Hartke invites the Chandler community to join him for a fun and scenic bike ride along the beautiful Paseo Trail during the 17th Annual Chandler Family Bike Ride, which celebrates Valley Bike Month this April.

Council's Announcements

COUNCILMEMBER ENCINAS expressed condolences to Pastor Hardy's family.

COUNCILMEMBER ENCINAS announced March 31, as Cesar Chavez Day, an opportunity for our community to come together and celebrate his work organizing and advocating for labor rights. There are many community events going on to celebrate in Chandler.

COUNCILMEMBER POSTON expressed condolences to Pastor Hardy's family.

COUNCILMEMBER POSTON said the Ostrich Festival just concluded and thanked the Chandler Chamber of Commerce for hosting this signature event.

COUNCILMEMBER POSTON spoke to the Academic Decathlon Team at Arizona College Prep High School in Chandler and was grateful to be able to share about the city with the team.

COUNCILMEMBER HARRIS expressed condolences to Pastor Hardy's family.

COUNCILMEMBER HARRIS announced he had attended the ribbon cutting for George & Gather located in Downtown Chandler and encouraged everyone to check it out.

COUNCILMEMBER HARRIS shared information about facilities and recreation programming in Chandler, community members can sign up for classes in the new Break Time offering activities and special events.

COUNCILMEMBER HAWKINS announced the Family Easter Celebration on Friday, April 18 beginning at 5:30 p.m. at Dr. AJ Chandler Park.

City Manager's Announcements

None.

Adjourn

The meeting was adjourned at 6:55 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: April 10, 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 27th day of March 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of March, 2025.

_____

City Clerk

CHANDLER arizona
Community of Innovation

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

Date:	April 10, 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.

Airport Commission
Appoint Thomas Gonzalez

Board of Appeals
Reappoint David Love
Reappoint Michael Quinn

Citizens' Panel for Review of Police Complaints and Use of Force
Appoint Annette Ruiz Taylor

Domestic Violence Commission
Appoint Lizette Roeder as primary
Appoint Samantha Hinchey as alternate

Economic Development Advisor Board
Appoint Marc Valenzuela

Health Care Benefits Trust Board
Appoint Jonah Roehl
Appoint Elisha Anderson

Library Board

Reappoint Arman Sidhu

Military and Veterans Affairs Commission
Reappoint Shane Levinson
Reappoint Carol Farabee
Appoint Mary Baker

Municipal Property Corporation
Appoint John Lok

Museum Foundation Board
Appoint Shatavia Elder
Appoint Heather Patterson

Parks and Recreation Board
Reappoint Jegadesan Krishnamurthy

Workers' Compensation and Employer Liability Trust Board
Appoint Jonah Roehl
Appoint Elisha Anderson

Attachments

Applicants for New Appointments

Recommended to the Airport Commission

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Tue 1/28/2025 7:44 PM
To

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

Report Suspicious

Submitted on Tue, 01/28/2025 - 07:30 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Airport Commission

Name
Thomas Gonzalez

Phone

Email

Address

Chandler, Arizona. 85249

Profession
Airline Pilot

Employer
Delta Airlines

How many years have you lived in Chandler
9

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
Airline Transport Pilot license. Captain at Delta Airlines. Currently in a leadership role, title Lead Line Check Pilot. I oversee a team of other line check pilots where we instruct and evaluate pilots at Delta Airlines. We are at the core of pilot standards for our fleet, with emphasis on Federal Aviation Regulations, policy and procedures, crew resource management, and safety.

Briefly explain why you would like to serve on the board / commission
I would love to serve my city and community. Having a general aviation background, I feel this is the perfect opportunity to not only give back to my roots but also serve the community in which I have lived now for 9 years! I am excited about the growth in Chandler and look forward to serving and witnessing the transformation and opportunities our great city will experience.

Referred By
Umi Novell

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

Recommended to the Citizens' Panel for Review of Police Complaints and Use of Force

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Tue 1/28/2025 8:21 PM
To

This Message Is From an External Sender
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Report Suspicious

Submitted on Tue, 01/28/2025 - 07:55 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

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

Selection 2
Domestic Violence Commission

Selection 3
Human Relations Commission

Name
ANNETTE RUIZ TAYLOR

Phone

Email

Address

Chandler, Arizona. 85248

Profession
Clinical Research Program Manager

Employer
Chandler Regional Medical Center - Dignity Health

How many years have you lived in Chandler
11

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
Human Resources background with Circle K Corp., Registered Nurse for 30 years, 11 years as a Clinical Research Program Manager at Chandler Regional Medical Center with Dignity Health. Certified Clinical Research Professional

Board/Committee Experience
Previous experience serving on the East Valley Dignity Health Brain Tumor Retreat and Stroke planning committees. Served on the Embracing Change planning committee. Association for Clinical Research Professionals

Briefly explain why you would like to serve on the board / commission
As a native of Arizona, I am passionate about giving back to my community and contributing to its growth and success. Serving on the board for the City of Chandler would allow me to leverage my skills, experience, and deep connection to the area to help shape policies that benefit residents and enhance their quality of life. I am eager to play an active role in fostering a thriving, sustainable, an inclusive environment for all who call Chandler home.

Referred By
Article in the San Tan Sun News

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

Recommended to the Domestic Violence Commission

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Wed 2/5/2025 8:45 AM
To

This Message Is From an External Sender
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Report Suspicious

Submitted on Wed, 02/05/2025 - 08:24 AM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Domestic Violence Commission

Name
Lizette Roeder

Phone

Email

Address

Phoenix , Arizona. 85004

Profession
Domestic Violence Response Coordinator

How many years have you lived in Chandler
1

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I am the Bilingual Domestic Violence Response Coordinator with the Arizona Coalition to End Sexual Domestic Violence. In this role, I am responsible for training and providing technical assistance to responders and service providers who work directly with survivors of sexual and domestic violence. I have over 10 years of experience working in the movement to end violence both as an adult and youth advocate, as well as a curriculum developer.

Board/Committee Experience
Committee Member-Hispanic Heritage Month, Maricopa County Community College District-Committee Member, Conference Planning (session selection), NCADV- Co-chair, Sexual Assualt Awareness Month Committee ASU Dean's Office, Committee member, ACESDV Thrive Committee

Briefly explain why you would like to serve on the board / commission
I have had the opportunity to attend or participate in events put together by this Board and I would like an opportunity to continue to support the work being done in the city of Chandler. I feel that my expertise in the many nuances and intersections of domestic violence can be of value.

Referred By
Samantha Hinchey, Current Board Member

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

Recommended to the Economic Development Advisory Board

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Mon 3/17/2025 3:28 PM
To

This Message Is From an External Sender
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Report Suspicious

Submitted on Mon, 03/17/2025 - 03:20 PM

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
Marc Valenzuela

Phone

Email

Address

Phoenix, Arizona. 85072

Profession
Senior Economic Development Project Manager

Employer
Salt River Project

How many years have you lived in Chandler
0

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
Currently, Marc is the Senior Economic Development Project Manager at SRP. In this role, he leads initiatives to attract and expand businesses within SRPs service territory. He also works with local communities to implement programs that enhance their strategic growth and competitiveness. Before joining SRP, Marc held key roles at the City of Mesa and Arizona State University, specializing in business attraction, retention and expansion, entrepreneurial programs, and special projects. Marc is also an active member of the Arizona Association of Economic Development and serves on various advisory boards and committees.

Board/Committee Experience
Vice Chair, Queen Creek Economic Development Commission; Vice President, CORENET Arizona Chapter; Awards Chair, Arizona Association for Economic Development; Economic Development Committee, PHX East Valley Partnership.

Briefly explain why you would like to serve on the board / commission
I am eager to serve on the City of Chandler Economic Development Advisory Board because I am deeply committed to fostering sustainable economic growth and enhancing the quality of life for the community. With a strong background in economic development and a passion for community service, I believe I can contribute meaningfully to the board's mission. I have a proven track record of working collaboratively with local businesses, government agencies, and community organizations. I believe my ability to build strong relationships and foster partnerships will be an asset to the Chandler team.

Referred By
Karla Moran, outgoing committee member

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

Recommended to the Health Care Benefits Trust Board and Workers' Compensation and Employer Liability Trust Board

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Tue 12/10/2024 8:09 PM
To

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Report Suspicious

Submitted on Tue, 12/10/2024 - 07:50 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Mayor's Committee for People with Disabilities

Selection 2
Chandler Health Care Benefits Trust Board

Name
Elisha Anderson

Phone

Email

Address

Chandler, Arizona. 85286

Profession
RN

How many years have you lived in Chandler
7

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I am a graduate of the 2022 City of Chandler CIVIC program. My professional experience includes working for major Chandler employers such as Chandler Regional Medical Center and Chandler Unified School District - in both positions I worked as a registered nurse. Nursing is my second career. Prior to nursing I worked in several administrative roles in companies throughout the valley including Avnet and the City of Mesa. I graduated from Arizona State University with a Bachelors of Science in Nursing and I graduated from Chandler-Gilbert Community College with an Associate of Applied Science in Nursing in 2017.

Board/Committee Experience
I served as treasurer for one term, and vice-president for one term for the International Moms Club, San Tan Valley Chapter. MOMS Club is an official 501c3 organization and was professionally run by the local chapter. I was an active member from 2009 through 2012.

Briefly explain why you would like to serve on the board / commission
I am a mom of two disabled sons and I feel that I have a unique perspective as a health care provider and also a parent to two special needs children. I have spent my adult life advocating for the underserved. I am active in the disability community online where I help connect parents to resources. I also am an ambassador in a doctor founded online community supporting the autism community called Autism Roadmaps. In my work as a nurse, I am a public health provider. At Chandler Unified School District I oversaw multiple public school health offices and managed a team of nursing assistants. I regularly advocated for many special needs students. At Chandler Regional Hospital I worked in the Community Wellness department where we provided free medical care for the uninsured. It was important to be aware of all the resources available in our community. I would like to make a difference in the City of Chandler by helping to ensure my neighbors who are disabled or are caring for the disabled are represented and have a voice.

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

Recommended to Health Care Benefits Trust Board and Workers' Compensation and Employer Liability Trust Board

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Tue 1/28/2025 4:18 PM
To

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

Report Suspicious

Submitted on Tue, 01/28/2025 - 03:53 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Worker's Compensation and Employer Liability Trust Board

Selection 2
Economic Development Advisory Board

Selection 3
Chandler Municipal Property Corporation

Name
Jonah Roehl

Phone

Email

Address

Chandler, Arizona. 85248

Profession
Business Development Manager Commercial Division

Employer
Sun Valley Solar Solutions

How many years have you lived in Chandler
24

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
UTILITY AND RENEWABLE EXPERIENCED STRATEGIC BUSINESS EXECUTIVE - 25 years of experience in utility commercial acct management, large-scale solar sales and PPAs. Proven leader with a track record of authentic collaboration and inclusion, managing high-profile client expectations and internal team coordination; delivering innovative, sustainable energy solutions under consistently challenging circumstances. I excel at negotiating and facilitating win-win scenarios, optimizing the potential of individuals within the context of a team, and fostering cross-functional collaboration to accomplish common goals. Sun Valley Solar Solutions, Chandler, AZ Business Development Manager, Commercial Division April 2022 Present Directing and Coordinating the Commercial Sales Division in Lead Generation, Utility Bill Analysis, Design, Budgeting, and Proposal Development for commercial solar sales in Arizona.Spearheaded the successful development of new commercial and industrial solar projects, increasing net revenue revenue by 40% from 2022-2024 through client acquisition and project pipeline management. This growth was especially crucial for the company as it counterbalanced a severe downturn in residential sales.Leveraged previous relationships and developed new partnerships with multi-national customers, commercial property owners resulting in a 25% yearly increase in business leads.Collaborated with engineering and operations teams to ensure timely project delivery and client satisfaction with an 85% customer referral preference rate. Spearhead contract negotiation, responses, and proposals including solar RFPs and RFIs from utilities (including SRP), municipalities and developers, cut proposal turnaround time in half via new software and teamwork.Salt River Project (SRP), Tempe, AZSenior Strategic Account ManagerJune 2003 April 2022Managed 160M in annual revenue across fifty large industrial clients.High Performer Award recipient for doing two jobs simultaneously; consistently achieved customer satisfaction scores of 9.5 out of 10 annually.Negotiated high-value interruptible and demand response agreements, generating millions in savings annually for both large customers and SRP.Led effort SRP team effort to improve large customer electric asset management, particularly the maintenance of customer-owned substations and co-owned transmission assets resulting in lower future costs for both SRP and Eastern Mining Area customers.

Board/Committee Experience
Board Member, Gompers Habilitation Center for People with Disabilities, Phoenix, AZ 2013-2021 President, Board of Directors 2017 2019 Led the Board of Directors comprised of twelve community leaders during a crucial time for the 13M non-profit, implementing a culture of meritocracy and

spearheading organizational growth.oOversaw a successful mediation between the CEO and CFO, restoring leadership stability and setting the foundation for needed change in company culture. Guided the strategic acquisition of Blythe Center, expanding service offerings.

Briefly explain why you would like to serve on the board / commission
I love Chandler! Graduate of the 2003 Chandler Leadership Class, represented both SRP and Sun Valley Solar at numerous Chamber of Commerce Events. Wife is a long-time substitute teacher in CUSD (San Marcos Elementary being her favorite with a close 2nd being Basha Elementary where our daughters attended). I feel like my Board Service experience in addition my professional experience and interest in the subject matter for all three Boards I indicated, would add value to both the Board and the City. Additionally I am 100% to fairness, even if it isn't in my individual self interest. I will bring a spirit of servant leadership and gratitude.

Referred By
Matt Orlando. I have spoken with Matt in my neighborhood, Tumbleweed Rec Center and at occasional Chandler Chamber events. He has encouraged me to get involved in one way or another listening to my expression of love for Chandler and the respect I have for it's governing philosophy of pragmatic, servant leadership.

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

Recommended to Military and Veterans Affairs Commission

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler
Wed 1/10/2024 1:49 PM
To:

Submitted on Wed, 01/10/2024 - 01:12 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Housing and Human Services Commission

Selection 2
Military and Veterans Affairs Commission

Selection 3
Parks and Recreation Board

Name
Mary Baker

Phone

Email

Address

Chandler, Arizona. 85248

Profession
Retired

How many years have you lived in Chandler
6

Are you registered to vote?
Yes

Boards and Commissions Info

Are you a current member or veteran of the United States Armed Forces?
Yes

Please indicate which branch of service
Army

Professional Experience
In the past, I have worked with youth and adults at all levels of education, socioeconomic status, and mental-physical abilities. I have enjoyed the day-to-day operations of the educational process, medical process, military process, and everything in between. I believe in planning ahead and setting goals and implementing the structure to achieve those goals. Having also worked in the medical field in both the military and in the private sector, I have experience working with the public as well as the efficient operations of an office setting. Further, this has given me experience in crisis management and thinking on my feet. My goals are to use my knowledge and time to help those who need assistance from the veterans to the elderly to the unhoused or to the children.

Board/Committee Experience
I believe in giving back to our community as it is vital to our successes. I have been an active volunteer in all of the schools my four children have attended from elementary through college as well as all of their athletic programs, Girl Scouts and booster clubs. I volunteered with the Tempe Sister City Organization for many years. I served as an Executive Board Member for the ASU Family Association for several years assisting in fundraising events for their scholarship fund. While working for TUHSD I sat on the Budget Committee, Safety Committee, Health and Wellness Committee and was a representative for our classified staff at the district level. Currently I am an active volunteer with MCDPH-Medical Reserve Corp. I was part of the Covid Response Team and spent 400 hours out at one of the vaccination pods helping to vaccinate the community. Through MCDPH-MRC, I also currently volunteer on occasion with AZCEND-Chandler as well as the City of Phoenix Heat Relief Program.

Briefly explain why you would like to serve on the board / commission
I believe in giving back. Supporting the community we live in is vital to its success. Enabling others to have the opportunities I have had and that my children have had is crucial for our communities to continue to thrive and to change generational issues. The issues with our unhoused are vast and we need to work together for a solution. Our veteran's need to be held to the highest honor and given opportunities they may have passed up because they chose to serve our country. Our children deserve to have parks and neighborhoods that are safe and that offer a gathering spot for their friends and families. Community is everything and my husband and I have lived and worked in and around this community for more than 30 years.

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

Recommended to the Chandler Museum Foundation

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler
Tue 3/28/2023 10:52 PM
To:

Submitted on Tue, 03/28/2023 - 06:49 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Chandler Museum Foundation

Name
Heather Patterson

Phone

Email

Address

Chandler, Arizona. 85249

Profession
Principal-Perry HS

Employer
CUSD

How many years have you lived in Chandler
23

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
I am the Principal at Perry HS, Chandler Unified School District. I have been employeed by CUSD since 2003. I started as a teacher at Hamilton High School before going into an administration.

Board/Committee Experience
I have sat in many committees within CUSD. From dress code to budget I am an active within the within our organization. I am also an active Chandler Service Member and have served on our board as the Public Relations chair.

Briefly explain why you would like to serve on the board / commission
I reside and serve the students in the City of Chandler. I would like to have an opportunity to learn more about the City of Chandler from a different lens. Thank you for your consideration.

Referred By
Mrs. Jacki Ryan

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

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

Recommended to the Chandler Museum Foundation

Outlook

Webform Submission From: Application for Chandler Boards and Commissions

From City of Chandler
Date Wed 1/29/2025 1:56 PM
To

This Message Is From an External Sender
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Report Suspicious

Submitted on Wed, 01/29/2025 - 01:09 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1
Chandler Museum Foundation

Selection 2
Chandler Cultural Foundation Management Board

Name
SHATAVIA ELDER

Phone

Email

Address

CHANDLER, Georgia. 85286

Profession
MUSEUM

Employer
ATLANTA HISTORY CENTER

How many years have you lived in Chandler
1.5

Are you registered to vote?
Yes

Boards and Commissions Info

Professional Experience
With a career spanning over 2200 years, I have dedicated my expertise to driving organizational growth, fostering innovation, and enhancing visitor engagement in both museum and educational settings. My work is rooted in a passion for dynamic learning experiences, strategic program development, and inclusive community engagement. Currently serving as the Vice President of Education at the Atlanta History Center, I lead a multifaceted team in developing and executing educational initiatives that bridge history with contemporary relevance. My oversight extends across historical interpretation, volunteer and internship programs, outreach, school and group tours, exhibition programming, and large-scale community events such as MLK Day and Juneteenth. Through strategic leadership, I ensure that each program aligns with the institution's mission while fostering meaningful connections with diverse audiences. Throughout my career, I have successfully secured millions in funding, cultivated lasting donor relationships, and implemented innovative educational strategies that drive accessibility and engagement. My expertise spans curricular development, professional training, exhibition design, marketing, ethics, and grant writing each contributing to impactful, sustainable programming. Recognized as a progressive and considerate thought leader, I am committed to leveraging education as a tool for empowerment and institutional growth. I thrive on collaboration and welcome opportunities to engage with professionals who share a vision for transformative learning and community impact.

Briefly explain why you would like to serve on the board / commission
I am eager to serve on the Chandler Museum Foundation Board to contribute my expertise in museum operations, education, and community engagement to further the Foundation's mission of preserving and sharing Chandler's rich history. With over 18 years of experience in strategic leadership, exhibition programming, and fundraising, I have successfully developed dynamic educational initiatives, secured major funding, and cultivated partnerships that enhance accessibility and visitor engagement. I am passionate about leveraging my background to support the Museums efforts in expanding outreach, increasing community involvement, and ensuring the sustainability of its programs. I look forward to the opportunity to collaborate with fellow board members to strengthen the Museum's impact and connect diverse audiences to Chandler's unique cultural heritage.

Referred By
I am currently a member of the 2025 Civic Cohort (Alexis Apodaca).

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 **Government Relations & Transportation**
Policy Memo No. TP25-17

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
Leah Powell, Neighborhood Resources Director
From: Jason Crampton, Transportation Planning Manager
Subject: Final Adoption of No. Ordinance 5122, Amending the Code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to Add Regulations Regarding Urban Camping

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Proposed Motion:

Move City Council adopt Ordinance No. 5122, amending the code of the City of Chandler, Chapter 11 Curfew, Graffiti, Smoking and Miscellaneous Offenses, to add regulations regarding urban camping.

Background:

Homelessness continues to be a significant issue nationally and across Maricopa County. Between October 2023 and September 2024, over 31,000 unique individuals experienced homelessness in Maricopa County, with 19 new persons entering homelessness for every ten that were housed. In that same period, Chandler served over 900 unique individuals experiencing homelessness.

The city provides or supports a comprehensive array of services to prevent and end homelessness, including:

- Eviction prevention: Rent and utility assistance, landlord engagement, emergency assistance
- Outreach and Engagement: Homeless navigation services 7 days per week
- Support Court: Specialty court services to address underlying causes of homelessness
- Emergency Shelter: Congregate and non-congregate shelter for individuals and families

- Housing Rehabilitation: Emergency repairs, accessibility modifications and exterior repairs for homeowners with low incomes
- Public Housing: 303 units of public housing
- Affordable Housing: 495 Housing Choice Vouchers, 20 VASH vouchers for Veterans, construction of 251 new affordable units

Despite all of these efforts, unsheltered homelessness can negatively impact the community. Temporary accommodations such as encampments may impede the use of public space or facilities. Similarly, trash, waste or personal belongings left behind in public spaces can hinder the intended use of the area or facility and create blight. Urban camping restrictions will provide an additional tool for both service providers and law enforcement to use to engage people in services and keep communities thriving.

Prior to 2024, Supreme Court rulings made urban camping prohibitions unlawful unless an adequate number of shelter beds were available in the community. These rulings led to Maricopa County cities not having or enforcing urban camping laws. However, the 2024 Supreme Court case of City of Grants Pass v. Johnson ruled that regulating camping on public property is constitutional, regardless of the number of shelter beds available. Furthermore, Proposition 312, approved by Arizona voters in November 2024, allows a property owner to seek reimbursement of city property taxes if they incur expenses resulting from a city's lack of enforcement of urban camping laws. As a result of these rulings, the cities of Phoenix, Mesa, Gilbert, Scottsdale, Glendale, Tempe, Peoria, Goodyear and Avondale added or began enforcing urban camping restrictions.

If approved, this ordinance will make camping on public property; in any city building, facility or parking lot; or within 500 feet of a school, park or childcare facility unlawful. The following activities are included in the definition of camping and will be prohibited:

- Using a tent, shelter, vehicle, trailer, camper, or other structure for sleeping
- Making preparations to sleep, including laying down bedding for the purpose of sleeping
- Storing personal belongings
- Making a fire, other than a fire made in a fire pit or barbecue pit provided by the city for such use
- Carrying on cooking activities, other than in a fire pit provided by the city for such use
- Digging, earth breaking or modifying landscaping

An individual that violates this new code would be guilty of a class 1 misdemeanor. Criminal citations will occur only after a warning within the previous

year. Individuals may be provided social services in lieu of criminal citation at the election of the citing officer.

Discussion:

This ordinance would provide another tool available to Chandler law enforcement, but the city would continue to take a services-first approach to individuals experiencing homelessness.

In addition to sharing the proposed ordinance with the Mayor and Council at a City Council Work Session on January 23, 2025, staff has shared the draft with and requested feedback from stakeholders such as the Chandler Chamber of Commerce, Downtown Chandler Community Partnership (DCCP), AZCEND and the Salvation Army Chandler Corps. During the public outreach period, staff was able to address questions and concerns from DCCP regarding shopping carts, public bathing, and camping associated with special events. AZCEND commended the city for a well-written ordinance. No comments were received from the Chamber or the Salvation Army.

The ordinance was introduced and tentatively adopted by City Council on March 27, 2025.

Attachments

Ordinance 5122

ORDINANCE NO. 5122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE CODE OF THE CITY OF CHANDLER BY ADDING CHAPTER 11-19 – CAMPING; PROVIDING FOR PENALTIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Adding Chapter 11-19 – Camping to the Chandler City Code as follows:

CHAPTER 11-19 CAMPING

11-19.1 PURPOSE. IT IS THE INTENT OF THIS CHAPTER TO PROTECT AND IMPROVE THE PUBLIC HEALTH, PRESERVE THE PARKS AND OTHER PUBLIC PROPERTY FOR THE ENJOYMENT, SAFETY, COMFORT AND CONVENIENCE OF THE PUBLIC, AND MAINTAIN A HEALTHY AND NATURAL ENVIRONMENT. THE STREETS AND PUBLIC AREAS WITHIN THE CITY SHOULD BE READILY ACCESSIBLE AND AVAILABLE TO RESIDENTS AND THE PUBLIC AT LARGE. THE USE OF PUBLIC AREAS FOR CAMPING PURPOSES OR STORAGE OF PERSONAL PROPERTY INTERFERES WITH THE RIGHTS OF OTHERS TO USE PUBLIC AREAS FOR WHICH THEY WERE INTENDED. SUCH ACTIVITY CAN CONSTITUTE A PUBLIC HEALTH AND SAFETY HAZARD THAT ADVERSELY IMPACTS NEIGHBORHOODS AND COMMERCIAL AREAS. NOTHING IN THIS SECTION IS INTENDED TO INTERFERE WITH OTHERWISE LAWFUL AND ORDINARY USES OF PUBLIC OR PRIVATE PROPERTY.

11-19.2 DEFINITIONS. FOR PURPOSES OF THIS SECTION:

A. *CAMP* OR *CAMPING* MEANS USING PUBLIC PROPERTY FOR LIVING ACCOMMODATION PURPOSES ON A TEMPORARY OR PERMANENT BASIS, REGARDLESS OF THE INTENT OF THE PARTICIPANTS OR THE NATURE OF ANY OTHER ACTIVITIES IN WHICH THEY MAY ALSO BE ENGAGING, WHEN UNDER THE CIRCUMSTANCES IT REASONABLY APPEARS THAT THE PARTICIPANTS ARE USING THE AREA FOR LIVING ACCOMMODATION PURPOSES.

B. *CHILDCARE FACILITY* HAS THE MEANING PROVIDED IN A.R.S. § 36-881(3).

C. *LIVING ACCOMMODATION PURPOSES* MEANS TO USE PUBLIC PROPERTY AS A TEMPORARY OR PERMANENT PLACE OF LODGING OR RESIDENCE. LIVING ACCOMMODATION PURPOSES INCLUDES, BUT IS NOT LIMITED TO, ACTIVITIES SUCH AS:

1. USING A TENT, SHELTER, VEHICLE, TRAILER, CAMPER, OR OTHER STRUCTURE FOR SLEEPING;

2. MAKING PREPARATIONS TO SLEEP, INCLUDING LAYING DOWN BEDDING FOR THE PURPOSE OF SLEEPING;

3. STORING PERSONAL BELONGINGS;

4. MAKING ANY FIRE, OTHER THAN A FIRE MADE IN A FIRE PIT OR BARBECUE PIT PROVIDED BY THE CITY FOR SUCH USE;

5. CARRYING ON COOKING ACTIVITIES, OTHER THAN IN A FIRE PIT OR BARBECUE PIT PROVIDED BY THE CITY FOR SUCH USE;

6. DOING ANY DIGGING, EARTH BREAKING, OR OTHER MODIFICATION OF LANDSCAPING.

D. *PUBLIC PROPERTY* MEANS ANY PROPERTY AND APPURTENANCES THEREON WHICH IS OWNED, LEASED, OR CONTROLLED BY THE CITY OF CHANDLER INCLUDING, BUT IS NOT LIMITED TO: PARKS, PLAYGROUNDS, SPLASH PADS, RESTROOMS, STREETS, SIDEWALKS, RIGHTS-OF-WAY, HIGHWAYS, ALLEYS, BIKE PATHS, TRANSIT STOPS OR TRANSIT STATIONS, PRESERVES, OPEN SPACES, MOUNTAIN PARKS, WASHES, LAND WHETHER IMPROVED OR UNIMPROVED, ATTRACTIONS, PUBLIC PLAZAS, MONUMENTS, STRUCTURES, FACILITIES, OR PARKING LOTS.

E. *SCHOOL* MEANS ANY PUBLIC SCHOOL, CHARTER SCHOOL OPERATING UNDER A VALID CONTRACT ISSUED BY THE STATE OR A STATE-SPONSORED ORGANIZATION, OR PRIVATE SCHOOL WHERE CHILDREN ATTEND CLASSES IN KINDERGARTEN PROGRAMS OR GRADES ONE THROUGH 12.

F. *SHELTER* MEANS A FACILITY, THE PRIMARY PURPOSE OF WHICH IS TO PROVIDE FREE OR LOW-COST TEMPORARY OR TRANSITIONAL LIVING ACCOMMODATIONS OR CAMPING TO HOMELESS PERSONS.

11-19.3 OFFENSES

A. IT IS UNLAWFUL TO CAMP IN OR ON ANY PUBLIC PROPERTY WITHIN THE CITY OF CHANDLER UNLESS EXPRESSLY DESIGNATED AS A PERMITTED CAMP SITE OR OTHERWISE EXPRESSLY PERMITTED BY THE CITY.

B. IT IS UNLAWFUL TO CAMP IN OR ON ANY BUILDING, FACILITY, PARKING LOT OR STRUCTURE, THAT IS OWNED, POSSESSED OR CONTROLLED BY THE CITY OF CHANDLER.

C. IT IS UNLAWFUL TO CAMP WITHIN 500 FEET OF ANY PROPERTY BOUNDARY OF A SCHOOL, CHILDCARE FACILITY, SHELTER, OR CITY PARK.

11-19.4 EXCLUSIONS. THIS CHAPTER DOES NOT APPLY TO:

A. ACTIVITIES APPROVED BY THE CITY THAT RECEIVE A SPECIAL EVENT LICENSE, SPECIAL USE PERMIT, LEASE, LICENSE, OR OTHER PERMIT OR PERMISSION.

B. PHYSICAL EMERGENCIES OR THE ADMINISTRATION OF MEDICAL ASSISTANCE.

C. TEMPORARY STRUCTURES OR CAMPS SET UP BY A GOVERNMENT AGENCY OR RELIEF WORKERS DURING A DISASTER OR EMERGENCY SITUATION.

11-19.4.1 PENALTY.

A. A VIOLATION OF THIS CHAPTER IS A CLASS 1 MISDEMEANOR AND PUNISHABLE IN ACCORDANCE WITH CHAPTER 1-8.

B. NO PERSON SHALL BE ISSUED A CITATION FOR A VIOLATION OF THIS SECTION UNLESS THE PERSON HAS PREVIOUSLY RECEIVED A WARNING FROM THE CITY OF CHANDLER WITHIN THE PREVIOUS 12 CALENDAR MONTHS OR THE PROPERTY ON WHICH A VIOLATION OCCURS HAS BEEN CONSPICUOUSLY POSTED WITH A WARNING OF THE PROVISIONS OF THIS SECTION.

C. AN INDIVIDUAL FOR WHOM PROBABLE CAUSE EXISTS TO BE CHARGED WITH A VIOLATION OF THIS CHAPTER, IN LIEU OF BEING ISSUED A CRIMINAL CITATION MAY, AT THE ELECTION OF THE CITING POLICE OFFICER AND WITH THE CONSENT OF THE INDIVIDUAL, BE

TAKEN TO A FACILITY PROVIDING SOCIAL SERVICES RELATED TO MENTAL HEALTH, HOUSING, AND/OR SUBSTANCE ABUSE TREATMENT.

D. IN ADDITION TO OR IN LIEU OF ANY SENTENCE IMPOSED FOR A VIOLATION OF THIS SECTION, THE COURT MAY SENTENCE A PERSON TO PERFORM COMMUNITY RESTITUTION OR ORDER A TERM OF EDUCATION OR TREATMENT CONSISTENT WITH A.R.S. § 13-717.

Section 2. Providing for Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

Section 3. Providing for Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. Providing an Effective Date. That this amendment to Chandler City Code is effective July 1, 2025.

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. 5122 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

Published in the Arizona Republic on:

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. TP25-18

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
From: Jason Crampton, Transportation Planning Manager
Subject: Final Adoption of Ordinance No. 5121, Amending the Code of the City of Chandler, Chapter 49 Transportation Commission to Add Regulations Regarding the Use of Transit Stops

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Proposed Motion:

Move City Council adopt Ordinance No. 5121, Amending the Code of the City of Chandler, Chapter 49 Transportation Commission to Add Regulations Regarding the Use of Transit Stops.

Background:

Chandler has 382 bus stops, a park and ride, and a transit center that support approximately 600,000 passenger boardings each year. Most bus stops have amenities such as benches and shade structures for passengers to use while awaiting the next bus. In addition to passengers using bus stops for their intended purpose, people also use Chandler bus stops for other purposes, and often for longer amounts of time compared to the typical bus passenger.

The presence of non-bus passengers has created challenges for the city and its bus passengers. The city's transit stop maintenance contractor experiences daily challenges in performing its cleaning duties at bus stops due to individuals and their personal belongings, preventing access to certain bus stops. Additionally, approximately three bus shelters per week require extensive clean-up and/or repairs as a result of the shelters being used overnight for non-transit uses. Furthermore, bus passengers often cannot or do not feel comfortable using seating at bus shelters when they are occupied by non-bus passengers and their personal belongings. Passengers frequently submit complaints to the city or to

Valley Metro regarding issues at bus stops, such as lack of cleanliness, strong odors, or an inability to use amenities due to the presence of somebody's personal belongings.

The proposed amendments to the City Code, Chapter 49 Transportation Commission, would prohibit the following activities at transit stops and transit stations (Chandler Park and Ride and Chandler Transit Center):
Remaining at the facility for more than one hour
Being at a transit facility when bus service is not in operation (typically 10 p.m. to 4:30 a.m.)
Storing personal belongings at the facility (except bicycles properly stored while bus service is in operation)
Parking vehicles overnight without a permit
An individual that violates this new code would be guilty of a class 1 misdemeanor, but before being cited, the individual would first be given notice of the transit regulations. Additionally, with the consent of the offending individual, law enforcement could have the individual taken to a social service facility instead of issuing a criminal citation.

If the ordinance is approved, police officers would have the authority to remove anybody in violation from the transit stop or facility. Personal property stored at transit facilities, including bicycles left at transit facilities overnight, could be confiscated by law enforcement, city officials or contractors. Any items confiscated would need to be held for at least 30 days to allow the owner of such property to reclaim the items that were left behind. Additionally, the city could tow vehicles parked overnight without permits. Having these tools available to city staff and law enforcement would significantly enhance the city's ability to keep transit facilities clean and make them available for bus passenger use.

Along with these new tools, the city would continue to pursue a services-first approach when addressing homelessness. Additionally, public education will occur before enforcing the new laws. This outreach effort would include posting signage at transit stops and stations detailing the new laws. If approved, July 1, 2025 is the effective date for enforcement.

Discussion:

In addition to sharing the proposed ordinance with Mayor and Council at a City Council Work Session on January 23, 2025, staff has shared the draft with and requested feedback from stakeholders such as the Chandler Chamber of Commerce, Downtown Chandler Community Partnership (DCCP), AZCEND, and the Salvation Army Chandler Corps. During this public outreach period, staff was

able to address questions/concerns from DCCP regarding shopping carts, public bathing, and camping associated with special events. AZCEND commended the city for a well-written ordinance. No comments were received from the Chamber or the Salvation Army.

The ordinance was introduced and tentatively adopted by City Council on March 27, 2025.

Attachments

Ordinance 5121

ORDINANCE NO. 5121

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING CHAPTER 49 OF THE CODE OF THE CITY OF CHANDLER BY ADDING ARTICLE I – TRANSPORTATION COMMISSION AND ARTICLE II – TRANSIT RULES AND REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

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

Section 1. That Chapter 49 of the Chandler City Code is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

Chapter 49 – TRANSPORTATION ~~COMMISSION~~

ARTICLE I. TRANSPORTATION COMMISSION.

49-1. Establishment.

There is hereby established a transportation commission, consisting of seven (7) members appointed by the Mayor, subject to the approval of the City Council. These members shall be qualified electors of the City and a resident of the City for at least one (1) year immediately preceding the date of the member's appointment.

49-2. Terms of office.

Terms of office for members of the Transportation Commission shall be for three (3) years, except the first members of the Commission shall be appointed for the following terms: two (2) members shall serve for one (1) year; two (2) members shall serve for two (2) years; and three (3) members shall serve for three (3) years. Thereafter their successors shall serve a full term. All such terms shall expire on the first day of May in which such term is due to expire. A vacancy in office during the term shall be filled in the same manner as the original appointment, and the newly appointed member shall serve out the remaining term of the member whose vacancy is being filled.

49-3. Officers and bylaws.

The Transportation Commission shall elect a chairperson and vice chairperson from among their members at the first meeting following May of each year. The Transportation Policy Manager or his/her duly authorized representative shall act as secretary of the Commission but shall not be allowed to vote. No officer elected by the Commission shall serve in the same capacity for more than two (2) consecutive one (1) year terms. The Commission may adopt bylaws which may,

among other things, set forth the time and place of meetings and the operating procedures of the Commission. All bylaws and any amendments thereto shall be subject to City Council review and approval.

49-4. Reserved.

Ord. No. 4983, § 1, adopted Jan. 13, 2022, renumbered the former § 49-4 as § 2-32. Said section pertained to powers and duties generally. The historical notation has been retained with the amended provisions for reference purposes.

49-5. Grounds for removal or forfeiture of office.

The grounds for removal of members or forfeiture of office will be in accordance with section 2-6 of this Code.

ARTICLE II. TRANSIT REGULATIONS.

49-6. – DEFINITIONS.

IN THIS CHAPTER, THE FOLLOWING TERMS, PHRASES, AND THEIR DERIVATIONS SHALL HAVE THE MEANING GIVEN HEREIN:

PERSONAL TRANSPORTATION DEVICE. ANY COMPACT HUMAN-POWERED OR MOTORIZED DEVICE, OTHER THAN A BICYCLE, DESIGNED FOR TRANSPORTING AN INDIVIDUAL.
PROPERLY STOWED AND SECURED. FASTENED TO A BICYCLE RACK OR, IF NONE IS AVAILABLE, ANOTHER FIXED OBJECT, WITH A LOCKING DEVICE INTENDED FOR THAT PURPOSE.
TRANSIT STOP. A LOCATION WITHIN THE CITY OF CHANDLER DESIGNATED FOR THE BOARDING AND DISEMBARKING OF PASSENGERS ON ANY FORM OF PUBLIC TRANSPORTATION, INCLUDING ADJACENT RIGHTS-OF-WAY, SEATING AREAS, AND ANY PARKING AREA PROVIDED.
TRANSIT STATION. A LOCATION WITHIN THE CITY OF CHANDLER PROVIDING AMENITIES FOR USERS OF PUBLIC TRANSPORTATION SUCH AS WAITING AREAS, SHADE AND LANDSCAPING, RESTROOMS, FARE VENDING MACHINES, AND PARK-AND-RIDE OR OTHER PARKING FACILITIES.

49-7. – PROHIBITED CONDUCT.

NO PERSON SHALL:

A. REMAIN AT A TRANSIT STATION OR TRANSIT STOP FOR MORE THAN ONE HOUR IN AN EIGHT-HOUR PERIOD.

B. ENTER OR REMAIN ON ANY TRANSIT STATION OR TRANSIT STOP AT ANY HOURS DURING WHICH TRANSIT SERVICES ARE NOT IN OPERATION, EXCEPT THAT TRANSIT PATRONS' INCIDENTAL USE UP TO 30 MINUTES BEFORE OR AFTER THE HOURS OF OPERATION IS PERMITTED.
C. STORE ANY PERSONAL PROPERTY IN OR AT A TRANSIT STATION OR TRANSIT STOP EXCEPT A BICYCLE OR OTHER PERSONAL TRANSPORTATION DEVICE PROPERLY STOWED AND SECURED DURING THE TIME PERIOD DESCRIBED IN SECTION 49-7(B).
D. PARK ANY VEHICLE AT A TRANSIT STATION OR TRANSIT STOP PARKING LOT OVERNIGHT WITHOUT A PERMIT.

49-8. – ENFORCEMENT AND PENALTY.

A. POLICE OFFICERS AND SUCH OTHER CITY OFFICIALS OR CONTRACTORS AS THE CITY MANAGER SHALL DESIGNATE ARE AUTHORIZED TO ENFORCE THE PROVISIONS OF THIS CHAPTER.
B. POLICE OFFICERS SHALL HAVE AUTHORITY TO REMOVE PERSONS FROM ANY TRANSIT STOP OR TRANSIT STATION WHOM THEY OBSERVE TO BE ENGAGING IN CONDUCT PROHIBITED UNDER SECTION 49-7 OF THIS CHAPTER.
C. VEHICLES PARKED OVERNIGHT IN VIOLATION OF SECTION 49-7(D) MAY BE TOWED PURSUANT TO SECTION 12-4.3 OF CHAPTER 12 OF THIS CODE.
D. POLICE OFFICERS AND SUCH OTHER CITY OFFICIALS OR CONTRACTORS AS THE CITY MANAGER SHALL DESIGNATE SHALL HAVE AUTHORITY TO CONFISCATE PERSONAL PROPERTY STORED IN VIOLATION OF SECTION 49-7(C) OF THIS CHAPTER.
E. A VIOLATION OF THIS CHAPTER IS A CLASS 1 MISDEMEANOR AND PUNISHABLE IN ACCORDANCE WITH CHAPTER 1-8.
F. NO PERSON SHALL BE ISSUED A CITATION FOR A VIOLATION OF THIS SECTION UNLESS THE PERSON HAS PREVIOUSLY RECEIVED A WARNING FROM THE CITY OF CHANDLER WITHIN THE PREVIOUS 12 CALENDAR MONTHS OR THE PROPERTY ON WHICH A VIOLATION OCCURS HAS BEEN CONSPICUOUSLY POSTED WITH A WARNING OF THE PROVISIONS OF THIS SECTION.
G. AN INDIVIDUAL FOR WHOM PROBABLE CAUSE EXISTS TO BE CHARGED WITH A VIOLATION OF THIS CHAPTER, IN LIEU OF BEING ISSUED A CRIMINAL CITATION MAY, AT THE ELECTION OF THE CITING POLICE OFFICER AND WITH THE CONSENT OF THE INDIVIDUAL, BE TAKEN TO A FACILITY PROVIDING SOCIAL

SERVICES RELATED TO MENTAL HEALTH, HOUSING, AND/OR SUBSTANCE ABUSE TREATMENT.

H. IN ADDITION TO OR IN LIEU OF ANY SENTENCE IMPOSED FOR A VIOLATION OF THIS SECTION, THE COURT MAY SENTENCE A PERSON TO PERFORM COMMUNITY RESTITUTION OR ORDER A TERM OF EDUCATION OR TREATMENT CONSISTENT WITH A.R.S. § 13-717.

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Severability.

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

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. 5121 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

Published in the Arizona Republic on:

City Council Memorandum **Government Relations & Transportation**
Policy Memo No. CP25-091

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
Daniel Haskins, Capital Projects Division Manager
Jason Crampton, Transportation Planning Manager
From: Alyssa Siqueiros, Construction/Design Project Manager
Subject: Professional Services Agreement No. TP2502.201, with Kimley-Horn and Associates, Inc., for the Paseo Trail Crossing Improvements Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. TP2502.201 to Kimley-Horn and Associates, Inc., for the Paseo Trail Crossing Improvements Design Services, in an amount not to exceed $430,825.09.

Background/Discussion:

The Paseo Trail is one of Chandler's premiere bicycle and pedestrian paths. The path runs continuously from the city's northern border with the Town of Gilbert at Galveston Street southwest to Riggs Road. However, there are four crossings near two major arterial intersections (Cooper Road and Chandler Boulevard; McQueen Road and Queen Creek Road) with unimproved segments along the canal bank.

A Maricopa Association of Governments (MAG) funded study was completed in 2022 to assess possible crossing recommendations for each of these four crossing locations. This project will use the information provided in the study to evaluate and design optimal crossing solutions, as well as pathway plans for the unimproved segments.

The project scope of work consists of traffic data collection and evaluation, the design of pathway, lighting, landscape, and traffic signal plans, geotechnical

evaluation, environmental assessment, drainage report, and public outreach. The agreement completion time is 545 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. The consultant is being procured by the direct select method from the previous On-Call Consultant Pre-Qualified List for Transportation Services. Staff recommends approval of this agreement with Kimley-Horn and Associates, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3060.5219.0.6TP772.0	General Gov't Capital Projects	Paseo Trail Crossing Improvements	$430,825.09	Y

Attachments

Agreement
Location Map

PROFESSIONAL SERVICES AGREEMENT
Design Services
PASEO TRAIL CROSSING IMPROVEMENTS
Project No. TP2502.201
Council Date: April 10, 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 **Kimley-Horn and Associates, Inc.,** a North Carolina corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **Paseo Trail Crossing Improvements** 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 **545 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 **$430,825.09** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: **Alyssa Siqueiros,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: Alyssa.Siqueiros@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Kimley-Horn and Associates, Inc.
	Mailing Address:	1661 East Camelback Road, Suite 400, Phoenix, AZ 85016
	Physical Address:	1661 East Camelback Road, Suite 400, Phoenix, AZ 85016
	Statutory Agent Name:	CT Corporation System
	Statutory Agent Mailing Address:	3800 N Central Ave., Ste. 460, Phoenix, AZ 85012
	Statutory Agent Physical Address:	3800 N Central Ave., Ste. 460, Phoenix, AZ 85012
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Brian Smalkoski, P.E., AICP, PTP, PTOE
	Title:	Vice President
	Phone:	602.906.1100
	Email:	brian.smalkoski@kimley-horn.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who

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

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

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

convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("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"
KIMLEY-HORN AND ASSOCIATES, INC.

03/14/2025
Signature Date

Adam Perillo
Print Name

Principal
Title

adam.perillo@kimley-horn.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

PROJECT DESCRIPTION

In 2022, the city of Chandler was awarded a Design Assistance grant to prepare an initial study to evaluate and propose alternatives for crossing improvements along the Ashley Trail and the Paseo Trail. The goal of this Paseo Trail Crossing Improvements final design project is to further evaluate the Paseo Trail crossing alternatives provided in the study, provide recommendations for a preferred alternative, and prepare improvement plans for the two segments along the Paseo Trail – Chandler Boulevard/Cooper Road and Queen Creek Road/McQueen Road. Improvements will include new 10-ft-12-ft wide concrete pathway, new signalization, and other associated improvements including path lighting, signage, and landscape.

This project will use local funds for design and construction.

DESIGN STANDARDS

DESIGN CONSULTANT shall perform Project Tasks outlined below and all work shall conform to the latest edition and amendments of the following, unless specifically noted otherwise:

- City of Chandler Standard Details and Specifications
- City of Chandler Technical Design Manual #1&2: Water & Wastewater System Design
- City of Chandler Technical Design Manual #3: Storm Drainage System Design
- City of Chandler Technical Design Manual #4: Street Design and Access Control
- City of Chandler Technical Design Manual #5: Traffic Signal Design
- City of Chandler Technical Design Manual #6: Streetlight Design
- City of Chandler Technical Design Manual #7: Traffic Barricade Design
- City of Chandler Technical Design Manual #8: Landscape Design of City Owned R.O.W., Medians, and Retention Basins
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
- City of Chandler Supplements to MAG
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities
- The Code of the City of Chandler
- Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG)
- City of Chandler Unified Development Manual
- City of Chandler General Plan
- City of Chandler Transportation Master Plan
- 2011 National Electrical Code
- Americans with Disabilities Act (ADA) requirements
- Proposed Right Of Way Accessibility Guidelines (PROWAG) or ROWAG (if finalized during project duration)

PROJECT TASKS

1. DATA COLLECTION

a. Task 1.1: Collect and Review Existing Records

i. DESIGN CONSULTANT will utilize and rely on existing information obtained during the previous MAG Active Transportation Design Assistance studies and will coordinate with the CITY on any additional information needed. CITY shall provide at no cost to DESIGN CONSULTANT the following, but not necessarily limited to, existing information as available: as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, and drawings of developments planned within the project area.

ii. DESIGN CONSULTANT shall keep a log and copy of all information collected through the duration of the project, including photos, as-builts, reports, and other documents provided from CITY, stakeholders, utility companies, external agencies, and developers.

iii. DESIGN CONSULTANT shall collect the following traffic data:

1. Saturday AM peak period (6am-10am) intersection movement counts (including trucks, pedestrians, and bicyclists) at the Cooper Road/Chandler Boulevard intersection.

2. PUBLIC UTILITY COORDINATION

a. Task 2.1 Utility Coordination

i. DESIGN CONSULTANT shall perform utility coordination in conformance with City Design Standards.

1. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.

2. DESIGN CONSULTANT shall work with the CITY to coordinate the early determination of facilities that may be abandoned or deactivated.

3. DESIGN CONSULTANT shall send Utility Conflict Review letters to each utility company notifying them of the project and defining the project scope and timeline along with Project Plans at each submittal (30%, 60%, 95%) for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements.

4. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY each with a written record of receipt.

ii. DESIGN CONSULTANT shall work with the CITY to facilitate utility coordination meetings following these submittals (60%, 95%). This task includes up to two (2) virtual general utility coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility coordination meetings.

iii. Per the SRP Design Requirements for Public Recreational Amenities on SRP Canal Rights-of-Way, DESIGN CONSULTANT shall work with the CITY to facilitate SRP

coordination meetings following each submittal (60%, 95%, FINAL). This task includes up to three (3) virtual SRP coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility coordination meetings.

b. Task 2.2: Utility Clearance Letter and Service Request Letters

i. DESIGN CONSULTANT shall prepare a utility clearance letter, providing a review of proposed utility plans, including conflict evaluation, and general considerations.

ii. DESIGN CONSULTANT shall provide load calculations for new services to the utilities and prepare service request letter.

3. PROGRESS MEETINGS

a. Task 3.1: Monthly Progress Meetings

i. This task includes up to twelve (12) half-hour virtual general progress meetings. DESIGN CONSULTANT anticipates a maximum of three (3) personnel attending the Progress Meetings.

ii. DESIGN CONSULTANT shall prepare and distribute meeting minutes for each Progress Meeting, including Action Items to be reviewed and updated at each Progress Meeting.

iii. This task includes coordination of Webex and other virtual formats as needed.

b. Task 3.2: Comment Resolution Meetings

i. This task includes three (3) one-hour virtual comment resolution meetings. Meetings shall be held no later than one week after redlines are returned to DESIGN CONSULTANT at each plan submittal. Comments Resolution Meetings are for both internal and external agency reviews.

4. PROJECT MANAGEMENT

a. Task 4.1: Project Monitoring

i. Prepare regular monthly progress reports.

ii. Perform regular budget monitoring

1. Pay applications will be submitted monthly. Invoices will be broken down to the same level of detail as the attached fee schedule. Pay applications will include a copy of the original project schedule and the current project schedule.

iii. Perform regular schedule monitoring

1. DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY.

2. The following is the overall project schedule that the DESIGN CONSULTANT shall manage and maintain. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule, are delayed by one week or more. Such adjusted schedule shall include a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. DESIGN CONSULTANT

shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

Notice To Proceed (NTP)	0
Data Collection/Survey	NTP + 4 Weeks
Submit 30% Roll Plot	NTP + 12 Weeks
Submit 60% Plans, Specifications, and Estimate	NTP + 22 Weeks
Submit 95% Plans, Specifications, and Estimate	NTP + 32 Weeks
Submit Final Plans, Specifications, and Estimate	NTP + 40 Weeks
Award Contract	NTP + 52 Weeks

3. The above project schedule is included as an overall project schedule. Each Paseo Trail Crossing Improvement segment will have an independent project schedule that may vary. The DESIGN CONSULTANT shall provide and maintain two independent project schedules.

b. Task 4.2: Manage Sub-Consultants

i. DESIGN CONSULTANT shall monitor all sub-consultants schedule and work products and ensure that all activities are coordinated.

5. DESIGN SURVEY

a. Task 5.1: Topographic Survey

i. The Horizontal Datum will be based on the Arizona Coordinate System, 1983, (Central) Zone GDACs for base control linework.

ii. The Vertical Datum will be based on NAVD 88 City of Chandler (BMS 11 & 12) as applicable

iii. DESIGN CONSULTANT shall verify horizontal and vertical control. The limits of topographic survey along Cooper Road and Chandler Boulevard are approximately 1200' east, 1000' south, and approximately 800' along the Paseo Trail Canal. The limits of topographic survey along McQueen Road and Queen Creek Road are approximately 900' east, 1800' south, and approximately 1400' along the Paseo Trail Canal.

iv. DESIGN CONSULTANT shall provide site topography to include contours at 1-foot intervals, with finish floors, spot elevations at critical locations (i.e., high points, low points, at top and bottom of curb line, edge of pavement, etc.).

v. DESIGN CONSULTANT shall locate existing planimetric features and visible utilities to include sewer manholes, water valves, grates, inlets, and other features as delineated on the aerial exhibit.

vi. DESIGN CONSULTANT will use conventional survey techniques to produce a comprehensive topographic map and surface with one-foot contour intervals.

6. ENVIRONMENTAL DOCUMENTATION

The following environmental documentation will be prepared to support the Reclamation Categorical Exclusion (CE).

i. Cultural Resources Survey:
DESIGN CONSULTANT will conduct a Class I records search that will involve examining archival records available on the AZSITE online database, Arizona State Museum (ASM) and the Salt River Project. In addition, historic maps and aerial photographs will be consulted to identify historic cultural resources that could be present in the area. DESIGN CONSULTANT will consult with the Bureau of Reclamation regarding the need for survey along the Consolidated Canal. If survey is required by Reclamation, DESIGN CONSULTANT will submit an Archaeological Resources Protection Act Permit application prior to conducting survey along the Consolidated Canal. DESIGN CONSULTANT will conduct a Class III survey of portions of the project area where this is appropriate, and will prepare a cultural resource survey report that meets ASM, SHPO and Reclamation standards.

ii. Biological Resources Memorandum:
DESIGN CONSULTANT will obtain and review an Official Species List for the project area from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPaC) system to determine if threatened, endangered, proposed, and/or candidate species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) on-line environmental review tool (OERT) report will be obtained to determine special status species are known to occur in the project vicinity. DESIGN CONSULTANT will conduct one site visit to document site characteristics with ground photography. Results of this assessment will be included in a brief Biological Resources Memorandum. Should further documentation be required, DESIGN CONSULTANT will provide a scope and fee for this additional task at the request of the Client.

iii. Preliminary Initial Site Assessment (PISA):
DESIGN CONSULTANT will prepare a PISA to identify potential contamination concerns within the project area. The PISA documentation will include observations from field reconnaissance and the review of an environmental database search that will be prepared by a third party for the vicinity of the project.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Additional Environmental Documentation, Field Work, Coordination

7. PLANS, SPECIFICATIONS AND ESTIMATES

a. Task 7.1: Plans (For Each Segment)

i. Design Consultant shall prepare plans for the project in accordance with City Standards.

ii. DESIGN CONSULTANT shall submit plans on CD in AutoCAD .DWG format and exports of each plan sheet and reference files and PDF of each plan sheet and PDFs of complete plans set at the 30%, 60%, 95%, and Final submittals. Payment for this task shall be directly correlated with submittal percentage.

iii. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms. DESIGN CONSULTANT shall provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments shall be incorporated unless otherwise authorized by the CITY.

iv. DESIGN CONSULTANT shall provide project plans to external agencies such as Maricopa County Department of Environmental Services, Arizona Department of Transportation, Salt River Project, and Flood Control District of Maricopa County, and upon direction from City to adjacent project consultants and contractors as appropriate to ensure construction activities are permitted and coordinated for construction to start immediately after award of City's construction contract.

v. Plans shall include**:**

1. Cover Sheet
2. General Notes Sheets
3. Standard Sections Sheets
4. Pathway Plans (Task 7.1A)
5. Drainage Report (Task 7.1B)
6. Traffic Analysis Memorandum (Task 7.1C)
7. Pedestrian Traffic Signal Plans (Task 7.1D)
8. Path and Street Lighting Plans (Task 10.1E)
9. Striping and Signing Plans (Task 10.1F)

vi. **Task 7.1A: Pathway Plans**

1. DESIGN CONSULTANT shall perform work necessary to create Typical Pathway Sections, Geometric Layout and Pathway Plan & Profile Sheets, as well as Paving Plan sheets for roadway modifications where the path crosses Cooper Road, Chandler Blvd, McQueen Road, and Queen Creek Road.

2. DESIGN CONSULTANT shall prepare pathway plan and profile plans at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, intersecting streets, utilities, existing right-of-way, proposed easements, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, benchmarks, and underground utilities. Paving profiles will not be provided in locations where curb and gutter or median curb is being modified, instead staking information will be shown on the plan sheets. Resident feedback will be taken into consideration for pathway design.

vii. **Task 7.1B: Drainage Report**

1. DESIGN CONSULTANT shall review the existing drainage reports and as-builts for the adjacent developments. The reports and as-builts shall be provided by the CITY. DESIGN CONSULTANT shall conduct a field visit to verify the existing drainage infrastructure and concepts.
   a. The required retention volume shown in these existing drainage reports and as-builts shall be assumed to be accurate.
   b. Where improvements are proposed adjacent to existing developments, the retention volume provided shown in these existing drainage reports and as-builts shall be verified using topographical survey obtained with this project.

2. DESIGN CONSULTANT shall prepare a drainage analysis to determine the effects of the shared use path on adjacent private drainage facilities and existing floodplains. DESIGN CONSULTANT shall perform hydrologic calculations per the CITY standards. The hydrologic and hydraulic calculations shall meet the CITY criteria.

3. DESIGN CONSULTANT shall prepare a Drainage Memorandum to document the analysis. The Draft Drainage Memorandum shall be submitted with the 60% Submittal. The Draft Final Drainage Memorandum shall be submitted with the 95% Submittal. The Final Drainage Memorandum shall be submitted with the Final Submittal. DESIGN CONSULTANT shall incorporate comments received at each submittal.

4. DESIGN CONSULTANT shall use the Drainage Memorandum to submit a Floodplain Use Permit for the Paseo Canal shared use path. The Floodplain Use Permit will be submitted to Flood Control District of Maricopa County (FCDMC) for approval.

viii. **Task 7.1C: Traffic Analysis**

1. DESIGN CONSULTANT shall conduct a traffic analysis that assesses existing conditions (based on peak hour intersection traffic count data and pedestrian/bicyclist data from the prior Project Assessment). DESIGN CONSULTANT shall develop a Synchro model to perform a capacity analysis of the Cooper Road/Chandler Boulevard intersection and identify levels of service, delays, and queues. The Synchro model will then be modified to include the design options being considered for a signalized Paseo Trail crossing on Cooper Road and on Chandler Boulevard and impacts to delays and queues along Cooper Road and Chandler Boulevard will be assessed. As part of the traffic analysis, DESIGN CONSULTANT shall conduct an analysis of the most recently available five years of crash data at the Cooper Road/Chandler Boulevard intersection and the potential trail crossing locations, focusing on crashes involving pedestrians and bicyclists.

2. DESIGN CONSULTANT shall prepare a brief memo (draft and final) that summarizes the traffic analysis findings, with content formatted for inclusion in the environmental noise and air quality assessments and in PowerPoint presentations to the public and/or elected officials.

ix. **Task 7.1D: Pedestrian and Traffic Signals**

1. **Traffic Signal Upgrades**

a. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the existing conditions at Cooper Road and Paseo Trail and Chandler Boulevard and Paseo Trail. The site visit will also document equipment and conditions related to the existing traffic signals and traffic control equipment at the intersections Queen Creek Road and Airport Boulevard and McQueen Road and Amazon Access.

b. DESIGN CONSULTANT shall provide a design to the CITY on how to make the intersections of Queen Creek Road and Airport Boulevard and McQueen Road and Amazon Access ADA compliant and accommodate pedestrian and bike crossings.

c. DESIGN CONSULTANT shall evaluate the following alternatives for the intersection of Cooper Road and Paseo Trail:

i. Pedestrian Hybrid Beacon at East Trail Approach
ii. Pedestrian Hybrid Beacon at West Trail Approach
iii. Installation of a Traffic Signal

d. DESIGN CONSULTANT shall evaluate the following alternatives for the intersection of Chandler Boulevard and Paseo Trail:
   i. Mid-block Pedestrian Signal
   ii. Pedestrian Hybrid Beacon
   iii. Existing Conditions to Remain

e. DESIGN CONSULTANT shall prepare design and full traffic signal plans for the traffic signal modifications at Queen Creek Road and Airport Boulevard, the traffic signal modifications at McQueen Road and Amazon Access, the preferred alternative for the intersection of Cooper Road and Paseo Trail, and the preferred alternative for the intersection of Chandler Boulevard and Paseo Trail. Preliminary traffic signal layouts will be prepared and submitted at 30% for each of the four intersections. Full plan set will be completed, including removals, new and relocated equipment at the 60%, 95%, 100%, and Final plan stages. The Traffic Signal Plans shall be (1" = 20'). and consist of the following sheets:
   i. Two (2) Traffic Signal Removal Sheets
   ii. Four (4) Traffic Signal Layout Sheets
   iii. Four (4) Pole Schedule Sheets
   iv. Four (4) Conductor Schedule Sheets

2. **Traffic Signal Interconnect**

a. It is assumed that Interconnect Conduit and Fiber will not be included with this design and that no fiber audit will be performed as part of this project.

x. **Task 7.1E: Path and Street Light Plans**

1. DESIGN CONSULTANT shall design path lighting along the Paseo Shared Use Paths within the project limits to cohesively transition from previous corridors in accordance with applicable City of Chandler Streetlight Technical Design Manual (TDM) #6 updated January 2020.

2. DESIGN CONSULTANT shall review the existing street lighting plans and as-builts for the existing paths and the adjacent developments within the project limits. The plans and as-builts shall be provided by the CITY. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing path lighting.

3. DESIGN CONSULTANT shall coordinate lighting design with Salt River Project (SRP) to define a power source to serve the lighting system on both segments of Paseo Trail within the project limits and resolve any potential conflicts for new path light locations.

4. DESIGN CONSULTANT shall provide a computer-generated point-to-point foot-candle grid for the shared use paths within the project limits and submit documents to CITY for approval as exhibits along with the 60% and 95% submittals. It is assumed that the street lighting shall be based on City of Chandler illumination standards found in Technical Design Manual #6 (January 2020).

5. DESIGN CONSULTANT shall prepare lighting plans for the paths within the project limits, including new pole and service locations at the 60%, 95%, and Final plan stage. The streetlight design shall conform to the latest standards as defined by the Technical Design Manual #6 to maintain aesthetic conformity. The Lighting Plans shall be (1"=40' scale) and consist of the following:

a. Path lighting general notes and key map
b. Path lighting plans, double stacked views, showing pole locations with station and offset

6. DESIGN CONSULTANT shall reference the TDM #6 standard details and drawings for the following within the City of Chandler:

a. Pole Assembly Detail (Pole, foundation, mast arm)
b. Junction Box detail
c. Trench detail
d. Connection details

7. SRP shall be responsible for providing detail drawings for the electrical details (Control center, wiring schematic, and cable schedule) for non-metered street lighting and services to meter pedestals for path lighting. These items on drawings prepared by SRP shall be accounted for in project specifications and engineer's estimate.

xi. **Task 7.1F: Striping and Signing Plans**

1. DESIGN CONSULTANT shall inventory all existing signage within the project limits.

2. DESIGN CONSULTANT shall design the Signing and Striping Design Plans within the project limits. This will include all regulatory signage required per MUTCD and City of Chandler standards. Wayfinding signage will not be included with this design. Resident feedback will be taken into consideration for striping and signing design.

3. DESIGN CONSULTANT will evaluate striping design for the following alternatives at the intersection of Cooper Road and Paseo Trail:

i. Pedestrian Hybrid Beacon at East Trail Approach
ii. Pedestrian Hybrid Beacon at West Trail Approach
iii. Installation of a Traffic Signal

4. DESIGN CONSULTANT will evaluate striping design for the following alternatives at the intersection of Chandler Boulevard and Paseo Trail:

iv. Mid-block Pedestrian Signal
v. Pedestrian Hybrid Beacon
vi. Existing Conditions to Remain

5. DESIGN CONSULTANT shall prepare Signing and Striping Design Plans at the 30%, 60%, 95%, and Final plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale, double stacked, and shall include the following sheets:

b. One (1) General Signing and Striping Notes Sheet (including striping details)
c. One (1) Signing Format sheet
d. Two (2) McQueen Road and Queen Creek Road Striping and Signing Plan Sheets

e. Two (2) Cooper Road and Chandler Boulevard Striping and Signing Plan Sheets

b. Task 7.2: Specifications

i. Technical Specifications shall be in accordance with City of Chandler Standard Specifications and MAG Standard Specifications. DESIGN CONSULTANT shall create technical specifications for all items not adequately covered by these standard specifications.

ii. Word and PDF format of Specifications shall be provided with each submittal.

c. Task 7.3 Cost Estimates

i. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements shall not be used for pay items.
ii. Excel and PDF format of Estimates shall be provided with each submittal.

8. SUBMITTALS (Accela electronic and PDF submittals)

a. Task 8.1: 30% Submittal

i. DESIGN CONSULTANT shall provide the following at the **30% submittal** to the City:
1. City Plan review and construction permit applications
2. Roll plot PDF of 30% preliminary design for each segment showing the following:
   a. Pathway Alignment
   b. Pedestrian Traffic Signal Locations
   c. Path and Street Lighting Locations
   d. Striping and Signing Layout
3. PDF of the draft Traffic Analysis Memorandum
4. PDF of the construction cost estimate

b. Task 8.2: 60% Submittal

i. DESIGN CONSULTANT shall provide the following at the **60% submittal** to the CITY:
1. City Plan review and construction permit applications
2. 30% submittal redlines and comments
3. Full size PDF of 60% plans including:
   a. Cover sheet
   b. Index, Key Map, and General Notes
   c. Typical Sections
   d. Geometric Configurations
   e. Overall Pathway Limits
   f. Pathway Plan and Profiles
   g. Pedestrian and Traffic Signal Plans
   h. Signing and Stripping Plans and Details
   i. Street Light Plans and Details
   j. Landscape and Irrigation Plans (if authorized)
4. PDF of the final Traffic Analysis Memorandum
5. PDF of the 60% technical specifications
6. PDF of the 60% construction cost estimate
7. PDF of the draft/preliminary drainage report

8. PDF of the right-of-way strip map with new or revised legal descriptions (if authorized)

c. Task 8.3: 95% Submittal

i. DESIGN CONSULTANT shall provide the following at **95% submittal**:
   1. City Plan review and construction permit applications
   2. 60% submittal redlines and comments
   3. Full size PDF of 95% plans including:
      a. Cover sheet
      b. Index, Key Map, and General Notes
      c. Typical Sections
      d. Geometric Configurations
      e. Overall Pathway Limits
      f. Pathway Plan and Profiles
      g. Pedestrian and Traffic Signal Plans
      h. Signing and Stripping Plans and Details
      i. Street Light Plans and Details
      j. Landscape and Irrigation Plans (if authorized)
   4. PDF of the 95% technical specifications
   5. PDF of the 95% construction cost estimate
   6. PDF of the draft geotechnical report (If authorized)
   7. PDF of the "Testhole Data Summary Sheet" (If authorized)
   8. PDF of the draft final drainage report
   9. PDF of the right-of-way strip map with new or revised legal descriptions (if authorized)

d. Task 8.4: Final Submittal

i. Upon receipt of response from utility companies, DESIGN CONSULTANT shall provide the following as the Final submittal: Full payment for this task shall not be made until City acceptance, not just delivery, of all items on this final submittal list.
   1. Three (3) full size and four (4) half size sets as well as a PDF of construction plans
   2. Four (4) copies and a PDF of final specification
   3. Four (4) copies and a PDF of the final construction cost estimate and bid schedule
   4. Utility Clearance Letter per Task 2.3
   5. CAD Files

ii. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for constructability of such plans, including, but not limited to, completion of right-of-way documentation acquiring all necessary easements. DESIGN CONSULTANT shall be responsible for preparing and obtaining written approval of any design exceptions and/or variances to Design Standards.

9. DESIGN ALLOWANCES

All allowances are at the discretion of the City and require written approval by the City Representative prior to work being performed or billed.

a. Allowance 1 - Owner's Allowance

i. This allowance is for any unforeseen work out of scope of the project listed herein as requested by the City.

b. Allowance 2 – Survey (Landcor)

i. This allowance is for any additional topographic survey required beyond the established project limits or any supplemental survey information requested by the City.

c. Allowance 3 - Geotechnical Engineering (atek Engineering)

i. This allowance is for geotechnical subsurface exploration and laboratory testing and the preparation of a Geotechnical Report as requested by the City.

d. Allowance 4 - Utility Potholing (Horrocks)

i. This allowance is for providing up to twelve (12) exploratory potholes at traffic signal foundation locations or other areas identified as needed up to the allotted amount and as requested by the City. Pertinent pothole data shall be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the utility found, depth, horizontal and vertical location, size and material composition, and top and bottom elevation of the utility line exposed.

e. Allowance 5 - Right-of-Way Coordination

i. This allowance is for the preparation of up to four (4) legal descriptions and exhibits for the acquisition of temporary construction easements. No new right-of-way is anticipated for this project. The CITY shall provide litigation (title) reports for the parcels within the project limits. DESIGN CONSULTANT shall utilize title reports and Sectional/centerline field survey to define the boundaries of properties where new easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits.

f. Allowance 6 - Public Outreach

i. This allowance is for the participation in and preparation of materials for up to one (1) stakeholder or community meeting for the duration of the project. Stakeholder or community meeting may include community bike/walk groups, virtual community meeting, or similar. DESIGN CONSULTANT shall be responsible for the following:

1. Development of roll plots and/or display boards
2. Prepare a meeting sign-in sheet and agenda
3. Give a brief presentation and answer questions as needed
4. Prepare and distribute meeting summaries, including Action Items and assignments
5. Provide coordination of Webex or other virtual formats as needed, if meetings are not conducted in-person.

i. CITY shall be responsible for the following:

1. Secure a location and time for each public meeting
2. Send invitations to stakeholders or groups

g. Allowance 7 - Landscape and Irrigation

i. This allowance is for the preparation of Landscape and Irrigation Plans for the McQueen Road/Queen Creek Road segment only.

ii. DESIGN CONSULTANT shall prepare Landscape Plans that show the location and layout of new trees and shrubs, existing trees to remain, plant schedule, plant quantities, landscape notes, and CITY standard landscape details. Landscape Plans will be prepared at a scale of 1" = 20'.

iii. DESIGN CONSULTANT shall coordinate with private entities as necessary for matching or maintaining existing landscaping and groundcover.

iv. DESIGN CONSULTANT shall prepare Irrigation Plans. Potable water shall be used for irrigation. Full plan set will be completed, including the locations of existing infrastructure to remain place and new locations of laterals, water meter(s), mainline, booster pumps, and valves. Plans will include irrigation quantities, emitter schedule, irrigation notes, and CITY of Chandler standard irrigation details. Irrigation Plans will be prepared at a scale of 1" = 20'.

v. DESIGN CONSULTANT shall coordinate with private entities as necessary for new connections and maintenance of existing irrigation systems. DESIGN CONSULTANT shall prepare water meter applications, when applicable.

vi. DESIGN CONSULTANT shall show the water taps for irrigation equipment on the utility plans and pathway plans, as appropriate. DESIGN CONSULTANT shall provide the complete design and all necessary details for these water taps and power for the irrigation controllers.

10. ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

a. Bioassay testing, archeology, soil fertility, and other tests to determine existing plant viability is excluded. Determination of existing plant viability to be based on professional opinions with considerations of typical construction activity impacts.
b. Application fees for City reviews and permits shall be paid by City.
c. It has been assumed that all agencies have a 20-working day review period.
d. Application fees for other agencies other than the City will be submitted to the City and paid utilizing Owner's Allowance.
e. Construction management or observation, inspection, or participation in construction meetings is excluded.
f. ITS splice details and communications architecture details will not be included as part of this scope.
g. Utility strip map and private utility relocation reviews will not be included as part of this scope.
h. Establishing benchmarks and right-of-way staking will not be included as part of this scope.
i. Erosion and Sediment Control Plans will not be included as part of this scope.

EXHIBIT "B"
COMPENSATION AND FEES

Exhibit B2-Summary of Consultant's Compensation

1661 E. Camelback
Road, Suite 400
Phoenix, AZ 85016
602.944.5500

Project Name Paseo Trail Crossing Improvements
Project No. TP2502.201

2/27/2025

CONTRACT LABOR

Classification	Man Hours	Billable Rates		Labor Costs
Sr Project Manager/Professional II	110	$	84.88	$ 9,336.59
Senior Professional I	181	$	70.99	$ 12,849.00
Professional	435	$	58.64	$ 25,509.73
Analyst	624	$	49.38	$ 30,815.39
Designer	408	$	43.21	$ 17,629.96
Administrative	76	$	30.86	$ 2,345.72

		Total Direct Labor	$ 98,486.39
Overhead Rate	194.38%	Total Labor and Overhead	$ 191,437.85
Fixed Capital Cost of Money	0.16%	Fixed Capital Cost of Money	$ 157.58
Fixed Fee	10%	Net Fee (Subtotal x 10% Fixed Fee)	$ 29,008.18
		Subtotal Contract Labor	$ 319,090.00

DIRECT AND OUTSIDE EXPENSES

General Expenses		$ 1,620.00
	Subtotal Direct & Outside Expenses	$ 1,620.00

SUBCONSULTANT FEE

Subconsultant	Task		Fee
Landcor	Survey		$ 15,850.00
		Subtotal Subconsultant Fee	$ 15,850.00

ALLOWANCES

Owner's Allowance		$ 20,000.00
Survey Allowance		$ 5,000.00
Geotechnical Engineering		$ 10,620.09
Utility Potholing		$ 25,235.00
Right-of-Way Coordination		$ 9,570.00
Public Outreach		$ 9,680.00
Landscape and Irrigation		$ 14,160.00
	Subtotal Allowance	$ 94,265.09

TOTALS

Subtotal Contract Labor	$ 319,090.00
Direct & Outside Expenses	$ 1,620.00
Subtotal Subconsultants	$ 15,850.00
Total Contract Fee	$ 336,560.00
Subtotal Allowances	$ 94,265.09
Total Contract Fee & Allowances	$ 430,825.09

Exhibit B1 - Fee Schedule

Paseo Trail Crossing Improvements

TP2502.201

TASK DESCRIPTION	SUBTOTAL
TASK 1 - DATA COLLECTION	**$ 5,055.00**
As-Built & Past Report Research	$ 1,020.00
Utility Data Collection - Collect and Log As-Builts	$ 1,360.00
Review, PDF and Log As-Builts/Past Reports	$ 1,440.00
Traffic Data Collection, Review, and Summary	$ 1,235.00
TASK 2 - PUBLIC UTILITY COORDINATION	
TASK 2.1 - UTILITY COORDINATION	**$ 6,165.00**
Update Utility Base File	$ 870.00
Develop and Maintain Utility Inventory and Conflict Log	$ 2,040.00
Utility Coordination Meetings - up to two (2)	$ 1,010.00
Utility Coordination Meeting Notes	$ 640.00
SRP Irrigation Coordination Meetings - up to four (4)	$ 1,515.00
SRP Irrigation Coordination Meeting Notes	$ 960.00
TASK 2.2 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS	**$ 6,770.00**
Utility Clearance Letters (30%, 60%, 90%)	$ 2,130.00
Power Serrvice Request Letters	$ 2,200.00
Coordinate Water and Power Addresses	$ 2,440.00
TASK 3 - PROGRESS MEETINGS	**$ 19,035.00**
Comment Resolution Meetings (3 Mtgs)(1 hour each)	$ 2,085.00
Monthly PM/Design Team Update Meetings (12 Mtgs)(0.5 hours each)	$ 4,170.00
Prepare Meeting Agenda/Exhibits/Handouts	$ 2,560.00
Meeting Notes	$ 2,560.00
Summary of Comments for Comment Resolution Mtgs	$ 4,360.00
Maintain Action Item Log	$ 3,300.00
TASK 4 - PROJECT MANAGEMENT	**$ 28,880.00**
Monthly Progress Reports	$ 4,410.00
Contract Management (12 Months @2.5 hrs/Month)	$ 3,870.00
Develop/Maintain Project Design Schedule	$ 2,530.00
QA/QC	$ 11,000.00
Manage Sub-Consultants	$ 4,670.00
Project Documentation/Email/Document Filing (12 Months @ 2 hrs/Month)	$ 2,400.00
TASK 5 - DESIGN SURVEY	**$ 3,270.00**
Develop Survey Request	$ 830.00
Review and Update Topo Survey CAD Files	$ 2,440.00
See Subconsultant - Control & Topo Survey - Landcor	
TASK 6 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE	**$ 24,600.00**
Biological Resources Memorandum	$ 5,300.00
Preliminary Initial Site Assessment (PISA)	$ 6,000.00
Cultural Resources	$ 13,300.00

Exhibit B1 - Fee Schedule

Paseo Trail Crossing Improvements

TP2502.201

TASK 7 - PLANS, SPECIFICATIONS, & ESTIMATES	
TASK 7.1A - PATHWAY PLANS	**$ 65,220.00**
Cover Sheet, Approvals, Vicinity Map (1 Sht each location)(2 Shts)	$ 2,040.00
General Notes & Legend (2 Shts per location)(4 Shts)	$ 3,340.00
Key Map & Index of Sheets (1 Sht each location)(2 Shts)	$ 3,300.00
Survey Control/Geometric Sheet (1 Sht each location)(2 Shts)	$ 5,120.00
Typical Sections, Pvmt Sections, Pavement Legend (1 Sht each location)(2 Shts)	$ 3,900.00
Miscellaneous Details Sheet (1 Sht each location)(2 Shts)	$ 3,900.00
Cooper Rd & Chandler Blvd Pathway Plan and Profile Sheets (4 Sheets)(1"=20' Scale)	$ 10,760.00
McQueen Rd & Queen Creek Rd Pathway Plan and Profile Sheets (6 Sheets)(1"=20' Scale)	$ 16,140.00
Sidewalk Ramp and Driveway Detail Sheets (4 Shts)	$ 10,680.00
Modeling and Grading	$ 6,040.00
TASK 7.1B - DRAINAGE REPORT	**$ 9,970.00**
Evaluate Existing Drainage Reports/Plans	$ 350.00
Field Visit	$ 1,010.00
Drainage Analysis	$ 2,995.00
Floodplain Use Permit	$ 1,495.00
Draft Drainage Report	$ 2,315.00
Respond to Comments	$ 190.00
Final Drainage Report	$ 1,615.00
TASK 7.1C - TRAFFIC ANALYSIS	**$ 12,230.00**
Traffic Analysis	$ 8,800.00
Traffic Memo	$ 3,430.00
TASK 7.1D - PEDESTRIAN TRAFFIC SIGNALS	**$ 58,120.00**
Traffic Signal Field Review	$ 2,100.00
Cooper Rd/Paseo Trail Alternatives	$ 2,880.00
Chandler Blvd/Paseo Trail Alternatives	$ 2,880.00
Traffic Signal Removal Sheets (2 Sheets)	$ 7,800.00
Traffic Signal Layout Sheets (4 Sheets)	$ 15,600.00
Pole Schedule Sheets (4 Sheets)	$ 15,600.00
Conductor Schedule Sheets (4 Sheets)	$ 5,700.00
Quantity Take-offs & Tabulation	$ 5,560.00
TASK 7.1E - PATH AND STREET LIGHT PLANS	**$ 21,385.00**
Existing Street Light Field Review	$ 700.00
Photometric Analysis (Double Stacked) (1"=40' Scale)(10 Sheets)	$ 4,700.00
Lighting General Notes	$ 2,720.00
Lighting Plans (Double Stacked) (1"=40' Scale) (10 Sheets)	$ 10,095.00
SRP Coordination	$ 3,170.00

Exhibit B1 - Fee Schedule

Paseo Trail Crossing Improvements
TP2502.201

TASK 7.1F - STRIPING & SIGNING PLANS	**$ 30,740.00**
Existing Signage Inventory	$ 2,740.00
General Notes,Detail, and Legend Sheet (1 Sht)	$ 1,410.00
Cooper Rd/Paseo Trail Alternatives	$ 3,200.00
Chandler Blvd/Paseo Trail Alternatives	$ 3,200.00
Sign Format Sheet (1 Sht)	$ 2,590.00
Striping/Signing Shts (McQueen Rd/Queen Creek Rd)(2 Shts)(1"=40' Scale)	$ 8,800.00
Striping/Signing Shts (Cooper Rd/Chandler Blvd)(2 Shts)(1"=40' Scale)	$ 8,800.00
TASK 10.2 - SPECIFICATIONS	**$ 10,770.00**
Technical Specifications (60%, 95%, Final)(For each location, 2 sets)	$ 7,830.00
Review and Update General Conditions/Contract/Specifications (95% & Final)	$ 2,940.00
TASK 10.3 - COST ESTIMATES	**$ 9,920.00**
Quantities/Estimate (30%, 60%, 95%, Final)(For each location, 2 sets)	$ 9,920.00
TASK 11 - SUBMITTALS	**$ 6,960.00**
30% Submittal Coordination (2 roll plots)	$ 1,590.00
60% Submittal Coordination (2 sets)	$ 1,590.00
95% Submittal Coordination (2 sets)	$ 1,590.00
Final Submittal Coordination (2 sets)	$ 2,190.00
SUBTOTAL DIRECT LABOR	**$ 319,090.00**

Exhibit B1 - Fee Schedule

Paseo Trail Crossing Improvements

TP2502.201

SUBCONSULTANTS TASKS	
TASK 9 - SURVEY (LANDCOR)	**$ 15,850.00**
Survey (Landcor) - See Appendix A	$ 15,850.00
VENDOR EXPENSES	
VENDOR EXPENSES	**$ 1,620.00**
Traffic Counts (FDS)	$ 320
ASM Curation Fees	$ 1,100
ERIS (Hazmat Database Search)	$ 200
DESIGN ALLOWANCE	
DESIGN ALLOWANCE SUBTOTAL	**$ 94,265.09**
ALLOWANCE 1 - OWNER'S ALLOWANCE	$ 20,000.00
ALLOWANCE 2 - SURVEY ALLOWANCE	$ 5,000.00
ALLOWANCE 3 - GEOTECHNICAL ENGINEERING	$ 10,620.09
ALLOWANCE 4 - UTILITY POTHOLING	$ 25,235.00
ALLOWANCE 5 - RIGHT-OF-WAY COORDINATION	$ 9,570.00
ALLOWANCE 6 - PUBLIC OUTREACH	$ 9,680.00
ALLOWANCE 7 - LANDSCAPE AND IRRIGATION	$ 14,160.00
TOTAL CONTRACT FEE - NOT TO EXCEED	**$ 430,825.09**

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Paseo Trail Crossing Improvements
TP2502.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
								Total Hours
TASK DESCRIPTION	**SUBTOTAL**	**$ 275.00**	**$ 230.00**	**$ 190.00**	**$ 160.00**	**$ 140.00**	**$ 100.00**	
TASK 1 - DATA COLLECTION	**5,055.00**	**1**	**2**	**2**	**7**	**8**	**17**	**37**
As-Built & Past Report Research	1,020.00		2			4		6
Utility Data Collection - Collect and Log As-Builts	1,360.00					4	8	12
Review, PDF and Log As-Builts/Past Reports	1,440.00				4		8	12
Traffic Data Collection, Review, and Summary	1,235.00	1		2	3		1	7
TASK 2 - PUBLIC UTILITY COORDINATION								
TASK 2.1 - UTILITY COORDINATION	**6,165.00**	**5**	**5**	**4**	**18**	**-**	**-**	**32**
Update Utility Base File	870.00		1		4			5
Develop and Maintain Utility Inventory and Conflict Log	2,040.00			4	8			12
Utility Coordination Meetings - up to two (2)	1,010.00	2	2					4
Utility Coordination Meeting Notes	640.00				4			4
SRP Irrigation Coordination Meetings - up to three (3)	1,515.00	3	3					6
SRP Irrigation Coordination Meeting Notes	960.00				6			6
TASK 2.2 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS	**6,770.00**	**-**	**8**	**11**	**8**	**9**	**3**	**39**
Utility Clearance Letters (30%, 60%, 95%)	2,130.00			3		9	3	15
Power Service Request Letters	2,200.00		4		8			12
Coordinate Water and Power Addresses	2,440.00		4	8				12
TASK 3 - PROGRESS MEETINGS	**19,035.00**	**9**	**19**	**17**	**56**	**-**	**-**	**101**
Comment Resolution Meetings (3 Mtgs)(1 hour each)	2,085.00	3	3	3				9
Monthly PM/Design Team Update Meetings (12 Mtgs)(0.5 hours each)	4,170.00	6	6	6				
Prepare Meeting Agenda/Exhibits/Handouts	2,560.00				16			16
Meeting Notes	2,560.00				16			16
Summary of Comments for Comment Resolution Mtgs	4,360.00		4	8	12			24
Maintain Action Item Log	3,300.00		6		12			18
TASK 4 - PROJECT MANAGEMENT	**28,880.00**	**52**	**26**	**20**	**-**	**-**	**48**	**146**
Monthly Progress Reports	4,410.00	6	12					18
Contract Management (12 Months @2.5 hrs/Month)	3,870.00	2	4				24	30
Develop/Maintain Project Design Schedule	2,530.00	2	2	8				12
QA/QC	11,000.00	40						40
Manage Sub-Consultants	4,670.00	2	8	12				22
Project Documentation/Email/Document Filing (12 Months @ 2 hrs/Month)	2,400.00						24	24
TASK 5 - DESIGN SURVEY	**3,270.00**	**-**	**-**	**5**	**4**	**12**	**-**	**21**
Develop Survey Request	830.00			1	4			5
Review and Update Topo Survey CAD Files	2,440.00			4		12		16
See Subconsultant - Control & Topo Survey - Landcor	-							
TASK 6 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE	**24,600.00**	**12**	**-**	**20**	**-**	**125**	**-**	**157**
Biological Resources Memorandum	5,300.00	4				30		34
Preliminary Initial Site Assessment (PISA)	6,000.00	4				35		39
Cultural Resources	13,300.00	4		20		60		84

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Paseo Trail Crossing Improvements
TP2502.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
								Total Hours
TASK DESCRIPTION	**SUBTOTAL**	**$ 275.00**	**$ 230.00**	**$ 190.00**	**$ 160.00**	**$ 140.00**	**$ 100.00**	
TASK 7 - PLANS, SPECIFICATIONS, & ESTIMATES								
TASK 7.1A - PATHWAY PLANS	**65,220.00**	**-**	**27**	**71**	**120**	**188**	**-**	**406**
Cover Sheet, Approvals, Vicinity Map (1 Sht each location)(2 Shts)	2,040.00		2	2	4	4		12
General Notes & Legend (2 Shts per location)(4 Shts)	3,340.00		3	3	6	8		20
Key Map & Index of Sheets (1 Sht each location)(2 Shts)	3,300.00		2	4	6	8		20
Survey Control/Geometric Sheet (1 Sht each location)(2 Shts)	5,120.00		2	6	8	16		32
Typical Sections, Pvmt Sections, Pavement Legend (1 Sht each location)(2 Shts)	3,900.00		2	4	8	10		24
Miscellaneous Details Sheet (1 Sht each location)(2 Shts)	3,900.00		2	4	8	10		24
Cooper Rd & Chandler Blvd Pathway Plan and Profile Sheets (4 Sheets)(1"=20' Scale)	10,760.00		4	8	24	32		68
McQueen Rd & Queen Creek Rd Pathway Plan and Profile Sheets (6 Sheets)(1"=20' Scale)	16,140.00		6	12	36	48		102
Sidewalk Ramp and Driveway Detail Sheets (4 Shts)	10,680.00		4	8	20	36		68
Modeling and Grading	6,040.00			20		16		36
TASK 7.1B - DRAINAGE REPORT	**9,970.00**	**6**	**6**	**18**	**15**	**8**	**-**	**189**
Evaluate Existing Drainage Reports/Plans	350.00			1	1			2
Field Visit	1,010.00	2	2					4
Drainage Analysis	2,995.00	1	2	6		8		17
Floodplain Use Permit	1,495.00	1	2	4				7
Draft Drainage Report	2,315.00	1		4	8			13
Respond to Comments	190.00			1				1
Final Drainage Report	1,615.00	1		2	6			9
TASK 7.1C - TRAFFIC ANALYSIS	**12,230.00**	**6**	**6**	**16**	**32**	**6**	**2**	**68**
Traffic Analysis	8,800.00	4	4	12	24	4	1	49
Traffic Memo	3,430.00	2	2	4	8	2	1	19
TASK 7.1D - PEDESTRIAN TRAFFIC SIGNALS	**58,120.00**	**-**	**30**	**118**	**180**	**-**	**-**	**328**
Traffic Signal Field Review	2,100.00			6	6			12
Cooper Rd/Paseo Trail Alternatives	2,880.00		2	6	8			16
Chandler Blvd/Paseo Trail Alternatives	2,880.00		2	6	8			16
Traffic Signal Removal Sheets (2 Sheets)	7,800.00		4	16	24			44
Traffic Signal Layout Sheets (4 Sheets)	15,600.00		8	32	48			88
Pole Schedule Sheets (4 Sheets)	15,600.00		8	32	48			88
Conductor Schedule Sheets (4 Sheets)	5,700.00		4	10	18			32
Quantity Take-offs & Tabulation	5,560.00		2	10	20			32
TASK 7.1E - PATH AND STREET LIGHT PLANS	**21,385.00**	**9**	**-**	**33**	**79**	**-**	**-**	**121**
Existing Street Light Field Review	700.00			2	2			4
Photometric Analysis (Double Stacked) (1"=40' Scale)(10 Sheets)	4,700.00	2		5	20			27
Lighting General Notes	2,720.00	2		3	10			15
Lighting Plans (Double Stacked) (1"=40' Scale) (10 Sheets)	10,095.00	5		8	45			58
SRP Coordination	3,170.00			15	2			17

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Paseo Trail Crossing Improvements
TP2502.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
								Total Hours
TASK DESCRIPTION	**SUBTOTAL**	**$ 275.00**	**$ 230.00**	**$ 190.00**	**$ 160.00**	**$ 140.00**	**$ 100.00**	
TASK 7.1F - STRIPING & SIGNING PLANS	**30,740.00**	**-**	**16**	**54**	**105**	**-**	**-**	**175**
Existing Signage Inventory	2,740.00			6	10			16
General Notes,Detail, and Legend Sheet (1 Sht)	1,410.00		1	2	5			8
Cooper Rd/Paseo Trail Alternatives	3,200.00		2	6	10			18
Chandler Blvd/Paseo Trail Alternatives	3,200.00		2	6	10			18
Sign Format Sheet (1 Sht)	2,590.00		1	4	10			15
Striping/Signing Shts (McQueen Rd/Queen Creek Rd)(2 Shts)(1"=40' Scale)	8,800.00		5	15	30			50
Striping/Signing Shts (Cooper Rd/Chandler Blvd)(2 Shts)(1"=40' Scale)	8,800.00		5	15	30			50
TASK 7.2 - SPECIFICATIONS	**10,770.00**	**10**	**20**	**18**	**-**	**-**	**-**	**48**
Technical Specifications (60%, 95%, Final)(For each location, 2 sets)	7,830.00	6	12	18				36
Review and Update General Conditions/Contract/Specifications (95% & Final)	2,940.00	4	8					12
TASK 7.3 - COST ESTIMATES	**9,920.00**	**-**	**8**	**16**	**-**	**36**	**-**	**60**
Quantities/Estimate (30%, 60%, 95%, Final)(For each location, 2 sets)	9,920.00		8	16		36		60
TASK 8 - SUBMITTALS	**6,960.00**	**-**	**8**	**12**	**-**	**16**	**6**	**42**
30% Submittal Coordination (2 roll plots)	1,590.00		2	3		4		9
60% Submittal Coordination (2 sets)	1,590.00		2	3		4		9
95% Submittal Coordination (2 sets)	1,590.00		2	3		4		9
Final Submittal Coordination (2 sets)	2,190.00		2	3		4	6	15
SUBTOTAL DIRECT LABOR	**319,090.00**	**110**	**181**	**435**	**624**	**408**	**76**	1,834

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Paseo Trail Crossing Improvements
TP2502.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
								Total Hours
TASK DESCRIPTION	**SUBTOTAL**	**$ 275.00**	**$ 230.00**	**$ 190.00**	**$ 160.00**	**$ 140.00**	**$ 100.00**	
SUBCONSULTANTS TASKS								
TASK 9 - SURVEY (LANDCOR)	**15,850.00**							
Survey (Landcor) - See Appendix A	15,850.00							
VENDOR EXPENSE								
VENDOR EXPENSE	**1,620.00**							
Traffic Counts (FDS)	320.00							
ASM Curation Fees	1,100.00							
ERIS (Hazmat Database Search)	200.00							
DESIGN ALLOWANCEs								
ALLOWANCE 1 - OWNER'S ALLOWANCE	**20,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Owner's Allowance	20,000.00							
ALLOWANCE 2 - SURVEY ALLOWANCE	**5,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Survey Allowance (Landcor)	5,000.00							
ALLOWANCE 3 - GEOTECHNICAL ENGINEERING	**10,620.09**	**-**	**1**	**2**	**6**	**-**	**-**	**9**
Geotechnical Engineering (atek Engineering) - See Appendix B	9,050.09							
Geotechnical Engineering Coordination (Kimley-Horn)	1,570.00		1	2	6			
ALLOWANCE 4 - UTILITY POTHOLING	**25,235.00**	**-**	**1**	**2**	**6**	**-**	**-**	**9**
Utility Potholing (Horrocks) - See Appendix C	23,665.00							
Utility Potholing Coordination (Kimley-Horn)	1,570.00		1	2	6			
ALLOWANCE 5 - RIGHT-OF-WAY COORDINATION	**9,570.00**	**6**	**-**	**8**	**40**	**-**	**-**	**54**
Coordinate Title Reports/Prepare Legal Descriptions & Exhibits (up to 4)(Kimley-Horn)	9,570.00	6		8	40			54
ALLOWANCE 6 - PUBLIC OUTREACH	**9,680.00**	**8**	**8**	**12**	**16**	**-**	**8**	**52**
Public Outreach (Kimley-Horn)	9,680.00	8	8	12	16		8	
ALLOWANCE 7 - LANDSCAPE AND IRRIGATION	**14,160.00**	**-**	**2**	**16**	**29**	**43**	**-**	**90**
General Notes and Materials Schedule (1 Sht)	440.00				1	2		3
Queen Creek Rd/McQueen Rd Landscape Plans (4 Shts) (1"= 20')	5,960.00			8	12	18		38
Planting Details (1 Sht)	830.00		1		2	2		5
Queen Creek Rd/McQueen Rd Irrigation Plans (4 Shts) (1"= 20')	5,960.00			8	12	18		38
Irrigation Details (2 Shts)	970.00		1		2	3		6
SUBTOTAL DESIGN ALLOWANCES	**94,265.09**							
TOTAL CONTRACT FEE - NOT TO EXCEED	**430,825.09**							

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

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

3.2. *Insurance Cancellation During Term of Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

PROFESSIONAL SERVICES AGREEMENT

LANDCOR CONSULTING

THIS AGREEMENT is made and entered into this __ day of _____, 2025 (the "Agreement Date") by and between:

CLIENT

Name:	**Kimley-Horn**
Street Address:	1661 E. Camelback Road, STE 400
City/State/Zip:	Phoenix, AZ 85016
Phone:	602-837-5511
Representative:	Chad Huber

LANDCOR

Name:	**Landcor Consulting, PC**
Street Address:	1955 S. Val Vista Dr. #121
City/State/Zip:	Mesa, Arizona 85204
Phone:	810-287-8513
Representative:	Nick Jarrett R.L.S.

PROJECT NAME:	**Chandler Paseo Trail Survey Services**
PROJECT LOCATION:	**Project Area 1: Intersection of Cooper Rd & Chandler Blvd** **Project Area 2: Intersection of McQueen Rd & Queen Creek Rd** **Both Project areas are in Chandler Arizona**
COMPENSATION:	**See attached**
REIMBURSABLE EXPENSES:	N/A
RETAINER:	**none**
SCOPE OF SERVICES:	See Attached

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CLIENT	**LANDCOR**
Signature _____	**Signature** Nick Jarrett, RLS
Title: _____	**Title:** **Survey Manager**
Date: _____	**Date:** **1-24-25**

SCOPE OF SERVICES

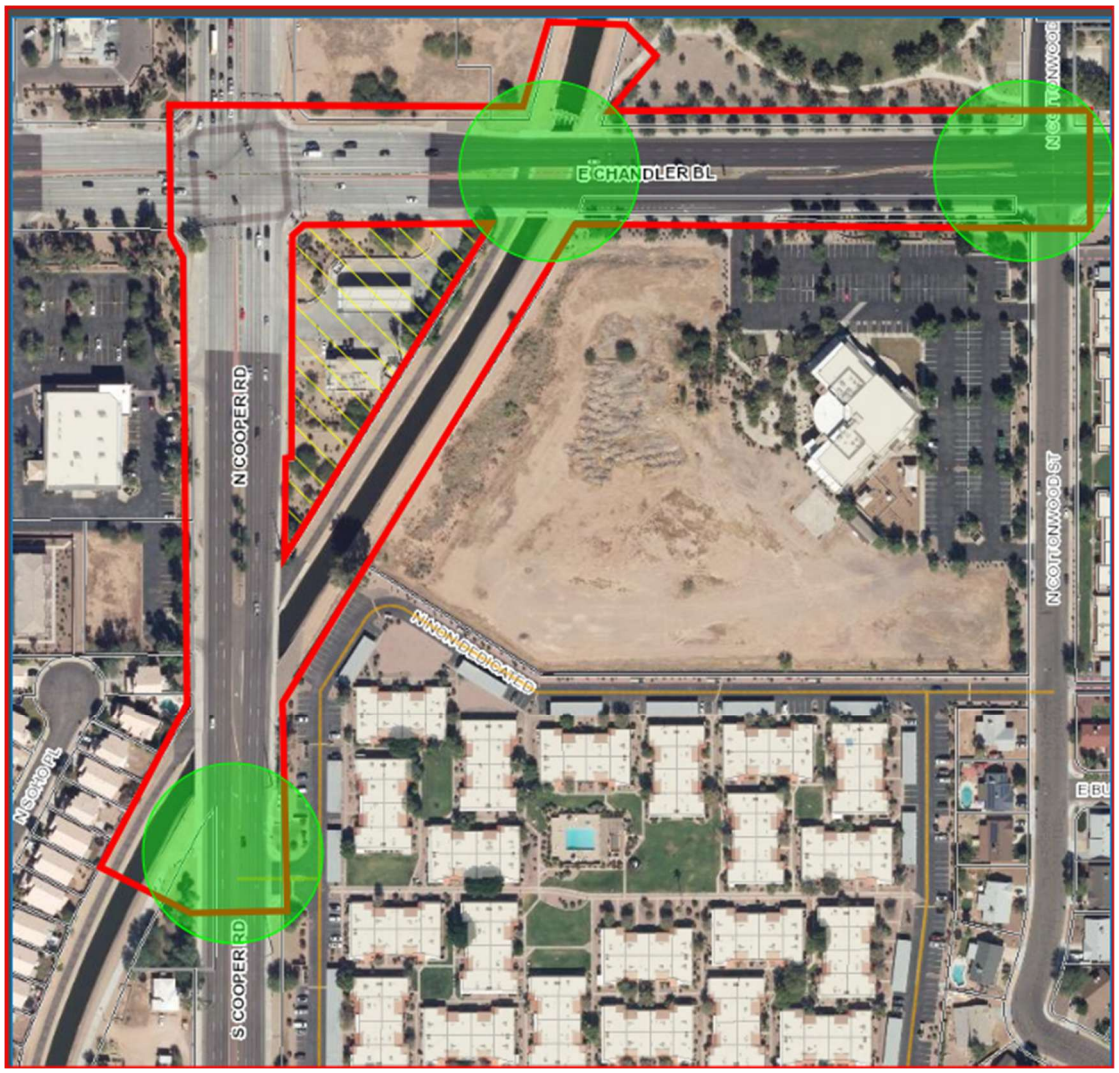
Topographic Survey Description: For Project Areas 1 & 2

LANDCOR will provide Survey Services of the project area for purposes of an ALTA Survey & Design Engineering. The survey will include the following items:

- Site topography including visible improvements and site features such as buildings, curbs, driveways, sidewalks, walls, trees, surface utilities, signs, etc.
- The survey corridor is shown below in RED. Yellow hashed areas are excluded.
- Sewer inverts will be measured if safely possible.
- The data will be sufficient to produce a comprehensive topographic map & surface with one-foot contour intervals. Green highlighted areas indicate areas of crucial vertical tolerances, conventional Total Station measurements will be collected in these areas. Areas in red only will be measured with GPS.

PROJECT AREA 1, Cooper Road & Chandler Boulevard, FEE Estimate = $7,950

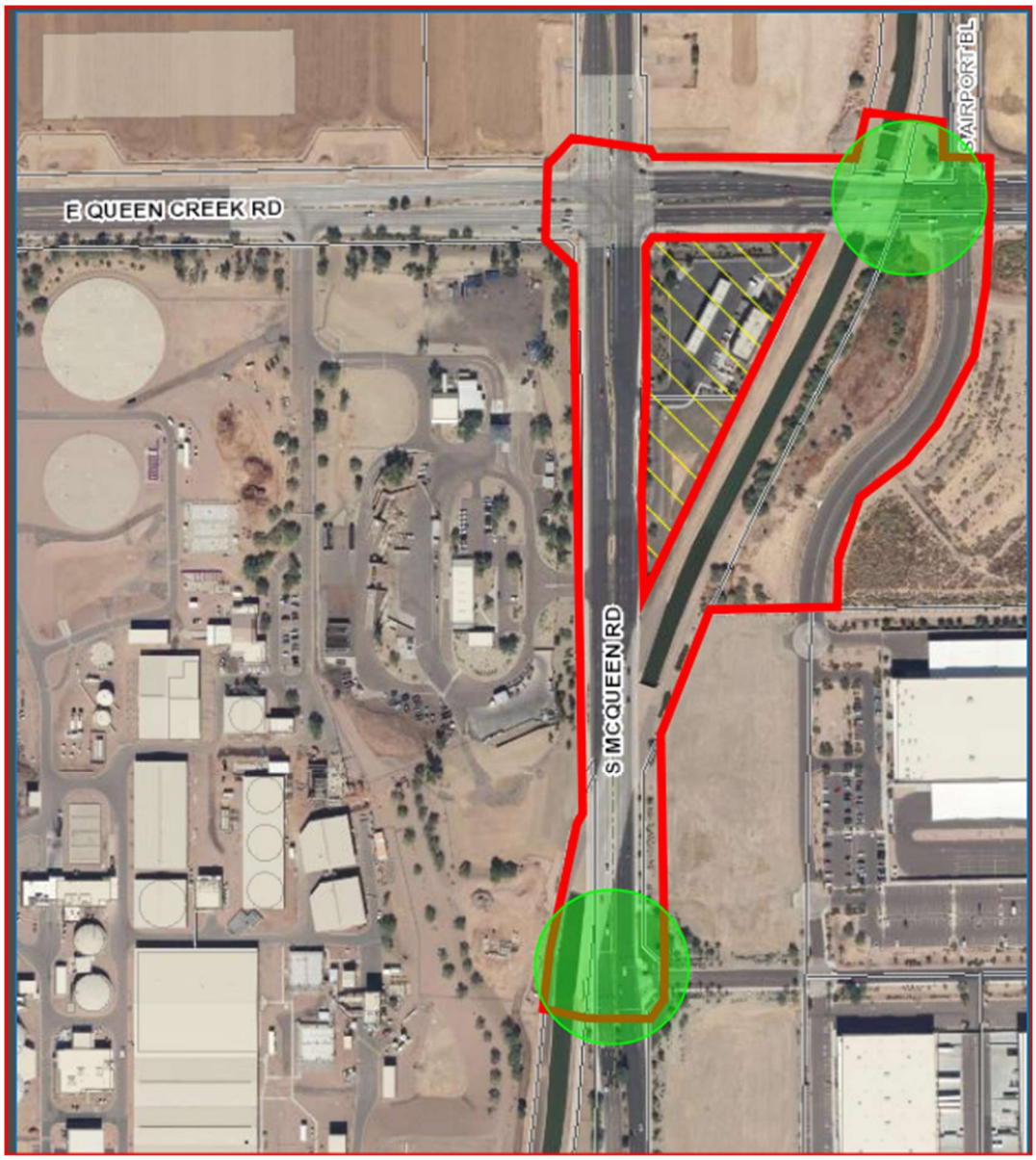
(Additional Post Design Field Measurements, FEE Estimate = $2,500)



SCOPE OF SERVICES (cont.)

PROJECT AREA 2, McQueen Road & Queen Creek Road, FEE Estimate = $7,900

(Additional Post Design Field Measurements, FEE Estimate = $2,500)



PROVISIONS

1. **AUTHORIZATION TO PROCEED.** CLIENT's signing of this Agreement constitutes authorization on for LANDCOR to proceed with the described services and also constitutes acknowledgment and ratification of services previously rendered at CLIENT's request to the extent they fall within the scope of services described above.
2. **REIMBURSABLE EXPENSES.** Reimbursement for direct expenses shall include all costs incurred directly for the Project including, but not limited to, transportation including mileage at LANDCOR's current rate, meals, lodging, field office facilities, laboratory tests and analysis, computer services, telephone and other communications, reproduction of documents, outside technical or professional services, aerial and ground surveying and subsurface exploration. Reimbursement shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by LANDCOR.
3. **RETAINER.** Before LANDCOR begins rendering services CLIENT shall pay a retainer in the amount set forth on the reverse side, which shall be applied to the last amounts due LANDCOR hereunder.
4. **PAYMENT.** Monthly invoices will be tendered by LANDCOR for its fees and payment is due within thirty (30) days after the invoice date. Any amounts not paid when due shall bear interest at the rate of 1.5% per month (18% per annum) until paid. LANDCOR may suspend services under this Agreement until payment in full has been made.
5. **CONSTRUCTION COST ESTIMATES.** LANDCOR has no control over actual project construction costs and estimates of such probable costs represent LANDCOR's good faith estimation only of the approximately, probable cost to construct the project, based on the information available at the time. LANDCOR cannot and does not represent or guarantee that actual project construction costs will not vary substantially from its estimate of probable costs.
6. **CHANGES.** Additional or extended services which are made necessary by any substantial extension of the time necessary to complete the project, change in the scope of the project, or requests by CLIENT that LANDCOR assist in administration beyond the customary services incidental to the services described on the reverse side, shall require appropriate adjustments to LANDCOR's compensation.
7. **PROFESSIONAL STANDARDS.** LANDCOR shall perform its services at the level of competency presently maintained by other practicing professional engineers in CLIENT's community, performing the same type of work. LANDCOR makes no other warranty, express or implied.
8. **CLIENT RESPONSIBILITIES.** CLIENT shall cooperate with Engineer by providing everything reasonably necessary for LANDCOR to be able to provide its services, including, but not limited to, all necessary information concerning the project and CLIENTS requirements including design criteria, necessary access to public and private lands, legal accounting and insurance services required for the project, and necessary permits and approval of governmental authorities and other individuals.
9. **TERMINATION.** Either party may terminate this Agreement with or without cause, upon ten (10) working days written notice to the other. Upon early termination, LANDCOR's shall be paid in full for all services rendered and costs incurred, through the effective termination date.
10. **ARBITRATION AND LEGAL EXPENSES.** Any controversy of claim relating to this Agreement will be settled by arbitration upon the mutual agreement of the parties. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association in effect at the time of the arbitration, unless the parties mutually agree to conduct such arbitration by a different procedure. Judgment on the award or decision rendered may be entered in any court having jurisdiction over the matter. In the event of any legal action between the parties to enforce any of the terms of this Agreement, the party in whose favor judgment is rendered, shall be paid by the non-successful party all costs and expenses incurred, including a reasonable attorney's fee.
11. **LIMITATION OF LIABILITY.** LANDCOR's liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
12. **BINDING EFFECT.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. If any of the provisions of this Agreement are declared invalid, such declarations shall not affect the validity of the remainder of this Agreement.
13. **LIMITATION OF FEES.** LANDCOR's fees shall be limited to the amount set forth on the reverse side. In the case of a lump sum fee, LANDCOR shall perform only the described services and its fee shall be the stated lump sum amount. In the case of a "not-to-exceed" fee, LANDCOR's estimate of the total fees is not a guarantee that all the described services can be performed for that amount but represents it good faith estimation of the approximate total fees that will be earned, based on the information available at the time. However, LANDCOR shall limit its services under this Agreement to the estimated amount. If all the services described are not completed, LANDCOR shall provide CLIENT with a revised estimate and proceed to completion only upon CLIENT's written authorization.
14. **OWNERSHIP OF DOCUMENTS.** All documents prepared by LANDCOR pursuant to this Agreement are prepared specifically for use in connection with this project. Originals of all such documents are and remain the property of LANDCOR. LANDCOR shall furnish CLIENT with sufficient copies of such documents for its purposes. All such documents are not intended or represented to be suitable for re-use by the CLIENT or others on extensions of this project or on any other work. The CLIENT may use such documents for other purposes without further compensation to LANDCOR; however, any re-use without written verification or adaptation by LANDCOR for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to LANDCOR. CLIENT agrees to indemnify and hold harmless LANDCOR from all claims, damage, losses and expenses, including attorney's fees, arising out of or resulting from the CLIENT's use of the documents for any purpose other than in connection with this project. Any verification or adaptation of the documents by LANDCOR for other purposes will entitle LANDCOR to further compensation as agreed upon between the parties.

LANDCOR CONSULTING

STANDARD HOURLY RATES AND REIMBURSEMENT SCHEDULE
(Rates Effective thru 2025)

Civil and Survey Hourly Rates

Principal (PE)	$170
Project Manager/Engineer (PE)/Surveyor (RLS)	$155
Designers/CADD Technicians	$115
One-Man Survey Crew	$170
Two-Man Survey Crew	$210
Office Survey Support	$135
Administrative/Clerical	$85

Other Standard Reimbursable Expenses

All reimbursable expenses, including, but not limited to the following, will be invoiced at cost plus 10%: postage/express mail and deliveries; copying/printing/reproductions; project-related mileage; parking; sub-consultants approved by Client in advance, and other expenses approved by Client in advance.

atek
ENGINEERING CONSULTANTS

January 29, 2025
File Number: 250034

Attention: Anne S. DeBoard, PLA, ASLA
Kimley-Horn
1661 East Camelback Road, Suite 400
Phoenix, Arizona 85016

Re: Proposal for Geotechnical Subsurface Exploration
Paseo Trail Crossing Improvements
Chandler Boulevard and Cooper Road
Queen Creek Road and McQueen Road
Chandler, Arizona

ATEK Engineering Consultants, LLC (ATEK) is pleased to present this proposal to perform a geotechnical subsurface exploration at the above referenced site. This proposal is based on a request for proposal received via email on January 21, 2025.

ATEK is committed to providing a high level of service to its clients, commensurate with their wants and needs. If a portion of this proposal does not meet your needs, or if those needs have changed, ATEK will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. We look forward to the opportunity to serve you.

PROJECT UNDERSTANDING
The proposed project consists of improvements to Paseo Trail located in Chandler, Arizona. The improvements include signalized crossing, new lighting and concrete pathways. It is anticipated that the crossing improvements will be located near the intersection of Chandler Boulevard and Cooper Road, and near the intersection of McQueen Road and Queen Creek Road.

COST AND SCHEDULE
ATEK proposes to perform the geotechnical investigation as detailed below on a lump sum basis as tabulated below. This fee also assumes that one (1) color PDF report will be provided. Extra 'hard copy' reports will be provided if requested prior to the initial report printing.

Item	Cost
Geotechnical Subsurface Exploration	$ 9,050.09

Work will be scheduled upon receipt of your authorization to proceed. We understand that the Client will provide access to the property. Once the Client has provided ATEK with access to the site, we estimate the geotechnical report will be complete within fifteen to twenty (15 to 20) working days following receipt of your authorization to proceed. If necessary ATEK can adjust the geotechnical exploration schedule to accommodate project requirements.

SCOPE OF SERVICES
A geotechnical subsurface exploration is required to develop information relative to existing site soil. ATEK proposes to provide the following scope of services:

- Perform a review of pertinent documents provided by the client regarding geotechnical information associated with the property;

- Perform a geotechnical site reconnaissance;

- Review available construction information for the proposed structure as it relates to the geotechnical characteristics of the site;

- Explore the existing subsurface conditions by drilling five (5) soil borings to a depth of thirty feet to determine information relative to subsurface soil conditions. The soil test borings will be advanced using a hollow stem auger to the proposed depth or auger refusal is encountered, whichever occurs first. Representative soil samples will be obtained between the surface and a depth of 2.5 feet, at 5 feet, and at 5-foot intervals thereafter using standard sampling procedures.

ASSUMPTIONS
Our proposed Scope of Services and cost estimate are based on the following assumptions:

- The project owner will provide right-of-entry and unrestricted access to all locations for borings.
- Locations of the borings will be checked by "AZ 811". The client will provide any other possible utility or underground facility locations. Damage to unknown buried facilities, not detected through "AZ 811" or review of available utility maps provided to us, will not be the responsibility of ATEK.
- The Scope of Services included within our fee estimate does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. In the event that such material is suspected, we will notify you immediately for direction before proceeding on any out-of-scope services.
- All borings will be backfilled with the excavated materials.
- This proposal assumes that the site is accessible with a truck-mounted drill rig, under its own power, without the need for towing or pushing.
- This proposal includes drilling to a maximum depth of 30 feet below existing site grade, if deeper borings are required we will need to revise our Scope of Services and fee estimate.
- Any service or cost not specifically included in this proposal is not included in the Scope of Services and associated fee. Costs generated from any work requested by the client that is outside the above Scope of Services will be charged to the client.
- The above estimate applies to work performed within 60 days. After that time, we should review the proposal.

At the completion of the fieldwork, representative samples will be sealed in plastic bags or brass and plastic containers and transported to our laboratory. The samples will then be classified in general accordance with the Unified Soil Classification System (USCS) and reviewed by an experienced geotechnical engineer. Field boring logs will be prepared presenting a description of the soils encountered by the borings. Laboratory testing completed for this project will include natural moisture contents, percent passing a No. 200 sieve, Atterberg limits, undisturbed ring densities, standard Proctor, swell tests, sulfate

contents, chloride contents, pH and resistivity tests. All tests will be performed in general accordance with applicable ASTM procedures.

Based upon our analyses, a geotechnical engineering report will be prepared and issued. The following items will be included in the report:

- A brief review of our field and laboratory procedures and all test results, including boring logs;
- A discussion of the general subsurface conditions including soil and groundwater conditions;
- A review of the proposed construction design conditions;
- Any unsatisfactory soil conditions (if applicable) and recommended remedial measures;
- A general evaluation of possible alternate foundation systems (if applicable), and a discussion of the recommended foundation system;
- Design criteria related to the recommended foundation system including allowable bearing pressure, minimum sizes, predicted performance and lateral earth pressures;
- Recommended construction procedures and quality control measures related to foundations and earthwork.

AUTHORIZATION
The work will be conducted in accordance with the attached General Conditions. Your signature on this proposal indicates your acceptance of these Conditions and authorization for ATEK to proceed with the Scope of Services outlined herein. If this proposal is acceptable, we can begin work as soon as we receive an ORIGINAL signature in the “acceptance” field.

If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

LIMITATIONS
ATEK will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is provided as part of the services offered by this proposal. This proposal neither makes nor intends a warrantee or guarantee, express or implied, nor does it create a fiduciary responsibility to Client by Consultant.

TERMS AND CONDITIONS
All terms and conditions indicated in this proposal and in the attached General Conditions will be considered by both parties to be in effect from the effective date of the signed proposal through completion of the project. The proposal will remain in effect for 60 days from its date, and thereafter shall be null and void unless it has been signed for the work proposed.

NOTICES
Any notice required or permitted to be given under this proposal shall be in writing, shall specifically refer to this proposal, and shall be addressed to the appropriate Party at the addresses specified below. Notices shall be deemed to have been given for all purposes when received via email.

The contract administrator shall serve as the primary point of contact for all matters related to contract deliverables. All notices regarding deliverables, changes, or milestones shall be directed to the contract administrator with a copy to the ATEK representative.

Project Manager:	**Contract Administrator:**	**ATEK Representative:**
Antonio Lopez	Karina Ortega	Armando Ortega
111 S. Weber Dr., Suite 1	111 S. Weber Dr., Suite 1	111 S. Weber Dr., Suite 1
Chandler, AZ 85226	Chandler, AZ 85226	Chandler, AZ 85226
alopez@atekec.com	contracts@atekec.com	aortega@atekec.com

We sincerely appreciate the opportunity to be of service and look forward to working with you on this project.

Sincerely,
ATEK Engineering Consultants, LLC.

Antonio Lopez, PE
Geotechnical Group Manager

Martin Ortega
Staff Professional

Enclosure: General Conditions 2025

Client agrees to the Scope of Services described in this Proposal and Cost Estimate and the General Conditions attached and incorporated herein.

By: _____
Kimely-Horn

Title: _____

Date: _____

ATEK GENERAL CONDITIONS (PROFESSIONAL SERVICES)

This PROFESSIONAL SERVICES AGREEMENT is made by and between Kimley-Horn hereinafter referred to as CLIENT, and ATEK Engineering Consultants, LLC, hereinafter called ATEK.

The PROFESSIONAL SERVICES AGREEMENT between the parties consists of these terms and conditions, the attached PROPOSAL identified as ATEK Proposal No. 250034, dated January 2, 2025, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this PROFESSIONAL SERVICES AGREEMENT must be mutually agreed to in writing.

SECTION 1 - SCOPE OF SERVICES

ATEK shall perform pursuant to the terms and conditions of this PROFESSIONAL SERVICES AGREEMENT the services as set forth in the accompanying PROPOSAL.

SECTION 2 - PERMITS & UTILITIES

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide ATEK access to the site for all equipment and personnel at no charge to ATEK.
2. ATEK will contact Blue stake prior to beginning field exploration services. While ATEK will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold ATEK harmless for unknown buried facilities, not detected through "Blue Stake" or review of available utility maps provided to us, in the absence of willful and gross misconduct by ATEK.

SECTION 3 - SAMPLES

Samples collected during this study will be retained for approximately 30 days after the report is submitted and then disposed.

SECTION 4 - INVOICES

ATEK will submit an invoice to CLIENT each month. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date.

SECTION 5 - OWNERSHIP OF DOCUMENTS

1. All reports, field data, field notes, calculations, estimates and other documents prepared by ATEK, as instruments of service, shall remain the property of ATEK.
2. CLIENT agrees that all reports and other work furnished to CLIENT or his agents, which are not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever.
3. ATEK will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to CLIENT at reasonable times.

SECTION 6 - DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the CLIENT and ATEK agree that all disputes arising between them out of or relating to this Agreement or the Project shall be submitted to non-bonding mediation unless the parties mutually agree otherwise.

SECTION 7 - STANDARD OF CARE & NOTIFICATION

1. Services performed by ATEK under this PROFESSIONAL SERVICES AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty express or implied is made.
2. ATEK agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies.
3. ATEK will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8 - LIMITATION OF LIABILITY

1. CLIENT agrees to limit ATEK's liability to CLIENT and all third parties arising from ATEK's negligent acts, errors or omissions, such that the total aggregate liability of ATEK to all those named shall not exceed our fees for the project or $50,000, whichever is greater. Neither CLIENT nor any third parties assume any liability for damages to others, which may arise solely on account of ATEK's negligent acts, errors or omissions.
2. As part of the consideration ATEK requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against ATEK by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against ATEK or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.

SECTION 9 - INSURANCE

ATEK represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that ATEK has such coverage under public liability and property damage insurance policies which ATEK deems to be adequate. Certificates for all such policies of insurance will be provided to CLIENT, if requested. Within the limits and conditions of such insurance, ATEK agrees to indemnify and hold CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by ATEK, it agents, staff, and consultants employed by it. ATEK shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

SECTION 10 - TERMINATION

1. This CONSULTING SERVICES AGREEMENT may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the event of the parties' failure to agree upon an adjustment to this PROFESSIONAL SERVICES AGREEMENT in accordance with Section 6. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ATEK shall be paid for services performed to the termination notice date plus reasonable termination expenses.
2. In the event of termination or suspension for more than three (3) months prior to completion of all reports contemplated by this PROFESSIONAL SERVICES AGREEMENT, ATEK may complete such analyses and records as are necessary to complete ATEK's Project files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of ATEK in completing such analyses, records and reports.

SECTION 11 - ENTIRE AGREEMENT

1. This PROFESSIONAL SERVICES AGREEMENT along with the exhibits and/or proposals appended hereto constitute the entire PROFESSIONAL SERVICES AGREEMENT of the parties with respect to the subject matter hereof.
2. The Parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this PROFESSIONAL SERVICES AGREEMENT which will become effective on the date signed by the CLIENT in the "acceptance" field in the proposal.

Horrocks.

UTILITY POTHOLING COST PROPOSAL
Subsurface Utility Engineering (SUE)

Submitted To:	Jason Fenner/Anne DeBoard Kimley Horn 1661 East Camelback Rd. Suite 400 Phoenix, AZ 85016	Date:	February 11, 2025
		Projects:	Chandler Blvd. and Cooper Rd. Queen Creek Road and McQueen Rd.
Phone:	(602) 930-7743		
Email:	fenner@kimley-horn.com	Location:	Chandler, AZ

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	Permits: ROW & Traffic Control (Chandler)	1	LS	$ 1,250.00	$ 1,250.00
2	Utility Pothole up to 8' deep	4	Each	$ 1,200.00	$ 4,800.00
3	Signal Foundation Clearing Hole (10' max)	8	Each	$ 1,250.00	$ 10,000.00
4	Traffic Control	4	Day	$ 1,375.00	$ 5,500.00
5	Minimum Survey	1	LS	$ 2,000.00	$ 2,000.00
6	Police Officer for Intersection Work (within 500' of intersection)	8	hour	$ 115.00	$ 115.00
			TOTAL:		$ 23,665.00

INCLUDES: (Potholing Only)

Traffic Control, Removal of AC, Soft dig to find utility, spread sheet with utility info including location by RLS. Price for item 2 is not to exceed 2' wide and 8' deep. If trenching is required on a pothole location to an extent of more than 4' wide this will constitute a second hole billed. Dry hole is charged same as regular. Price includes backfill with 1/2 Sack ABC Slurry in pavement with cold patch, landscape areas bacfilled with pea gravel/ABC. Test Holes in sidewalk/concrete will be repaced with non-shrink grout. NO PANEL REPLACEMENT This price includes single report compilation sheet. If individual reports are needed please add $400.00 per test hole.

EXCLUSIONS:

Sales Tax, Permits, Bonding Fees, Construction Staking, Testing & Inspection Fees, Removal or Replacement of Traffic Loops, Sawcutting, Removal or Relocating of Existing Utilities. Unforseen conditions: rock excavation, excessive cobble (over 4") and any other conditions that affect completion of work. Sales tax will be added unless proof of Prime Contractor status is provided.

Terms: 30 DAYS

Respectfully Submitted,

Erin S. Kline, Principal
Horrocks LLC

ACCEPTED BY:

For: _____

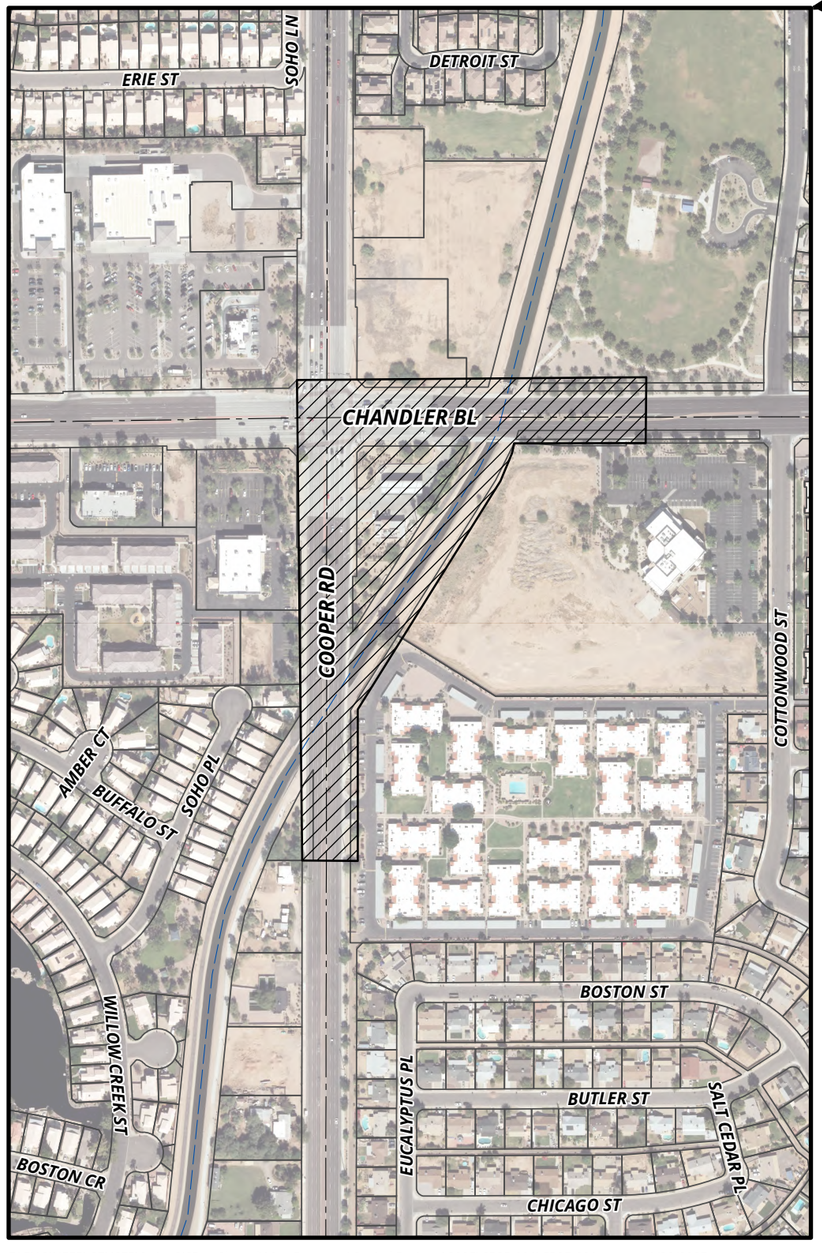
Date: _____

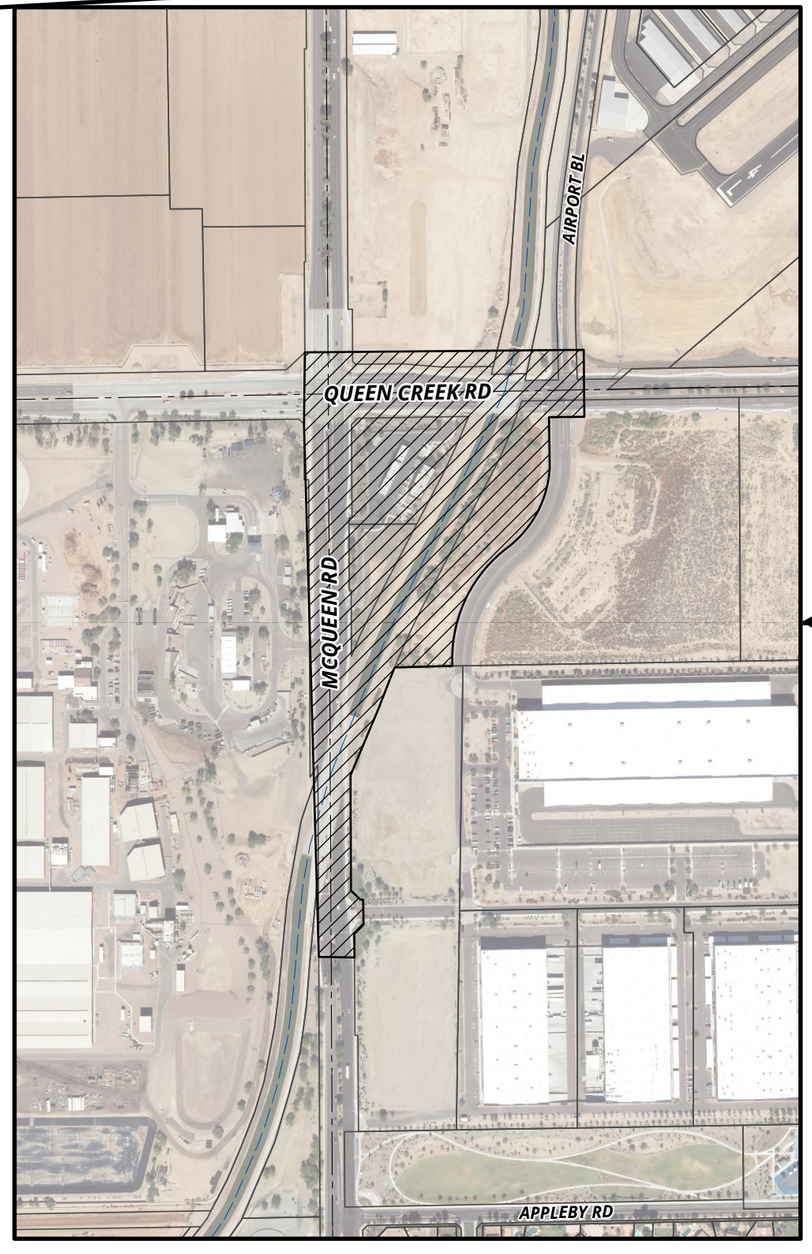
2600 North Central Ave., Suite 550, Phoenix, AZ 85004
602-454-1800 | info@horrocks.com | Horrocks.com

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

CITY OF CHANDLER PASEO TRAIL CROSSING IMPROVEMENTS
TP2502.201





MEMO NO. CP25-091

Project Location

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-091\CP25-091.aprx 1/22/2025 CameronK

City Council Memorandum Community Services Memo No. CS25-003

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Rachelle Kuzyk, Library Manager
Subject: Purchase of BiblioCommons Software Suite for Chandler Public Library

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Proposed Motion:

Move City Council approve the purchase of the software suite for online services for the Chandler Public Library, from BiblioCommons, in a total amount not to exceed $283,916.63, for a three-year period, beginning at a prorated term of October 1, 2025, through April 4, 2028.

Background/Discussion:

The City first purchased two modules, BiblioCore and BiblioApps, from BibloCommons in FY 2020-21. Both of these modules have been effective in improving the library's ability to digitally engage with the community. In order to fully utilize the offering of BibloCommons to improve services and communication to Chandler residents, the library purchased the remaining modules, BiblioWeb, BiblioEmail, and BiblioEvents, in FY 2021-22.

The BibloCommons Suite is a comprehesive, proprietary solution that integrates multiple functionalities, including library management, cataloging, user engagement, and digital resource management. The specialized nature of these integrated services makes it highly challenging for competitors to offer comparable products without incurring significant technological development costs or time delays. This integration serves the specific needs of libraries, providing a unique and cohesive experience that would be difficult, if not impossible, for competitors to replicate within a reasonable timeframe.

Staff received a quote for multi-year pricing, with a 4% increase in years two and three. The first year is prorated for the three modules paid for in the fall of 2024. This action will align all modules to renew at the same time annually. The annual costs in each year of the agreement are: $66,261.13 (2025, prorated amount), $94,590.37 (2026), and $98,373.98 (2027).

Evaluation:

BiblioCommons owns the proprietary rights to the BiblioCommons software, a suite of services for public libraries that includes: Biblio Web library website and content management system, BiblioEvents events platform, and BiblioEmail email platform. Staff reviewed this as a competition impracticable purchase based on competition impracticable criteria. It is recommended that the purchase of the software suite from BiblioCommons be approved as a competition impracticable purchase.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4310.5346.0000.0	General Fund	N/A	283,916,63	N

Attachments

BiblioCommons Quote

BiblioCommons Sole Source Letter

Bibliocommons Competition Impracticable

Schedule 'A' – Multi-Year Quote #00004393

Chandler Public Library

22 South Delaware Street
Chandler, Arizona
85225

Population Served: 275,987
Population Source: Census

Date: March 7, 2025
Valid Until: Jun 7, 2025
Subscription Term: Apr 5, 2025 – Apr 4, 2028

Contact: Colleen Fox
Email: billing@bibliocommons.com

Subscription	Annual Subscription Fee (USD)
BiblioCore An online catalog that is the foundation of patrons' experiences with the library. Includes e-content integration and pre-populated award winners and bestsellers listings. Cover art is recommended, but not included. See Schedule "A-1." https://www.bibliocommons.com/schedule-a1-bibliocore Rate: $0.12389421/pop. or $19,950 minimum	$32,483.53
BiblioApps Mobile app for iPhone and Android that gives patrons quick and easy access to borrowing, content discovery, and personal record-keeping on the go. Includes iPhone app, and Android app. See Schedule "A-2." https://www.bibliocommons.com/schedule-a2-biblioapps Rate: 25% of Core, $5,829.34 minimum, one-time implementation fee of $3,500	$8,120.88
BiblioWeb A fully-hosted integrated content management system and webpage builder. Includes theming, training, support, and upgrades. Also includes a subscription to BiblioEvents. See Schedules "A-4" and "A-6." https://www.bibliocommons.com/schedule-a4-biblioweb Rate: $0.16057474/pop. or $40,000 minimum. **Prorated Term:** Oct 1, 2025 – Apr 4, 2026 (186 Days)	$44,100.50 Prorated Amt: $22,473.13
BiblioEmail **Tier B** An email marketing platform that integrates with BiblioCore, BiblioWeb, and BiblioEvents. Library staff can leverage existing content to send patrons personalized emails. See Schedule "A-15." https://www.bibliocommons.com/schedule-a15-biblioemail **Prorated Term:** Oct 1, 2025 – Apr 4, 2026 (186 Days)	$1,374.84 Prorated Amt: $700.61

BiblioCommons Corp. 5060 Spectrum Way, Suite 100, Mississauga, ON L4W 5N5 Canada +1 647 436 6381 info@BiblioCommons.com

BiblioSuggest

$4,872.53

Prorated Amt: $2,482.99

A suggestion-tracking module that helps libraries automatically manage patron suggestions efficiently and equitably.
See Schedule "A-5."
https://www.bibliocommons.com/schedule-a5-bibliosuggest
Rate: 15% of Core, minimum $4,674.60.

Prorated Term: Oct 1, 2025 – Apr 4, 2026 (186 Days)

Sub-Total	$90,952.28

Subscription Fees	
Total Due This Year, payable on the date hereof	**$66,261.13**

BiblioCommons Corp. 5060 Spectrum Way, Suite 100, Mississauga, ON L4W 5N5 Canada +1 647 436 6381 info@BiblioCommons.com

Schedule 'A' – Multi-Year Quote #00004393

Multi-Year Pricing	Year 1* (2025-2026)	Year 2 (2026-2027)	Year 3 (2027-2028)
BiblioCore	$32,483.53	$33,782.87	$35,134.18
BiblioApps	$8,120.88	$8,445.72	$8,783.55
BiblioWeb	$44,100.50	$45,864.52	$47,699.10
BiblioEmail Tier B	$1,374.84	$1,429.83	$1,487.02
BiblioSuggest	$4,872.53	$5,067.43	$5,270.13
Total Fees	**$90,952.28**	**$94,590.37**	**$98,373.98**

* One-time implementation fees are not included in year 1 pricing.
** Pricing assumes a 3-year contract with a riser of 4.00% on years 2 and 3.
*** Details of prorated terms and amounts for year 1 are outlined in the detailed pricing section on pages 1 and 2.

BiblioCommons Corp. 5060 Spectrum Way, Suite 100, Mississauga, ON L4W 5N5 Canada +1 647 436 6381 info@BiblioCommons.com

Docusign Envelope ID: 762429B4-C1C0-4B61-A122-FAE3512981E3

5060 Spectrum Way, Suite 100
Mississauga, Ontario, Canada L4W 5N5
(647) 436-6381

February 27, 2025

Chandler Public Library
22 South Delaware St.
Chandler, AZ 85225

To whom it may concern;

BiblioCommons owns the proprietary rights to the BiblioCommons software, a suite of services for public libraries that includes: BiblioCore catalog, BiblioWeb library website and content management system, BiblioEmail email marketing system, BiblioEvents events platform, and BiblioApps iOS and Android apps. These services are available exclusively via software as a service (SaaS) through agreements directly with BiblioCommons Corp. and are not available through any reseller. Many of the features available through these services are provided by no other supplier and enable public libraries to achieve critical strategic goals.

Unique features, available through the full suite of BiblioCommons software and offered by no other supplier include:

- Seamless integration and promotion of catalog content on the library's website and of website content in the catalog, through:
    - An intelligent relevancy platform that aggregates metadata to automatically promote relevant website content in the catalog;
    - Built-in functionality to add catalog titles to blog posts; and
    - Built-in functionality to add reader's advisory lists from the catalog to blog posts.
- Deep integration across the staff interface through:
    - One-click curation for featuring content from disparate sources (website, events management module, catalog) on multiple website pages using the original content's URL; and
    - Built-in modules for embedding FAQ content on pages and in blog posts, with updates to the FAQ content cascaded to all embedded instances.
- Unified user experience through:
    - Single, persistent login for patrons across the library website, catalog, and events calendar;
    - Universal navigation and branding through the use of a universal header and footer across the library website, catalog and events module; and
    - Cross-product critical message display, allowing the library to provide the same high-priority announcement on all modules.
- Interoperability across Integrated Library Systems (ILSs), enabling the library to migrate to a new ILS without forcing a change to the library's catalog.
- Catalog search and browse tools to facilitate online discovery, such as:

Docusign Envelope ID: 762429B4-C1C0-4B61-A122-FAE3512981E3

    - Natural language search capabilities for frequently used search terms based on format, audience and language;
    - Extensive built-in Awards and Bestsellers database, with full historical data for awards; and
    - "While You Wait" suggestion feature that displays available read-alike titles for items with a holds queue.
- Embedded reader's advisory toolkit, with:
    - Click-and-point list creation (no multi-step workflows);
    - Automatic integration of: full availability information and transaction options, appropriately sized jacket images (can be toggled on and off for printing), annotation fields, granular privacy settings, and permanent URLs; and
    - Dynamic integration of lists onto listed items' bibliographic record pages.
- Email marketing functionality that integrates with the library's BiblioWeb site, enabling the library to populate email newsletters with automatically displayed and rendered website content, providing patrons with a consistent brand experience while saving staff time.

Additionally, BiblioCommons provides a legal framework for community contributions that includes:

- Patron-facing Terms of Use that secure a license from the patron to display the contributions they mark as public,
- A First Amendment-compliant system for flagging and removing unprotected, inappropriate speech, and
- Patron validation that is aligned with the federal requirements of COPPA (the Child Online Privacy Protection Act).
- The features allow libraries to comply:
    - With ALA principles addressing patron privacy;
    - With First-Amendment requirements regarding free expression; and
    - With FTC best-practices for dealing with users under the age of 13.

BiblioCommons software fees are determined on a fixed pricing model based on the legal service population of the library, and pricing is not negotiated, regardless of the procurement mechanism.

We would be pleased to continue to partner with Chandler Public Library to work together to ensure that the library's online platform offers a best-in-class digital experience.

Sincerely,

DocuSigned by:
Marty Tarle
33D3035EDA3B473...

Marty Tarle
General Manager, BiblioCommons Corp.

CHANDLER arizona **Management Services, Purchasing Division**

Sole Source or Competition Impracticable Procurement

TO: PURCHASING DIVISION **DATE:** 3/10/2025

FROM: Courtney Allen **PHONE:** 2812
(Name of Department Representative)
Library / Community Services
(Name of Division/Department)

SUBJECT: Sole Source or Competition Impracticable Procurement Request for the Purchase of:
BiblioCommons Software Suite

REQUESTED SUPPLIER: BiblioCommons
SUPPLIER'S ADDRESS: 5060 Spectrum Way Mississauga, Ontario, Canada L4W 5N5
CONTACT: Colleen Fox PHONE: 647-436-6381x2023 COST ESTIMATE $ 66,261.13

REQUEST TYPE (check one):
Sole Source Procurement
x Competition Impracticable Procurement

STATEMENT OF NEED *(Provide background information, description of project, etc. to establish circumstances leading to request. Attach documents as appropriate to support statements.)*

The ity first purchased two modules (BiblioCore and BiblioApps) from BibloCommons in FY 2020/21. Both of these modules have been effective in improving the library's ability to digitally engage with the community. In order to fully utilize the offering of BiblioCommons to improve our services and communication to Chandler residents, the library purchased the remaining modules; BiblioWeb, BiblioEmail, and BiblioEvents in FY 2021/22. We received a quote for multi-year pricing, with a 4% riser in years two and three. The first year is prorated for the three modules paid for in fall, 2024. This will align all modules to renew at the same time annually.Three year costs; $90,952.28 ($66,261.13 prorated amount), $94,590.37, $98,373.98.

SOLE SOURCE OR COMPETITION IMPRACTICABLE JUSTIFICATION *(For Sole Source requests, describe the unique nature of the product or service, the efforts made to locate other sources, market testing and research results, and any other information that may help evaluate the request. For Competition Impracticable requests, describe the situation that makes competition impracticable, unnecessary or contrary to the public interest. Attach documents as appropriate to support this request.)*

The BiblioCommons Suite is a comprehensive, proprietary solution that integrates multiple functionalities, including library management, cataloging, user engagement, and digital resource management. The specialized nature of these integrated services makes it highly challenging for competitors to offer comparable products without incurring significant technological development costs or time delays. This integration serves the specific needs of libraries, providing a unique and cohesive experience that would be difficult, if not impossible, for competitors to replicate within a reasonable timeframe. Sole Source and multi-year quote attached.

STATEMENT OF REQUESTOR

This request is based upon an objective review of the product or service required and appears to be in the best interest of the City. I know of no conflict of interest on my part. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request.

REQUESTOR

Signature Required DATE: 3/17/2025

DIVISION HEAD:

Signature Required DATE: 3/17/25

DEPARTMENT DIRECTOR OR DESIGNEE

Signature Required DATE: 3/17/25

PURCHASING REVIEW AND RECOMMENDATION

Staff approves purchase as a competition impracticable Purchase.

PURCHASING APPROVAL

PROCUREMENT OFFICER

Laramie Davon DATE: 3/19/25

Signature Required

PURCHASING AND MATERIALS MANAGER:

DATE: 3/19/25

Signature Required

CHANDLER arizona
Community of Innovation

City Council Memorandum **Cultural Development** **Memo No.** CD25-024

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
From: Michelle MacLennan, Cultural Arts Manager
Subject: Resolution No. 5886, Authorizing a Grant Application for, and Acceptance of Grant Funds from, the Fort McDowell Yavapai Nation on Behalf of the Chandler Cultural Foundation in the Amount of $7,500 to support the Concert Truck Program

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5886, authorizing the grant application for and the acceptance of an Indian Gaming Revenue Sharing Grant from the Fort McDowell Yavapai Nation on behalf of the Chandler Cultural Foundation, up to the maximum amount awarded, to support the Concert Truck Program.

Background:

The Fort McDowell Yavapai Nation grant program was established to give back to Arizona communities by sharing its prosperity with non-profit organizations that serve the public, stimulate economic and community development, and promote education. Pursuant to Section 12(d) of the Arizona Tribal-State Gaming Compact, as amended in 2021, tribes may donate 12 percent of their total annual contribution under Section 12(b) of the Compact to Arizona cities, towns, and counties for the provision of government services that benefit the public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development.

Discussion:

Resolution No. 5886 would authorize the city to apply for an Indian Gaming Revenue Sharing Grant from the Fort McDowell Yavapai Nation on behalf of the Chandler Cultural Foundation. If awarded, the funding will support the Chandler Center for the Arts Concert Truck Program, a free mobile music initiative that brings live professional performances throughout the community. This innovative program utilizes a fully equipped, traveling stage to provide accessible, high-quality musical experiences, fosters community engagement, enhances cultural enrichment, and expands access to underserved populations. The Concert Truck Program aims to bridge the gap in arts accessibility by reaching individuals who may face barriers to attending traditional concert venues.

Financial Implications:

This grant application requests $7,500 in funding from the Fort McDowell Yavapai Nation, in which the city authorizes acceptance of the grant on behalf of the Chandler Cultural Foundation up to a maximum amount awarded and directs city staff to mail a check to the Chandler Cultural Foundation within ten days of the City's receipt of any grant funds pursuant to the grant application submitted on behalf of the Chandler Cultural Foundation, covering one hundred percent of the funds received.

Attachments

Resolution No. 5886

Fort McDowell Grant Guidelines

Fort McDowell Yavapai Nation Grant Application

RESOLUTION NO. 5886

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE GRANT APPLICATION FOR AND THE ACCEPTANCE OF AN INDIAN GAMING REVENUE SHARING GRANT FROM THE FT. MCDOWELL YAVAPAI NATION ON BEHALF OF THE CHANDLER CULTURAL FOUNDATION UP TO THE MAXIMUM AMOUNT AWARDED.

WHEREAS, under A.R.S. § 5-601.02, Indian tribes entering into a tribal-state gaming compact shall contribute monies to "… cities, towns and counties … for government services that benefit the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development"; and

WHEREAS, Indian tribes entering into a tribal-state gaming compact have various grant application procedures for evaluating which cities, towns, and counties, and which government services, will receive gaming revenue sharing contributions pursuant to A.R.S. § 5-601.02; and

WHEREAS, it is common practice for cities to authorize the submission of grant applications for such Indian gaming revenue sharing grants on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government related services that benefit the general public; and

WHEREAS, Chandler Cultural Foundation, a 501(c)(3) nonprofit organization, has requested that the City of Chandler authorize the submission of an application and acceptance of grant funds for such Indian gaming revenue sharing grant funding with the Fort McDowell Yavapai Nation on its behalf in the amount of $7,500; and

WHEREAS, the funding sought is for the purpose of supporting the Arts Concert Truck Program in 2025, as further described in the application materials prepared by the Chandler Cultural Foundation, which are incorporated by reference; and

WHEREAS, the City Manager's Office has reviewed the application materials and believes that the funding request described in the application materials qualifies as being for government related services that benefit the general public and is consistent with the City's Administrative Regulation regarding such grant applications.

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

Section 1. Authorizing Chandler Cultural Foundation to submit this Resolution and the grant application materials prepared by Chandler Cultural Foundation to the Fort McDowell Yavapai Nation.

Section 2. Authorizing the City Manager or his designee to execute the application form or letter in conjunction with the grant application to be submitted to the Fort McDowell Yavapai Nation on behalf of Chandler Cultural Foundation.

Section 3. Authorizing acceptance of the grant on behalf of Chandler Cultural Foundation up to the maximum amount awarded and directing City staff to mail a check to Chandler Cultural Foundation within ten (10) days of the City's receipt of any grant funds from the Fort McDowell Yavapai Nation pursuant to a grant application submitted on behalf of Chandler Cultural Foundation, covering one hundred percent (100%) of the funds received.

Section 4. The City, by virtue of this Resolution, is simply acting as a financial conduit between the Ft. McDowell Yavapai Nation and Chandler Cultural Foundation, and is in no way:

a. Agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Chandler Cultural Foundation; or

b. Guaranteeing or warranting the accuracy, completeness, or truthfulness of the information in the application materials prepared by Chandler Cultural Foundation; or

c. Supervising or taking any responsibility regarding the actions or activities undertaken by Chandler Cultural Foundation; or

d. Representing that Chandler Cultural Foundation, either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Chandler Cultural Foundation to other Indian tribes.

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. 5886 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

Fort McDowell Yavapai Nation
2025 Arizona Benefits Fund Grant Application

Background

The Fort McDowell Yavapai Nation continues to stand as a leader in giving back to Arizona communities since the establishment of its casino in the early 1990s. This willingness to share with neighbors is a central facet of Yavapai culture and is reflected in Fort McDowell's current motto, "*Never give up; always give back.*"

Over the years, Fort McDowell has shared its prosperity with several non-profit organizations that serve the public, stimulate economic and community development, and promote education. Recipients include local and national non-profits, school districts, tourism programs, and public safety departments (e.g., law enforcement and fire).

Pursuant to Section 12(d) of the Arizona Tribal-State Gaming Compact as amended in 2021 ("Compact"), tribes may donate 12 percent of their total annual contribution under Section 12(b) of the Compact to Arizona cities, towns, and counties for the provision of government services that benefit the public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development.

Fort McDowell is currently looking to award grants for programs and projects that focus on education, public safety, mitigation of impacts of gaming, health, environment, and economic and community development. As such, Fort McDowell invites eligible cities, towns, and counties to apply for a 2025 Arizona Benefits Funds Grant as part of its ongoing commitment to giving back.

Eligibility

Eligible recipients for 2025 Arizona Benefits Fund Grants are limited to cities, towns, and counties within the State of Arizona, and non-profit organizations that partner with qualified cities, towns, and counties to provide government services for the benefit of the public. Fort McDowell's policy is to generally focus on nearby municipalities and local non-profit organizations; however, all will be considered and encouraged to apply.

Fort McDowell *will not* award 2025 Arizona Benefits Fund Grants for the following: state agencies or departments, municipalities outside of Arizona, other gaming tribes, individuals, sponsorships, religious activities, indirect or administrative costs, and programs or projects that benefit Fort McDowell Yavapai Nation. Furthermore, a non-profit organization must have and maintain its official headquarters in the State of Arizona to qualify.

All awarded 2025 Arizona Benefits Fund Grants must be deposited into the appropriate account by the receiving city, town, or county within sixty (60) calendar days of the check being issued. Failure to do so will result in Fort McDowell canceling the check and awarding the funds to another city, town, or county as noted above.

Applying

Applicants must submit an application as follows. Failure to submit an application as described below will result in the application being considered incomplete. Incomplete applications will not be considered for 2025 Arizona Benefits Fund Grants.

Grant Application – Page 1

Applicant Info: Name and contact information for government entity/organization applying for grant funds.

Primary Contact: Name, address, e-mail, and phone number(s) for the primary point of contact.

Sponsor Info: Name and contact information of government sponsor, including the signature of acknowledgment from government sponsor.

Project Summary - Page 2 & 3

Project Summary: A short description of the project that is **no more than four (4) sentences**.

Narrative: A narrative of **no more than two (2) pages** describing the following:

1. The proposed program or project, and whether it is a new or continuing project;
2. The purpose of the program or project and how it meets one or more of Fort McDowell's funding priorities (i.e., education, public safety, mitigation of impacts of gaming, health, environment, and economic and community development);
3. The need that the program or project aims to fulfill, the population targeted, and the estimated number of people who will be served by the grant;
4. The partners in the program or project, and other entities providing funding and support (please indicate whether the organization will be submitting applications to any other tribes); **and**,
5. The timetable for implementation of the program or project.

Signatures – Page 4

Signatures: **Signatures of the relevant representatives of the city, town, or county on an official document (such as a resolution or letter) showing the government sponsor's support. Applications without signatures will be considered incomplete.**

Budget – Page 5

Attachments: Attach a detailed budget for the program or project, a statement addressing the need for long-term funding (if applicable), and any other relevant attachments

that will give the Grant Committee a fuller understanding of the program or project. The budget is required; however, other attachments are optional.

The application shall be **no more than five (5) pages** in total, except for any attachments. Fort McDowell reserves the right to require additional documentation as necessary.

Important Dates

January 6, 2025:	Grant applications made available to the public.
May 1, 2025:	All completed grant applications must be hand-delivered, received by mail, or submitted electronically in PDF format no later than 11:59 p.m. Late submissions will not be considered.
August 21, 2025:	Notification sent to the awardees. Additional instructions will be sent at this time.

Contact and Submission Information

All inquiries must be directed to Verlene Baptisto, Fort McDowell Yavapai Nation Tribal Council Secretary at (480) 789-7111 or Prop202@ftmcdowell.org.

If submitting an application electronically, please send the file in PDF format only to Prop202@ftmcdowell.org. Please include "Prop 202 Grant Application" in the subject line.

If submitting an application via mail, please send it to the following address:

Ms. Verlene Baptisto
Tribal Council Secretary
Fort McDowell Yavapai Nation Tribal Council
P.O. Box 17779
Fountain Hills, AZ 85269
Attn: Prop 202 Grant Application

If hand-delivering an application, please mark it as "Prop 202 Grant Application" and deliver it to:

Tribal Council Secretary's Office
17661 East Yavapai Road
Fort McDowell, AZ 85269

Further Information

For further information about Fort McDowell's application process, please visit our website at www.fmyn.org.

For further information about the Arizona Tribal-State Gaming Compacts, please visit the Arizona Department of Gaming website at https://gaming.az.gov/.

Chandler Cultural Foundation

Grant Application to Fort McDowell Yavapai Nation

Cover Sheet

Applicant Info:

City of Chandler
175 S. Arizona Ave. 5th Floor
Chandler, AZ 85225
Dawn Lang, Deputy City Manager – CFO
Dawn.Lang@ChandlerAz.Gov
(480) 782-2000

Chandler Cultural Foundation
250 North Arizona Avenue
Chandler, Arizona 85225

Primary Contact:

Sandra Bassett, Development & Communications Manager
Chandler Cultural Foundation
Chandler Center for the Arts
250 North Arizona Avenue
Chandler, Arizona 85225
Sandra.Bassett@ChandlerAZ.Gov
480.782.2659

Sponsor Information:

City of Chandler
Dawn Lang, Deputy City Manager – CFO
Dawn.Lang@ChandlerAz.Gov
(480) 782-2000

Acknowledgement Signature:

Dawn Lang

Dawn Lang, Deputy City Manager – CFO
City of Chandler

CHANDLER CENTER FOR THE ARTS

Project Summary:

The Chandler Center for the Arts Concert Truck Program is a mobile music initiative that brings live professional performances to communities throughout Chandler and the surrounding areas. This innovative program utilizes a fully equipped, traveling stage to provide accessible, high-quality musical experiences to diverse audiences. Through this initiative, the program fosters community engagement, enhances cultural enrichment, and expands access to live music for underserved populations. The Concert Truck Program aims to bridge gaps in arts accessibility by reaching individuals who may face barriers to attending traditional concert venues.

Project Narrative:

1. **Proposed Program:**
   The Concert Truck Program is an ongoing initiative designed to make live music performances more accessible to the community. Through this project, Chandler Center for the Arts partners with the Concert Truck` to bring free, live concerts to a variety of locations, including parks, schools, senior centers, community festivals, and public spaces. This mobile concert experience provides a unique opportunity to engage with audiences who might not otherwise have access to live performances due to financial, geographic, or mobility constraints.

2. **Purpose and Alignment with Funding Priorities:**
   The primary goal of the Concert Truck Program is to enhance cultural and community development by increasing access to the arts. This project aligns with Fort McDowell's funding priorities in the following ways:

   - **Education:** By providing live performances and educational workshops at schools and community centers, the program fosters musical appreciation and learning.
   - **Community Development:** By activating public spaces with live music, the program strengthens community ties and promotes social interaction.
   - **Health and Well-being:** Live music has been shown to improve mental and emotional well-being, benefiting individuals who may be experiencing isolation or stress.
   - **Economic Development:** By supporting touring musicians and attracting visitors to performance locations, the program contributes to the local economy.

3. **Community Need and Target Population:**
   The Concert Truck Program addresses the need for accessible and equitable arts programming in the Chandler area. Many residents, including seniors, low-income families, and individuals with disabilities, face barriers to attending live performances in traditional venues. This initiative directly serves these populations by bringing performances these free performances to them. The program anticipates reaching numerous community members annually through scheduled performances at schools, retirement homes, public parks, and community events.

4. **Partnerships and Funding Support:**
   The Chandler Center for the Arts collaborates with a range of partners, including local businesses, school districts, nonprofit organizations, and municipal agencies, to expand the reach of the Concert Truck Program. Current and past supporters include the City of Chandler, Downtown Chandler Community Partnership, Salt River Project, KBAQ (radio), Dignity Health, The Park @ Copper Creek Independent Living. Additional grant funding from Fort McDowell will ensure the continued success and expansion of the program. We have not submitted this request to any other Tribal Grant organizations.

5. **Implementation Timeline:**
   The Concert Truck Program operates on a year-round basis, with a structured schedule of performances taking place at various locations across Chandler in October. Key implementation phases include:

   - **Spring-Summer:** Securing funding, finalizing partnerships, and scheduling performances.
   - **Summer-Fall:** Outreach to target communities, marketing the program, and preparing logistical arrangements.
   - **October 20-24, 2025,** Execution of performances, monitoring audience engagement, and collecting feedback for program improvements.

Through this initiative, the Chandler Center for the Arts remains committed to enriching the cultural landscape and fostering community connections through the power of live music.

CHANDLER CENTER FOR THE ARTS

Statement on the Need for Long-Term Funding for the Chandler Center for the Arts Concert Truck Program

The Chandler Center for the Arts Concert Truck Program is a vital initiative that brings live, professional musical performances directly to the community, ensuring that arts and culture remain accessible to all. This mobile stage offers high-quality, free concerts in parks, schools, senior centers, and public spaces, reaching numerous community members annually, including individuals who may face financial, geographic, or mobility barriers to attending traditional concert venues.

Despite its tremendous impact, the Concert Truck Program currently operates with limited financial resources. The projected costs for the 2025-2026 season exceed $28,000, covering essential expenses such as artist fees, travel, lodging, hospitality, advertising, and technical support. While generous sponsorships and grants help fund the program, the current funding model does not fully cover the costs, making long-term sustainability a challenge.

Investing in the long-term financial stability of the Concert Truck Program is crucial to maintaining and expanding its reach. With consistent funding, the program can:

- **Expand Performances**: Increase the number of concerts and reach more communities.
- **Enhance Educational Offerings**: Provide workshops and interactive sessions in schools, fostering music appreciation among young audiences.
- **Strengthen Community Engagement**: Activate public spaces with live music, promoting social connection and well-being.
- **Support Local Artists**: Provide employment opportunities for musicians while enriching Chandler's cultural landscape.
- **Ensure Sustainability**: Reduce reliance on short-term sponsorships and enable strategic planning for program growth.

Sustained funding will ensure that live music remains an accessible and integral part of Chandler's community life, fostering cultural enrichment, education, and economic development for years to come.

By supporting the Chandler Center for the Arts Concert Truck Program, we affirm our commitment to making the arts **inclusive, equitable, and thriving**—for everyone.

Chandler Center for the Arts Concert Truck Program

Budget Narrative – Grant Request: $7,500

The Chandler Center for the Arts (CCA) respectfully requests **$7,500** to directly support the costs associated with artist fees, artist travel and lodging, advertising and outreach, and other essential expenses for the **Concert Truck Program** scheduled for October 2025. These funds will ensure that the Concert Truck can continue to bring **free, high-quality live music performances** to **diverse and underserved communities** throughout Chandler.

Budget Overview

Expense Category	Amount Allocated	Notes
Artist Fees	$5,000.00	Direct payment to artists for performances and rehearsals
Artist Ground Travel	$400.00	Transportation for artists to and from performance locations
Artist Hotel	$1,200.00	Lodging for artists for 4-5 nights during the event
Artist Hospitality	$0	Covered by other funds or provided in-kind
Advertising & Promotion	$900.00	Digital marketing, social media campaigns, and local print ads
Program Printing	In-kind or covered by other funds	Printing programs for audience distribution
Piano Tuning	$0	Covered by other funds if necessary
Total	**$7,500.00**	

Justification and Alignment with Program Goals

The **Concert Truck Program** serves as a **mobile, fully equipped stage**, bringing professional live music performances to **schools, parks, senior centers, community festivals, and other public spaces.** By delivering free performances directly into these spaces, CCA eliminates **financial, geographic, and physical barriers** that prevent many residents from accessing the arts.

This grant will directly support:

Artist Fees – $5,000.00

The largest portion of the budget ensures fair compensation for **The Concert Truck's featured artists, Nick Luby and Susan Zhang**, whose performances and audience engagement provide the core experience for this program.

Artist Ground Travel – $400.00

This covers local transportation for the artists, ensuring they can move efficiently between performance sites.

Artist Hotel – $1,200.00

Providing **lodging for 4-5 nights** allows the artists to remain in Chandler for the duration of the concert series, enabling seamless participation across multiple community venues.

Artist Hospitality – $0

Hospitality costs will be covered through in-kind contributions or other funding sources, ensuring artists are cared for during performance days.

Advertising & Promotion – $900.00

These funds will support **targeted digital advertising, social media outreach, and community announcements**, helping ensure that **diverse audiences**, including **low-income families, seniors, and individuals with disabilities**, are aware of and can attend these free performances.

Program Printing – In-kind

Printed programs will be provided through in-kind support or other existing CCA funding, allowing audiences to learn more about the artists and the importance of arts accessibility.

Community Impact

This funding will support **free, public performances** that enhance **community engagement, cultural enrichment, and social connection**. By **bringing music directly to neighborhoods, schools, and senior living facilities**, the Concert Truck Program serves residents who may otherwise lack access to **live arts experiences** due to **economic hardship, transportation barriers, or physical limitations.**

Sustainability and Partnerships

CCA has successfully partnered with **the City of Chandler, Salt River Project, local schools, and nonprofit organizations** to sustain and expand the Concert Truck Program. This grant will complement those partnerships by **supporting core event expenses**. Combined with existing sponsorships, in-kind contributions, and operational funding, this grant ensures the **continued success and growth of this innovative mobile arts program**.

Conclusion

The Chandler Center for the Arts appreciates the opportunity to apply for this funding. With **$7,500 in grant support**, the Concert Truck Program will continue to foster **equitable access to live music, strengthen community ties, and enrich the cultural life of Chandler's residents**.

Internal Revenue Service
District Director

Department of the Treasury

1100 COMMERCE STREET
DALLAS, TX 75242-0000

Date: JUN 08 1989

Employer Identification Number:
74-2538528
Contact Person:
EO TECHNICAL ASSISTOR
Contact Telephone Number:
(214) 767-3526

CHANDLER CULTURAL FOUNDATION
25 SOUTH ARIZONA PLACE SUITE 301
CHANDLER, AZ 85225-5508

Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(3).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(3) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(3) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

CHANDLER CULTURAL FOUNDATION

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Gary O. Booth
District Director

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-008

Date:	April 10, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Mikayela Liburd, City Planner
Subject:	PLH24-0045 Beach House Introduction and Tentative Adoption of Ordinance No. 5124
Request:	Rezoning from SF-8.5 to SF-8.5/PAD to allow for additional detached structures in the rear yard with reduced setbacks
Location:	603 E Carla Vista Drive, generally located north and east of the northeast corner of Arizona Avenue and Chandler Boulevard
Applicant:	Anni Beach, Property Owner

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5124 approving PLH24-0045 Beach House, Rezoning from Single-Family District (SF-8.5) to SF-8.5/Planned Area Development to allow for additional detached structures in the rear yard with reduced setbacks, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- The property is currently zoned Single-Family District (SF-8.5).
- The applicant has been residing at the property since 1985.
- In 1994, the applicant began offering free music lessons at the residence to 20-30 young musicians, establishing Jam Pak Band. Several detached structures were built to support this endeavor, some of which are not currently permitted or compliant with code.
- In 2002, an accessory dwelling unit was added to the property. This structure was built to code and received a building permit.
- The issue prompting this rezone request is related to the number of structures and their setbacks.

Surrounding Land Use Data:

North	E Carla Vista Dr., then Single-Family Residential	South	Alley, then Single-Family Residential
East	Single-Family Residential	West	N Hamilton St., then Single Family Residential

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No change proposed

Proposed Development

Structure	Size	Height	Current Distance from the Property Line
Existing Shed (To be removed-Club House)	24 sq ft.	6 ft.	Side: 9 ft. Rear: 5 ft.
Existing Accessory Building (Wood Shed)	120 sq. ft.	10 ft.	Side: 1 ft. Rear: 10ft
Existing Trailer (To be removed and replaced by 112 sq ft. Tuff Shed)	112 sq. ft.	6 ft.	Side: 36 ft. Rear: 2 ft.
Existing Shed (Tool Shed)	48 sq. ft.	6.5 ft.	Side: 19 ft. Rear: 2 ft.
Existing Ramada	120 sq. ft.	7.5 ft.	Side: 0 ft. Rear: 10 ft.
Existing Accessory Dwelling Unit	180 sq. ft	10.5 ft.	Side: 20.5 ft. Rear: 10 ft.
Existing Flag Pole	N/A	16 ft.	Front 35 ft.
Proposed Bathroom	30 sq. ft.	10ft.	Proposed: Side yards: 5ft. Rear yard: 5ft.
Proposed Accessory Building (Tuff Shed)	112 sq. ft.	9 ft.	Proposed: Side yards: 5 ft. Rear yard: 2 ft.
Proposed Accessory Building (Tuff Shed)	168 sq. ft	9 ft.	Proposed: Side yards: 5 ft. Rear yard: 5 ft.

Review and Recommendation

Jam Pak's History

In 1994, Anni Beach, the applicant, began teaching elementary school students how to play instruments out of her home. The free after-school service that she provided grew, which led her to found Jam Pak, a non-profit organization dedicated to helping children learn how to play music. To support this endeavor, several detached structures have been constructed on the property providing dedicated spaces for instruction and practice. While some of these structures are in compliance with current code and have the necessary permits, others are located within the required setbacks and lack proper permitting.

Through the years, the applicant has regularly communicated with surrounding neighbors and established rules for Jam Pak participants to ensure any potential concerns such as noise and traffic do not become an issue. She obtained an agreement with Galveston Elementary School that permits parents to utilize the school's parking lot located off of Hamilton and Oakland streets to drop off and pick up children. The school's parking lot, located 400 feet from her home, is a very short walk that has worked well for Jam Pak.

A living trust was established by the applicant to ensure the property will be perpetually held by the Jam Pak organization, managed by its Board of Directors, upon her passing. Her intent is to expand the property's instructional spaces and secure the organization's long-term future. To achieve this, the site must be brought into compliance.

It is important to note that single-family residential has been and will continue to be the primary use on the subject property. The service provided by the applicant is ancillary to the primary use and therefore does not require any special use privileges.

SF-8.5 Zoning

The City of Chandler's zoning code dictates the number of detached structures allowed on a residential zoned property. Per the code, the following five (5) structures and quantities are allowed within the SF-8.5 zoning district:

- One storage shed
- One accessory building/structure
- One detached accessory dwelling unit
- One chicken coop
- Open-air ramadas (multiple allowed provided that all the structures do not exceed 30% of the rear yard square footage)

Setbacks:

- Front: 20 ft.
- Side (interior): 5 ft.
- Side (street side): 5 ft.
- Rear: 5 ft.

Maximum lot coverage: 40%

PAD Request:
The proposed rezoning to SF-8.5/PAD would allow deviations from current code requirements to allow for additional structures and reduced setbacks.

Number of Structures:
Nine (9) detached structures, including seven (7) existing structures, one (1) of which will be removed and one (1) of which will be replaced, and three (3) new structures to be added.

Proposed Setbacks:

- All the existing structures planned to remain on the property will be allowed to stay at their current locations. The setbacks of these structures vary from 0 to 3 feet from rear or side property lines. If an existing structure is replaced with another structure that does not exceed the size or height of the existing structure, it will be permitted to stay at the current location.
- The three (3) new structures will be required to comply with a minimum setback of 5 feet from the rear and side property lines.

Maximum lot coverage will remain 40 percent.

Maximum building heights will also remain the same as all other SF-8.5 properties.

Review and Recommendation:
In December 2024, Planning, Fire and Building inspection staff conducted a collaborative site visit to assess the structures and determine the best course of action. Fire and Building staff recommended the home continue to operate under a residential type occupancy where music lessons are given. The applicant has agreed to retroactively obtain building permits for electrical connections and any other existing conditions that warrant building permits, as required in stipulation number 4.

Planning staff determined a rezoning of the property was the best solution, as this would allow the existing structures to remain and new structures to be added with reduced setbacks, thereby allowing the organization to continue to operate.

Although the subject property currently exceeds the number of structures allowed in the SF-8.5 district, all the structures are fairly small in size, with the largest at 180 square feet. The maximum lot coverage and maximum building height will remain the same as other neighboring properties, ensuring the total amount of roof covered area and building heights will not exceed what is permissable to the other lots in the same neighborhood.

Considering the important service that the applicant provides to the community, the overwhelming neighborhood support, and the aforementioned standards in place to remain compatible with the neighborhood, the Planning and Zoning Commission recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on February 10, 2025, and there were nineteen (19) people in attendance.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting, March 19, 2025
Motion to Approve

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

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve the Rezoning from SF-8.5 to SF-8.5/PAD to allow for additional detached structures in the rear yard with reduced setbacks, subject to the following conditions:

1. Development shall be in substantial conformance with the attached site plan titled " PLH24-0045 Beach House Site Plan" and kept on file in the City of Chandler Planning Division, on file in Beach House PLH24-0045, except as modified by conditions herein.

2. Uses permitted on the property shall be those permitted in the Single-Family District (SF-8.5) zoning district.

3. Any new structure on the property shall be setback a minimum 5 ft. from the rear and side property lines. All other SF-8.5 development standards, including the maximum lot coverage and maximum building heights shall apply. Existing structures that do not comply with setbacks may remain at their current location and may be repaired or replaced with another structure that does not exceed the size or height of the existing structure and remain at the current location.

4. The applicant shall obtain all required permits for existing structures and utility connections within 12 months from the effective date of this ordinance.

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

6. Music from the property shall be controlled as to not unreasonably disturb area residents.

7. The phone number of a responsible person (i.e. owner/manager) will be kept on file and provided to any interested neighbors or property owners to resolve noise complaints quickly and directly.

Attachments

Ordinance No. 5124
Vicinity Maps
PLH24-0045 Beach House Narrative
PLH24-0045 Beach House Site Plan
PLH24-0045 Beach House Site Photos

ORDINANCE NO. 5124

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 SINGLE-FAMILY DISTRICT (SF-8.5) TO SF-8.5/PLANNED AREA DEVELOPMENT (PAD) TO ALLOW FOR ADDITIONAL DETACHED STRUCTURES IN THE REAR YARD WITH REDUCED SETBACKS IN THE CASE PLH24-0045 (BEACH HOUSE) LOCATED NORTH AND EAST OF THE NORTHEAST CORNER OF ARIZONA AVENUE AND CHANDLER BOULEVARD 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 SF-8.5 to SF8.5/PAD to allow for additional structures in the rear yard with reduced setbacks, subject to the following conditions:

1. Development shall be in substantial conformance with the attached site plan titled "PLH24-0045 Beach House Site Plan" and kept on file in the City of Chandler Planning Division, on file in Beach House PLH24-0045, except as modified by conditions herein.

2. Uses permitted on the property shall be those permitted in the Single-Family District (SF-8.5) zoning district.

3. Any new structures on the property shall be setback a minimum 5 ft. from the rear and side property lines. All other SF-8.5 development standards, including the maximum lot coverage and maximum building heights shall apply. Existing structures that do not comply with setbacks may remain at their current location and may be repaired or replaced with another structure that does not exceed the size or height of the existing structure and remain at the current location.

4. The applicant shall obtain all required permits for existing structures and utility connections within 12 months from the effective date of this ordinance.

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

6. Music from the property shall be controlled as to not unreasonably disturb area residents.

7. The phone number of a responsible person (i.e. owner/manager) contact will be kept on file and provided to interested neighbors or property owners to resolve noise complaints quickly and directly.

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. 5124 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

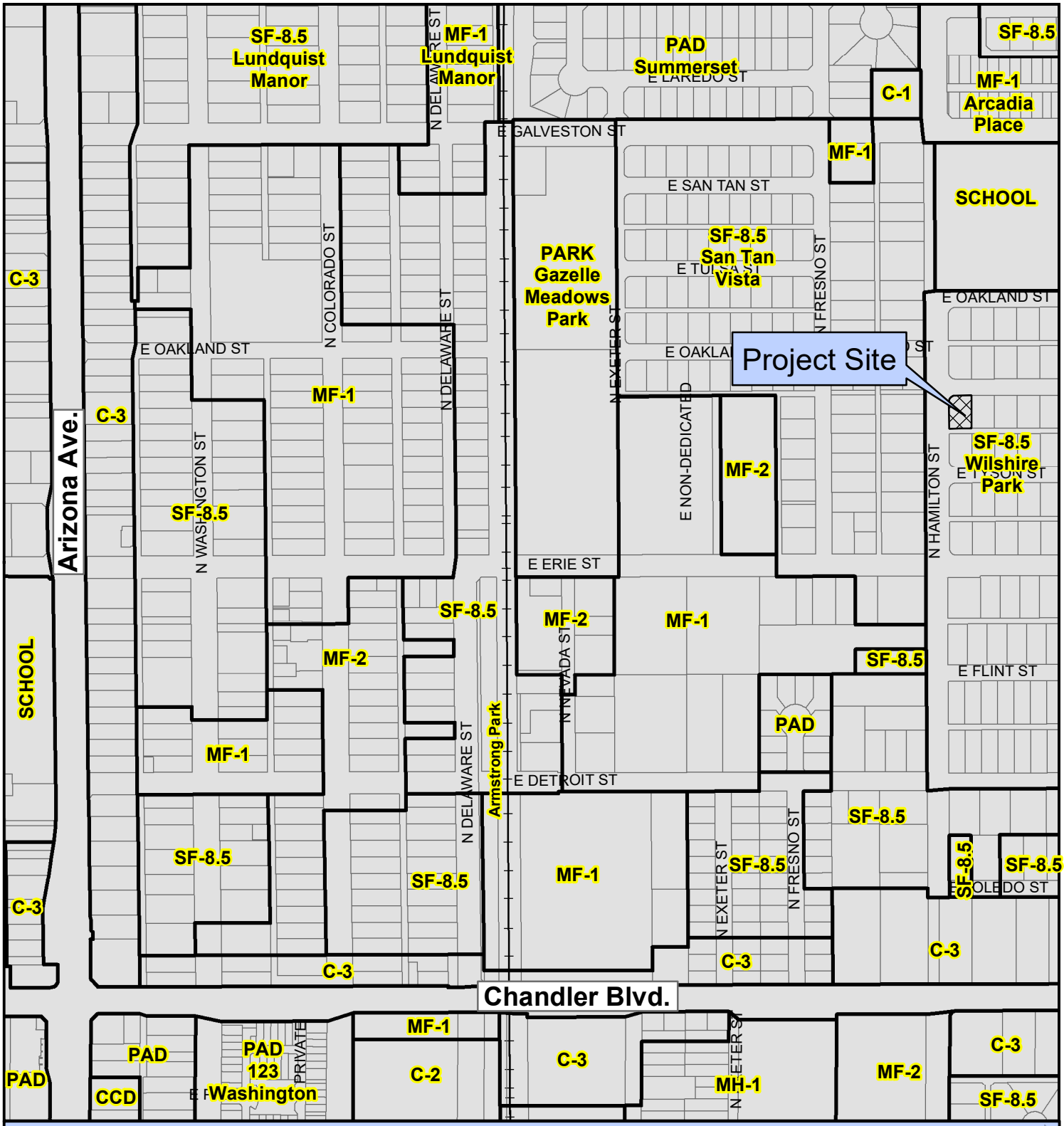
APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

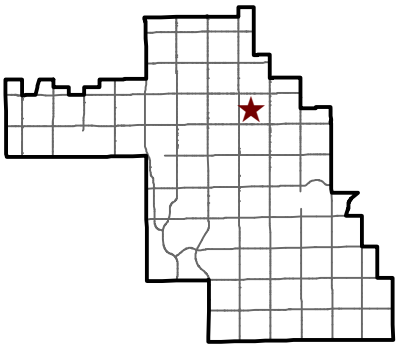
Published:

Exhibit A

Lot 54, WILSHIRE PARK UNIT ONE, according to Book 124 of Maps, Page 8, records of Maricopa County Arizona.



Proposed Project Details
Rezone to PAD to allow for additional structures with reduced setbacks

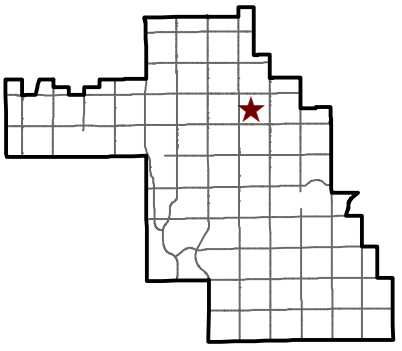


CHANDLER arizona

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

PLH24-0045 Beach House

Proposed Project Details
Rezone to PAD to allow for additional structures with reduced setbacks



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The Narrative for the Planned Area Development of the BEACH HOUSE

Requested by Anni Beach (Revised 2-27-25)

Anni and her husband Vincent Beach, retired United States Airforce bandsman, relocated from the Navajo Reservation after many years of serving in the Bureau of Indian Affairs, and bought their home at 603 East Carla Vista Drive 85225 in 1985. They entered into an active community life; Vincent as an adjunct professor of Psychology and Political Science at Chandler Gilbert Community College and a substitute teacher for Chandler Schools, and Anni as Religious Education Coordinator for Williams Air Force Base Chapel and also a substitute teacher for Chandler Schools. Anni joined up with the newly formed South Chandler Self-help Organization in 1989.

Anni and Vincent were both musicians and played church music at Willims Air Force Base and at Our Lady of Guadalupe in Queen Creek. The goal for their home was to create an oasis here in the desert for their family. In 1994 a crossroads, totally unexpected, occurred. Anni had begun to play mandolin at age 50 and took it to all the schools playing and singing for the children. One day after playing for the second graders at Galveston Elementary, just a block north of their home, two little boys came to the door and wanted to play more music. Six children met in the yard a week later already armed with the name “Jam Pak”. The joy in playing harmonicas and singing bluegrass songs along with Mrs. Beach on the mandolin, could not be denied. And so began an incredible journey for the past 30 years for the neighborhood children, many of them first generation immigrants. Bluegrass music on stringed instruments is practiced twice a week in the Beach House. Life skills and character building are an integral part of the community of musicians. The fact of inclusion and diversity in the Jam Pak community has made the band a frontrunner on the reclamation of the roots of Bluegrass.

The small and humble Beach House has remained the sole place for practices, gatherings, shows (Beach House Reviews) and community-building. A book has been published by Jam Pak titled: ***Home Grown Bluegrass-A Guide to Making People Happy with Music.*** The band is invited to perform at most of the Arizona bluegrass festivals as well as community events. The band has created a center at Tempe Festival of the Arts twice a year since 2015 now called ***The Bluegrass Experience with Jam Pak***. Volunteer performers and bands are invited to play non-stop for three days. Jam Pak coordinates other festivals as well in order to create venues for Jam Pak and other musicians who play Bluegrass, Old-Time, and Gospel music on string instruments.

Jam Pak has consistently, since the beginning in1994, had between 20-30 young musicians. It became necessary to have additional space so that they could have lessons, small band work, and day camps for more intense instruction and practice. A small structure was built in 2001 to accommodate the band when Anni’s 93 year old mother needed to relocate to their home. She took the big bedroom where lessons happened. In

2012, following the death of Vincent Beach, Father of Jam Pak, the Beach House Reviews were established in the back yard as an honor to him for his unfailing support. A small stage was built and other structures that were deemed temporary were built. Musicians were invited to play along with Jam Pak bands about four times a year. A Tuff Shed replaced the home-built shed in 2017 and is called The Woodshed. Another small Tuff Shed was added to hold the tools and equipment displaced by the new practice building.

Anni Beach is now 81 years old. She has created a Living Trust whereby all properties at the 603 East Carla Vista Drive location will become the holdings of the Jam Pak Band and managed by the Jam Pak Band Board of Directors upon her death. The house will remain a residence. More small buildings are needed to give room for instruction and practice for the young musicians. The program will not expand and will remain with the same focus it has had for the past 30 years. The philosophy is clearly stated in the book ***Home Grown Bluegrass*** as well as the reasons why the program is so successful in the home setting.

After research and discussions with Chandler City Planners and some council members, it was suggested that the most efficient and effective way forward to secure the property for the use of the Jam Pak Blues 'N' Grass Neighborhood Band, and to add some vital structures, would be to apply for Rezoning. **This request is to allow for additional structures in the rear yard with reduced setbacks, as we will be using the zoning change to allow for existing buildings on the property that do not meet the zoning code as well as the three new additions. Thus, this proposal includes two Tuff Sheds to be added to the existing plan. Anni Beach is requesting an 8'x14' Tuff Shed which will take the place of the small "Tacoshop" type trailer, and a Tuff Shed barn which is 12'x14' and 14' at the highest point. A bathroom, which will be constructed according to Chandler Codes, with dimensions of 5x6' will be built onto the existing ADU.** These three new additional spaces will be located on the alley side of the property. **The 4x6 handbuilt Jam Pak Club House will be relocated by The Woodshed.** The buildings will be painted and finished to fit in with the other attractive and unique buildings already on the property.

Any parking overflow needs, which are rare, will be available at the Galveston Elementary School auxiliary parking lot located off of Hamilton and Oakland Street. This is available to neighbors when there is an additional need for temporary event parking in the community.

Anni Beach can be reached at (480)316-7154 to resolve any issues or noise complaints related to the property.

At the close of 2016, Jam Pak Band became a Non-profit 501c3 organization and shortly after was designated an Arizona Charitable Organization for the Tax Credit program. **All programs are free for everyone.** For further information and understanding it is suggested that the readers visit www.jampak.org and see the documentations that have been created

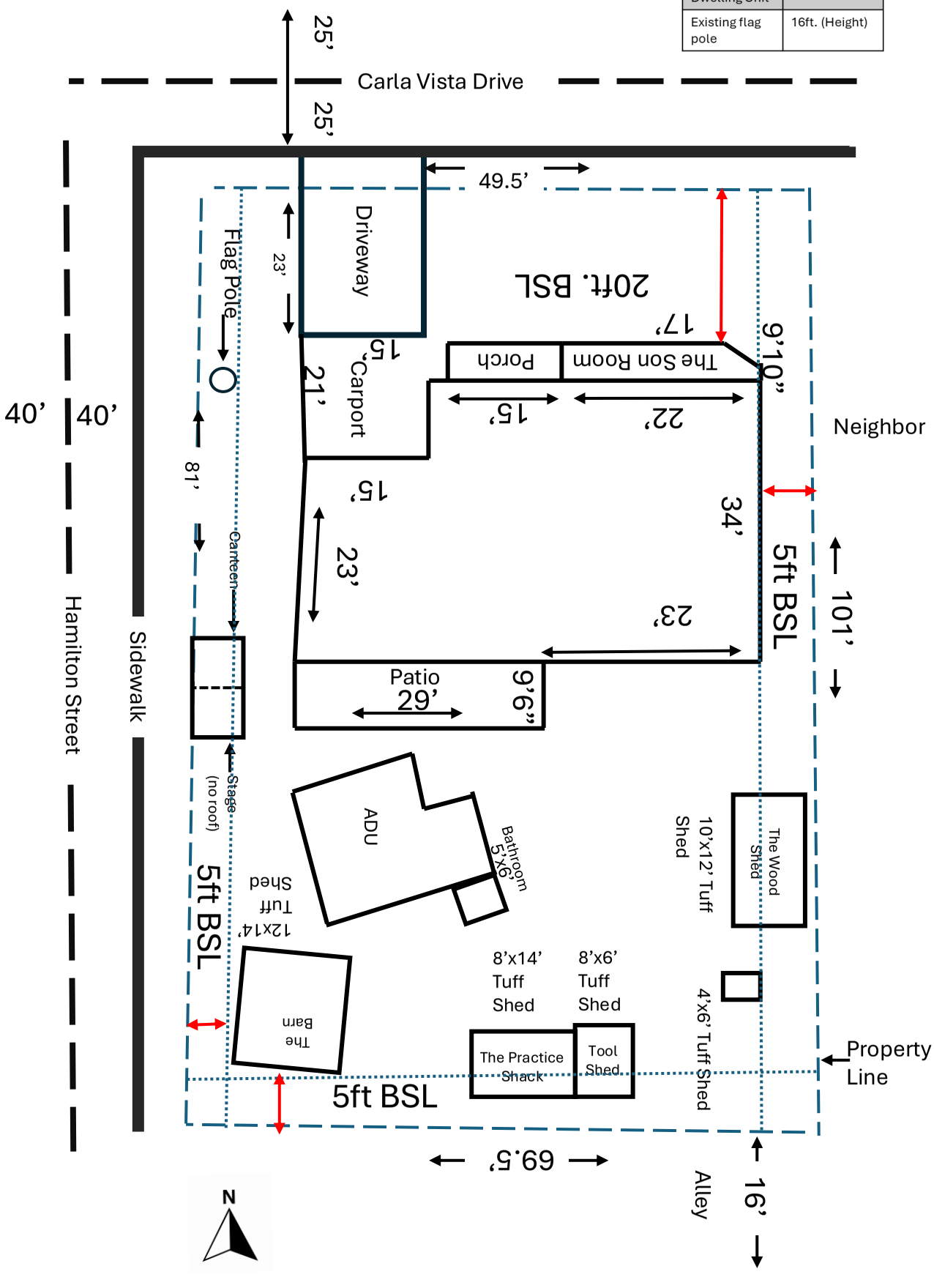
over the years. One of the best was done by Cox Communications titled, “La Musica” which gives a fine three-minute overview of what Jam Pak is about: ***Making people and ourselves happy with our music.***

PLH24-0045 Beach House

Site Plan: **Proposed**

Owners: Vincent and Anni Beach
Parcel ID:302-69-103
Wilshire Park Unit One

Structure	Dimensions
Tuff Shed	4'x6'
Bathroom	5'x6'
Tuff Shed (Tool Shed)	8'x6'
Accessory Building (Wood shed)	10'x12'
Tuff Shed (Practice Shack)	8'x14'
Ramada	12'x10'
Accessory Dwelling Unit	180 Sq ft.
Existing flag pole	16ft. (Height)



PLH24-0045 Beach House

Site Plan: **Existing**

Owners: Vincent and Anni Beach
Parcel ID:302-69-103
Wilshire Park Unit One

Structure	Dimensions
Tuff Shed	4'x6'
Bathroom	5'x6'
Tuff Shed (Tool Shed)	8'x6'
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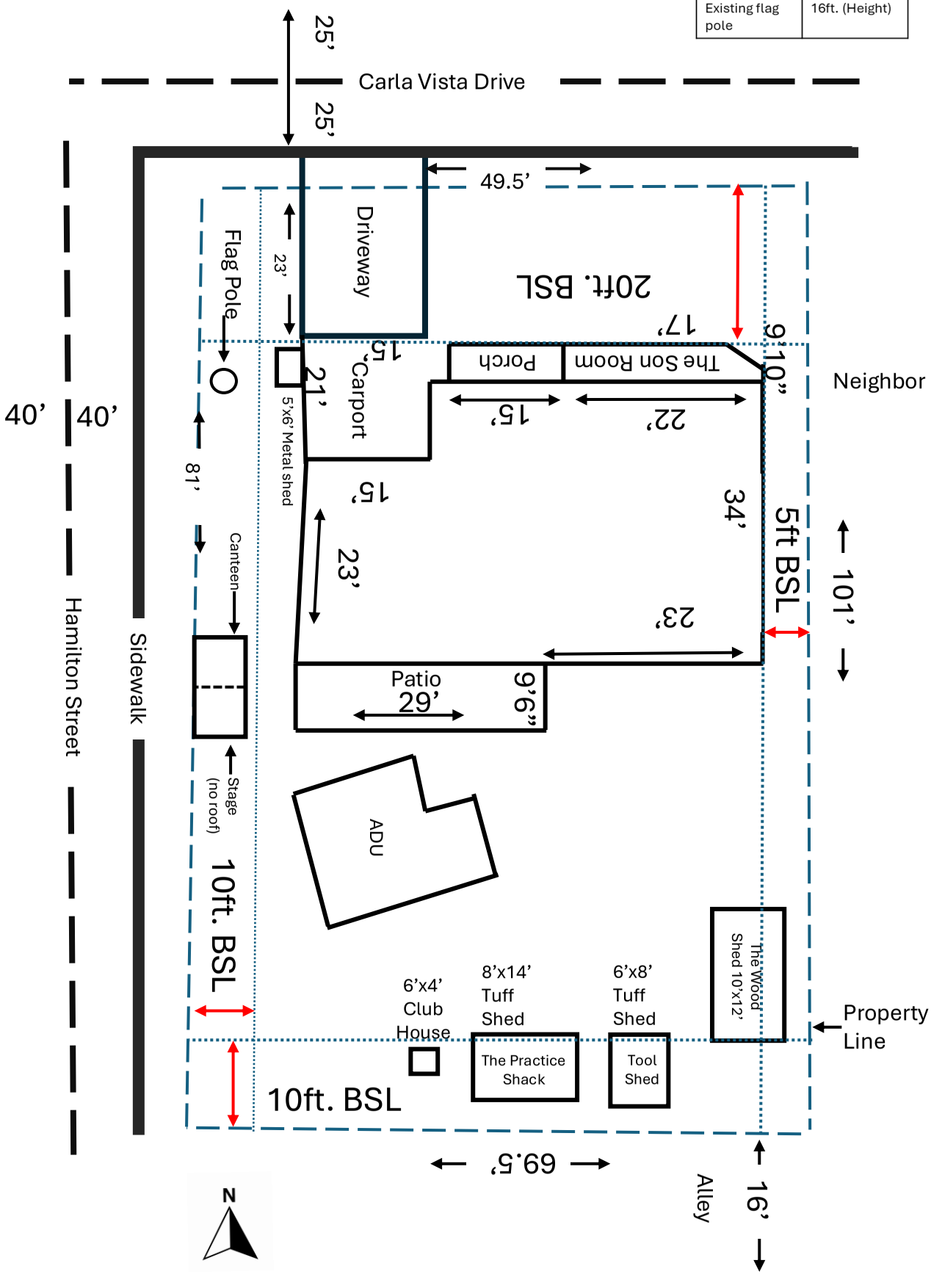


PLH25-0045 Beach House

Site Photos

THE TOOL SHED

PERFORMERS STAFF
BILL MONROE

The Woodshed

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-010

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Mikayela Liburd, City Planner
Subject: PLH24-0041 Nirvana at Ellis
Final Adoption of Ordinance No.5120

Request: Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for Multi-Family Residential

Location: South of the southeast corner of Frye Road and Ellis Street
Applicant: Thomas Gardner, Developer

Proposed Motion:

Move City Council adopt Ordinance No. 5120, approving PLH24-0041 Nirvana at Ellis, Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for Multi-Family Residential, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Subject site is 1.73 acres
- The subject site was rezoned to Planned Area Development (PAD) for office in 2000.
- The subject site was zoned as part of the same rezoning application for the multi-family development to the east and south under the case DVR00-0006, Villa Pallavicini.
- In 2020, the parcel to the north of the subject site was rezoned to multi-family and the area plan was amended (PLH20-0020/PLH20-0021 Town Frye), resulting in the subject site becoming a remnant parcel surrounded by

multi-family developments on three sides.

- The San Tan Area Plan designates the subject site as office and specialty retail uses. The proposed amendment to the area plan would redesignate the use of the subject site as multifamily residential.

Surrounding Land Use Data:

North	Multi-family residential	South	Multi-family residential
East	Multi-family residential	West	Ellis Street, then industrial park

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods within Medical/Regional Retail Growth Area	No Change
San Tan Area Plan	Mixed Use	Multi-family Residential

Proposed Development

Proposed Use	Multi-Family Development
Site Area	1.73 acres
Max Density	18 du/acre
Number of Units	29
Setbacks	Front: 25 feet Rear: 10 feet Sides: 10 feet
Proposed Lot Coverage	36%
Open Space	9,965 SF
Proposed Building Height	Two Story, 21 feet
Parking	2 Car Garage Space: 58 Guest Spaces: 15 ADA Parking Spaces: 1 Total: 74 Spaces

Review and Recommendation

The proposed multi-family development is consistent with the General Plan, which allows high-density residential development (12-18 dwelling units per acre) adjacent to regional commercial areas and employment centers. The proposed development features 29 two-story rental units in a contemporary style of architecture consisting of stucco, metal fascia panels, concrete masonry units, and glass.

The property's ingress and egress will be located on Ellis Street, providing the only access to the development. The development will include private, two-car garages for each unit, as well as fifteen (15) guest parking spaces and one (1) ADA parking space. This proposal is compliant with code. The on-site amenities will include a BBQ pit area, a pool and a deck, all centrally located within the development.

The proposed development is surrounded by multifamily developments to the north, east and south. Given this context, Planning staff considers the subject remnant parcel to be well-suited for middle housing, which will provide another housing option for Chandler residents.

Planning staff has reviewed the request and supports the proposal, citing consistency with the General Plan's goals and objectives. The Planning and Zoning Commission recommends approval of the multi-family development subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on November 15, 2024. No one attended other than the applicant.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting February 19, 2025
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2 (Koshiol, Quinn)

The Planning and Zoning Commission added PDP stipulations 6-8 to the conditions of approval for the proposed development. The stipulations address

minimum tree-size planting along Ellis Street and electric vehicle charging requirements.

This ordinance was introduced and tentatively adopted by City Council on March 27, 2025.

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve the Rezoning from PAD for Office to PAD for Multifamily Residential, subject to the following conditions:

1. The development shall be in substantial conformance with the Development Booklet, entitled "Nirvana at Ellis" and kept on file in the City of Chandler Planning Division in File No. PLH24-0041, except as modified by conditions herein.

2. The site shall be maintained in an orderly manner.

3. Development standards, including a maximum density of eighteen (18) dwelling units per acre, shall be consistent with the Multi-Family Residential (MF-2) zoning district, except as modified by conditions herein.

4. Minimum building setbacks shall be as follows, except that a zero setback may be applied to a trash enclosure located at the southeast corner of the property.

West setback	25 feet
North setback	10 feet
East setback	10 feet
South setback	10 feet

5. 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.

6. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

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.

8. The landscaping and all other improvements in all open-spaces shall be maintained by the property owner or property owner's association and shall be maintained at a level consistent with or better than the time of planting.

9. The landscaping in all rights-of-way shall be maintained by the property owner or property owner's association.

Attachments

Ordinance No. 5120

Vicinity Maps

PLH24-0041 Nirvana at Ellis Development Booklet

San Tan Area Plan

ORDINANCE NO. 5120

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 A COMMERCIAL OFFICE TO PLANNED AREA DEVELOPMENT (PAD) FOR MULTI-FAMILY RESIDENTIAL IN THE CASE PLH24-0041 (NIRVANA AT ELLIS) LOCATED SOUTH OF THE SOUTHEAST CORNER OF FRYE ROAD AND ELLIS STREET 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 a commercial office to PAD for multi-family residential, subject to the following conditions:

1. The development shall be in substantial conformance with the Development Booklet, entitled "Nirvana at Ellis" and kept on file in the City of Chandler Planning Division in file No. PLH24-0041, except as modified by conditions herein.

2. Uses permitted on the property shall be those permitted in the Multiple-Family Residential (MF-2) zoning district.

3. Development standards, including maximum density of eighteen (18) dwelling units per acre, shall be consistent with the Multiple-Family Residential (MF-2) zoning district, except as modified by conditions herein.

4. Minimum building setbacks shall be as follows, except that a zero setback may be applied to a trash enclosure located at the southeast corner of the property:

West setback	25 feet
North setback	10 feet
East setback	10 feet
South setback	10 feet

5. 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.

6. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

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.

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

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

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. 5120 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:

Exhibit “A”

That portion of the Northwest quarter of the Southeast quarter of Section 31, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at South quarter corner of said Section 31;

THENCE North 0 degrees 00 minutes 00 seconds East along the North-South Mid-Section line of said Section 31, a distance of 1732.63 feet to the TRUE POINT of BEGINNING;

THENCE Continuing North 0 degrees 00 minutes 00 East, a distance of 224.52 feet;

THENCE South 89 degrees 53 minutes 56 seconds East, a distance of 352.42 feet;

THENCE South 0 degrees 00 minutes 00 seconds West, a distance of 190.91 feet;

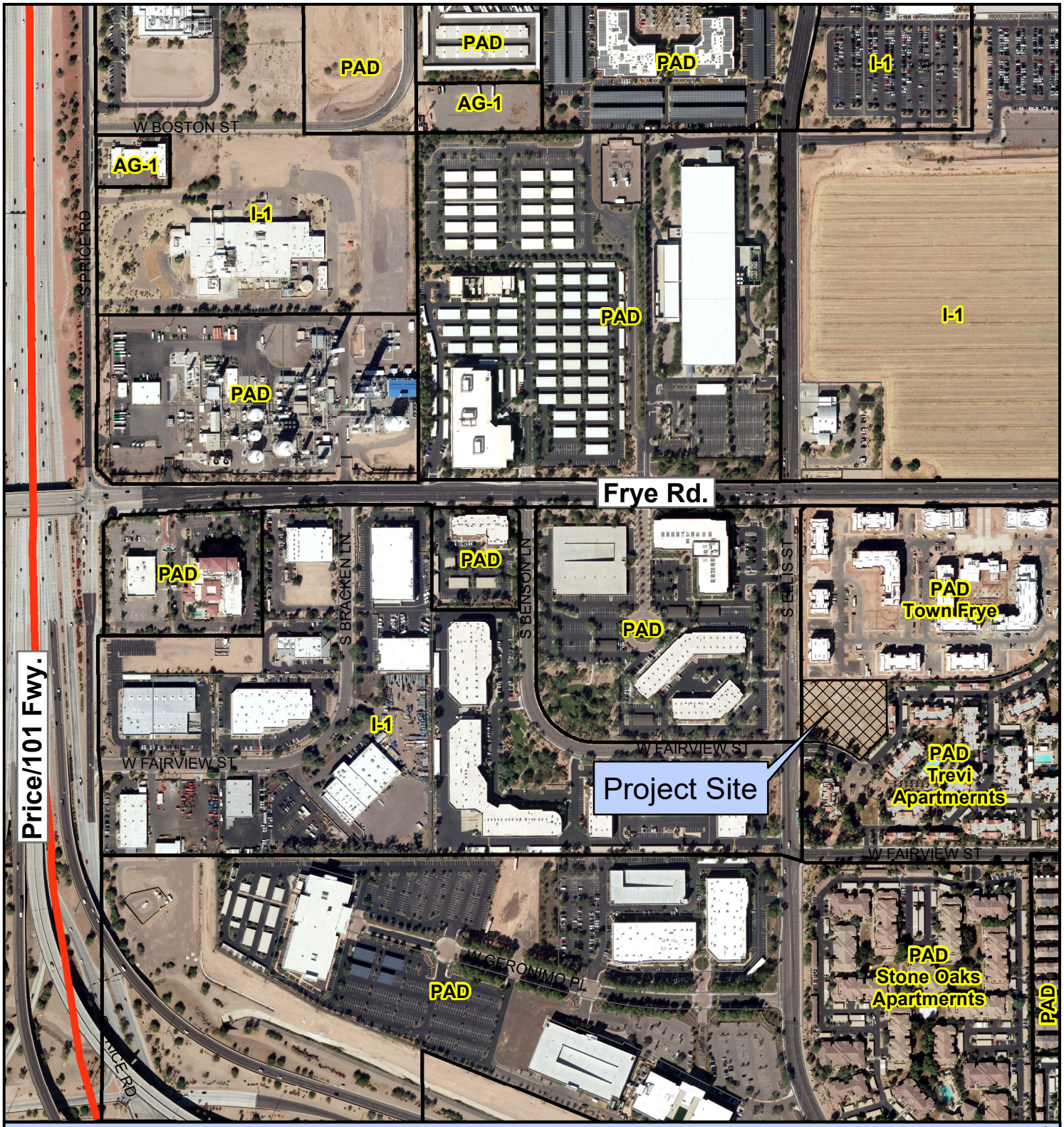
THENCE South 45 degrees 00 minutes 00 seconds West, a distance of 142.22 feet to a point on a non-tangent curve to the left, concave Southwesterly, with a radius bearing South 42 degrees 16 minutes 00 seconds West, a distance of 260.29 feet;

THENCE along said curve to the left, through a central angle of 43 degrees 45 minutes 43 seconds West, a distance of 198.81 feet, to a point of tangency;

THENCE North 90 degrees 00 minutes 00 seconds West, a distance of 70.00 feet, to the TRUE POINT OF BEGINNING.

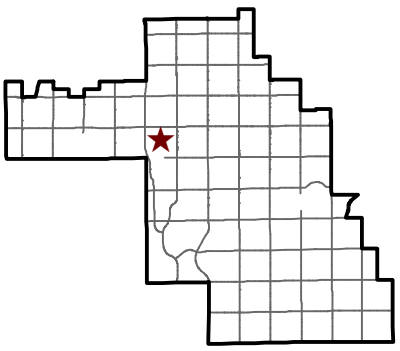
Said parcel is also known as Lot 2, MINOR LAND DIVISION MAP FOR VILLA PALLAVICINI, according to Book 694 of Maps, page 26, records of Maricopa County, Arizona.

APN:303-24-220



PLH24-0032/PLH24-0041 Nirvana at Ellis

Proposed Project Details
Area Plan amendment/ Rezone to PAD for Multi-Family



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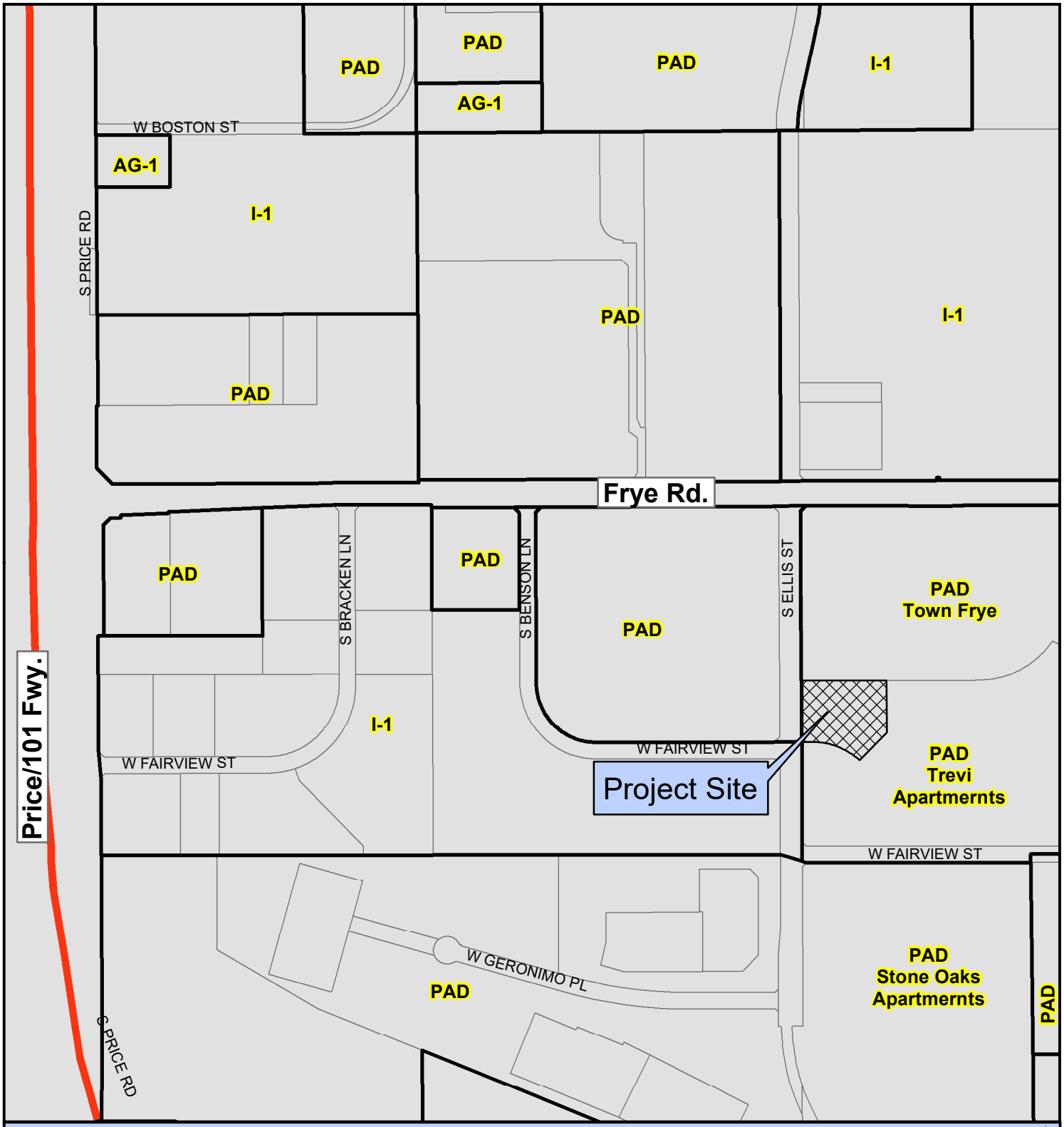
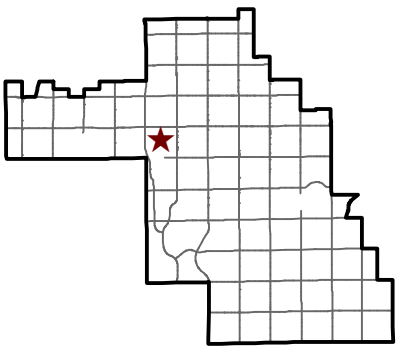


PLH24-0032/PLH24-0041 Nirvana at Ellis

Proposed Project Details
Area Plan amendment/ Rezone to PAD for Multi-Family



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NIRVANA AT ELLIS

PLH24-0041

DEVELOPMENT BOOKLET

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III. SITE PLAN

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V. ELEVATIONS

VI. SITE WALL DETAILS

VII. FLOOR PLANS

VIII. RENDERINGS

Nirvana at Ellis Townhomes

3 March 2025

Honorable City Council
Chandler , Arizona

In Re : Nirvana at Ellis Townhomes (herein "Nirvana")
NEC West Fairview Street and South Ellis Street , Chandler Az , 85224

PLH24-0032 : Area Plan Amendment
PLH24-0041 : Rezoning and Preliminary Development Plan
APN : 303-24-220

Dear Honorable City Council Members of Chandler :

This letter is being sent with accompanying documentation and exhibits to illustrate to you and gain your support for the Nirvana project. Nirvana requires approvals for an Area Plan Amendment , and concurrent Rezoning and Preliminary Development Plan.

Both have been timely filed with the City of Chandler's Planning Division. Additionally , Nirvana as designed enjoys the support the Planning staff and achieved approval of the Planning & Zoning Commission.

We propose a 29 unit rental townhome development on the 1.94 gross acre , vacant site just north of the clubhouse for the Trevi Apartments. This site on the east side of Ellis Street represents the final remaining acreage within the original 40 acre development at the SEC of Frye Road and Ellis Street. The only other uses of this 40 acres are the existing 290 unit Trevi Apartment Homes , and the currently being completed , 420 unit Town Chandler Luxury Apartments.

The Owner and/or Applicant has owned this site continuously since 2003. This site was originally part of the PAD for the Villa Pallavicini Apartments , platted and developed in 2003. The Nirvana site is presently entitled for a 14,600 square foot , two story executive suite-styled office building.

Nirvana at Ellis Townhomes

In 2014 , Villa was sold and renamed Trevi Apartments. Since that time , retail and medical uses have expanded within this area , generally bounded by the Chandler Regional Hospital and Chandler Fashion Mall.

Supporting the medical and retail development and employment growth, other apartment communities have since been developed in this submarket as well. Our studies indicate there is solid demand for the two story townhome product designed for this site , as it is a product type not found in this general trade area.

The site as designed will produce lower density than MF-2 zoning will allow. Even though a relatively small site , it will have a low density feel. The total building footprint (total area under roof) is 27,407 square feet.With a net site acreage of 1.73 acres (75,358 square feet) , the intended lot coverage is 36% That is considerably less than the 45% lot coverage allowed. MF-2 will allow 35 units , or 18 DUA ; we are intending 16 DUA , for a total of 29 units.

The Nirvana at Ellis entrance and exit would both be provided on Ellis Street ; a one way , clockwise drive developed within the interior of the project would provide frontal access to all the units. Every unit would have its own two-car garage , all with direct access to the unit kitchens on the ground floor.

Common areas would include a pool and deck , easily accessible in the middle of the project. A BBQ area is located near the pool and deck amenity. In compliance with code , there will be 6 guest parking spaces , with one additional ADA parking space. Trash will be centralized with dumpster collection services provided.

All 29 residences will be 2 bedroom , 2.5 bath units. All homes will contain 2 bedrooms on the second floor , each with private bathrooms. Another guest half-bath will be located on the first floor. All units would have private patios and balconies.

The units will enjoy 1209 livable square feet : 451sf livable on first floor ; 766sf livable on second floor. Additionally , there are 451sf garages and 55sf in the patios and balconies , respectively.

Nirvana at Ellis Townhomes

Last month's Planning & Zoning meeting resulted in a few additional stipulations ; one of them was to include wiring to accommodate EV charging in all unit garages. Another was to include a dual EV charger in the community , placed ideally for community resident convenience.

Other comments from Staff and Planning & Zoning resulted in the integration of 48" box , twelve foot trees along Ellis Street ; centering the BBQ area nearer the pool and deck amenity ; careful review of and satisfaction for ingress/egress or fire and other essential traffic ; careful review for sidewalks and pathways through community to accommodate pedestrian traffic to and from common areas.

All dwelling units have been designed as two story , in the "up and down" manner of townhouse-style construction. As noted , all units will have their own private balconies and patio backyards.

The project meets setback requirements from both the surrounding neighbors and Ellis Street. The ingress/egress point at Ellis Street allows sufficient room for fire , other emergency vehicular traffic and trash service.

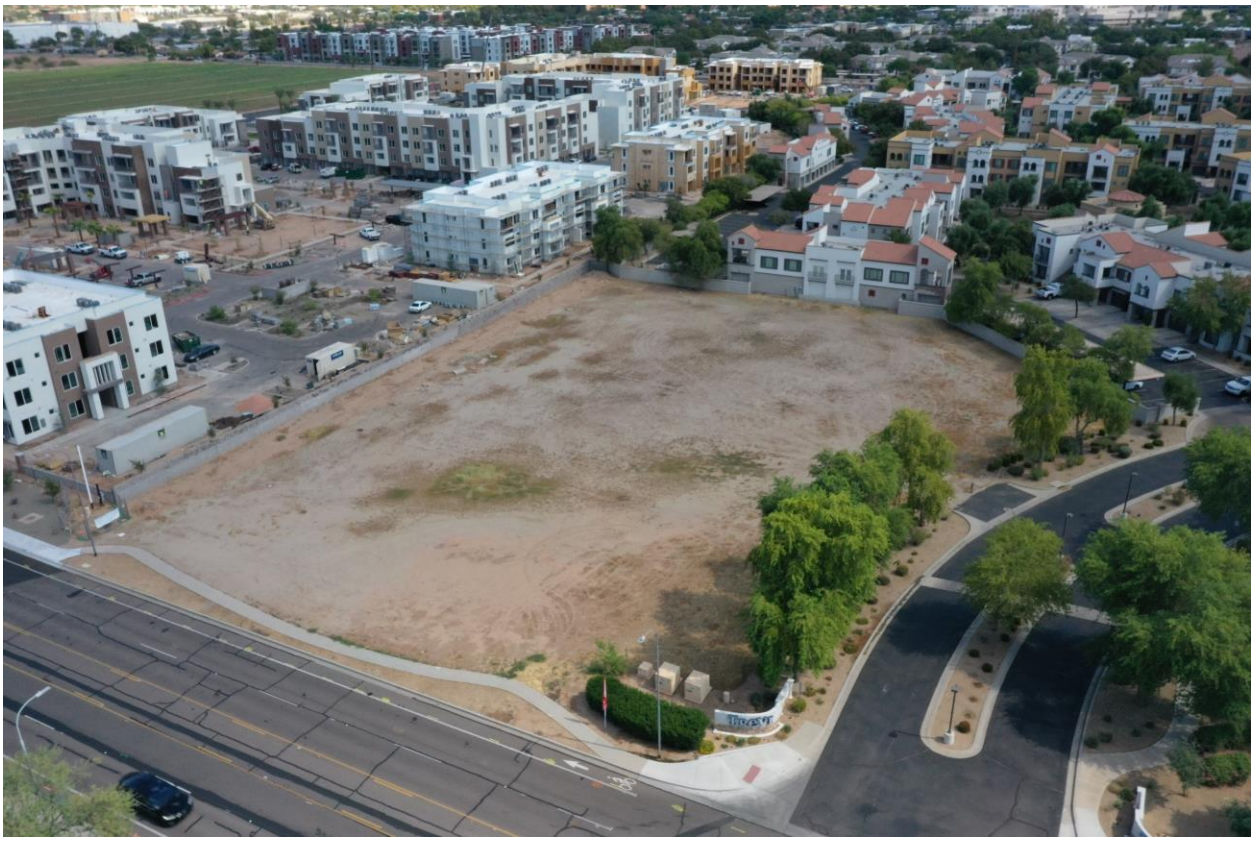
We have chosen a contemporary architectural style. Exterior finishes will include CMU , judicious use of glass , metal facia panels and stucco. Nirvana at Ellis Townhomes is intended to incorporate many of the so-called smart home features typically found in custom , upper-scale single family product.

74 parking spaces will be provided : in addition to 58 garage spaces , there will be 15 guest surface parking spaces and 1 additional ADA space. The site will contain concrete sidewalks and pathways to connect the community to its common areas.

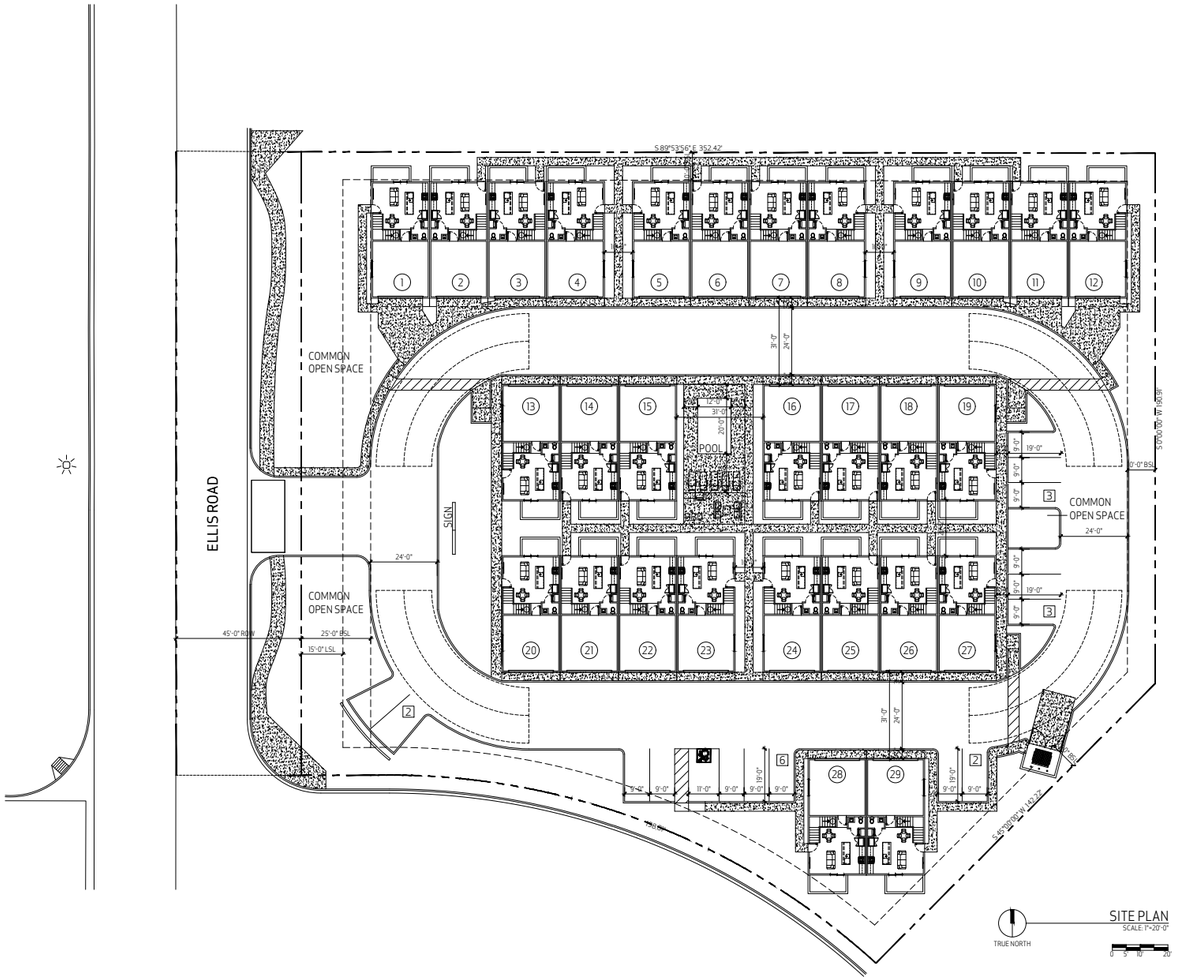
The site is designed for two StormTech underground retention systems. However they will be equalized , so the site is calculated as one site retention/detention system.

Respectfully Submitted

Thomas F Gardner , Applicant

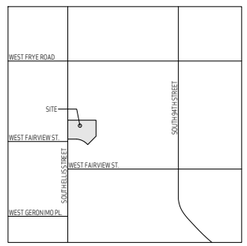


SITE PLAN FOR NIRVANA AT ELLIS PROJECT



SITE PLAN
SCALE: 1"=20'-0"

VICINITY MAP



PARKING SUMMARY

PARKING REQUIRED:

UNITS	TYPE	REQUIRED	TOTAL REQUIRED
(29)	2 BEDROOM 2.5 BATH	2.0 STALL/UNIT	58.0
	GUEST PARKING	.5 STALL/UNIT	16.0
		TOTAL REQUIRED	74.0 SPACES

PARKING PROVIDED:

2 CAR GARAGE SPACE	58.0
GUEST SPACES	15.0
ADA PARKING SPACES	1.0
TOTAL PROVIDED:	74.0 SPACES

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 31;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 31, A DISTANCE OF 1732.63 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 224.52 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.42 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 190.91 FEET;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 142.22 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, WITH A RADIUS BEARING SOUTH 42 DEGREES 16 MINUTES 00 SECONDS WEST, A DISTANCE OF 260.29 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43 DEGREES 45 MINUTES 43 SECONDS WEST, A DISTANCE OF 198.81 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.00 FEET TO THE TRUE POINT OF BEGINNING.

AMENITIES LIST

1. POOL
2. BBQ AREA
3. TURF

PROJECT DESCRIPTION

PROPOSED SITE PLAN CONSISTS OF A (29) TWENTY NINE UNIT RESIDENTIAL MULTI-FAMILY PROJECT IN A NEW DEVELOPMENT.

CODE REVIEW

AUTHORITY	CITY OF CHANDLER, ARIZONA
CODE	2021 INTERNATIONAL BUILDING CODE
	2021 INTERNATIONAL FIRE CODE
	2021 INTERNATIONAL MECHANICAL CODE
	2021 INTERNATIONAL PLUMBING CODE
	2020 NATIONAL ELECTRICAL CODE
	2021 INTERNATIONAL ENERGY CONSERVATION CODE
	2010 AMERICAN WITH DISABILITIES ACT
	2009 ANSI A117.1
OCCUPANCY	
EXISTING	R2 MULTIFAMILY
PROPOSED	R2 MULTIFAMILY
OCCUPANCY USE	NON-SEPARATED
CONSTRUCTION TYPE	V-B

PROJECT INFORMATION

PROJECT NAME:	NIRVANA AT ELLIS
ADDRESS:	NEC OF FAIRVIEW AND ELLIS STREET CHANDLER, ARIZONA 85225
APN:	303-24-220
ZONING:	MF-2
LOT:	2
PROPOSED USE:	MULTIFAMILY
NUMBER OF UNITS:	29 UNITS
STORIES:	(2) TWO STORIES
BUILDING HEIGHT:	
ALLOWED:	30'-0"
PROPOSED:	21'-0" (TOP OF ROOF)
BUILDING SETBACKS:	
FRONT:	20'-0"
REAR:	15'-0"
SIDES:	10'-0"
LOT SIZE:	
NET ACRES:	75,480 SF (1.73 ACRES)
GROSS ACRES:	84,458 SF (1.94 ACRES)

BUILDING FOOTPRINT

(1)	2- PLEX	1,892 SF EA	1,892 SF
(1)	3-PLEX	2,835 SF EA	2,835 SF
(6)	4-PLEX	3,780 SF EA	22,680 SF
	TOTAL BUILDING FOOTPRINT (TOTAL AREA UNDER ROOF)		27,407 SF TOTAL

LOT COVERAGE:	
ALLOWED:	45.0% (33,966 SF)
PROPOSED:	36.0% (27,407 SF)
FIRE PROTECTION:	
FIRE SPRINKLERS:	YES
FIRE ALARM:	NO
DENSITY:	
ALLOWED:	18 DU/ACRE (31.0 UNITS)
PROPOSED:	16 DU/ACRE (29.0 UNITS)
UNIT SIZES:	
(29)	2 BEDROOM 2.5 BATH
1ST FLOOR	
GARAGE	441SF
LIVABLE	441SF
2ND FLOOR	
LIVABLE	766 SF
BALCONY 1	55 SF
BALCONY 2	55 SF
OPEN SPACE:	
COMMON OPEN SPACE	
REQUIRED:	8,700 SF (150 SF PER BEDROOM)
PROVIDED:	9,965 SF
PRIVATE OPEN SPACE:	
PROVIDED:	78 SF (1ST FLOOR) 55 SF (2ND FLOOR)
REFUSE:	COMMUNITY PICK UP

PROJECT DIRECTORY

OWNER	NIRVANA AT ELLIS NEC OF FAIRVIEW AND ELLIS STREET CHANDLER, ARIZONA 85224 CONTACT: SHAUN KANAKA PHONE: 480.225.3065
ARCHITECT	TOMECAK DESIGN, P.C. 4368 NORTH CIVIC CENTER PLAZA ST. 201 SCOTTSDALE, ARIZONA 85251 CONTACT: MARK TOMECAK PHONE: 602.619.7751
CIVIL ENGINEER	JACOBS WALLACE, LLC 2233 WEST BETHANY HOME ROAD PHOENIX, ARIZONA 85015 CONTACT: CHUCK JACOBS PHONE: 602.757.5964

DEFERRED SUBMITTAL

1. SIGNAGE (UNDER SEPARATE PERMIT)
2. SPRINKLERS (UNDER SEPARATE PERMIT)

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E info@tomecakdesign.com

REGISTERED ARCHITECT
42458
MARK K. TOMECAK
ARIZONA U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

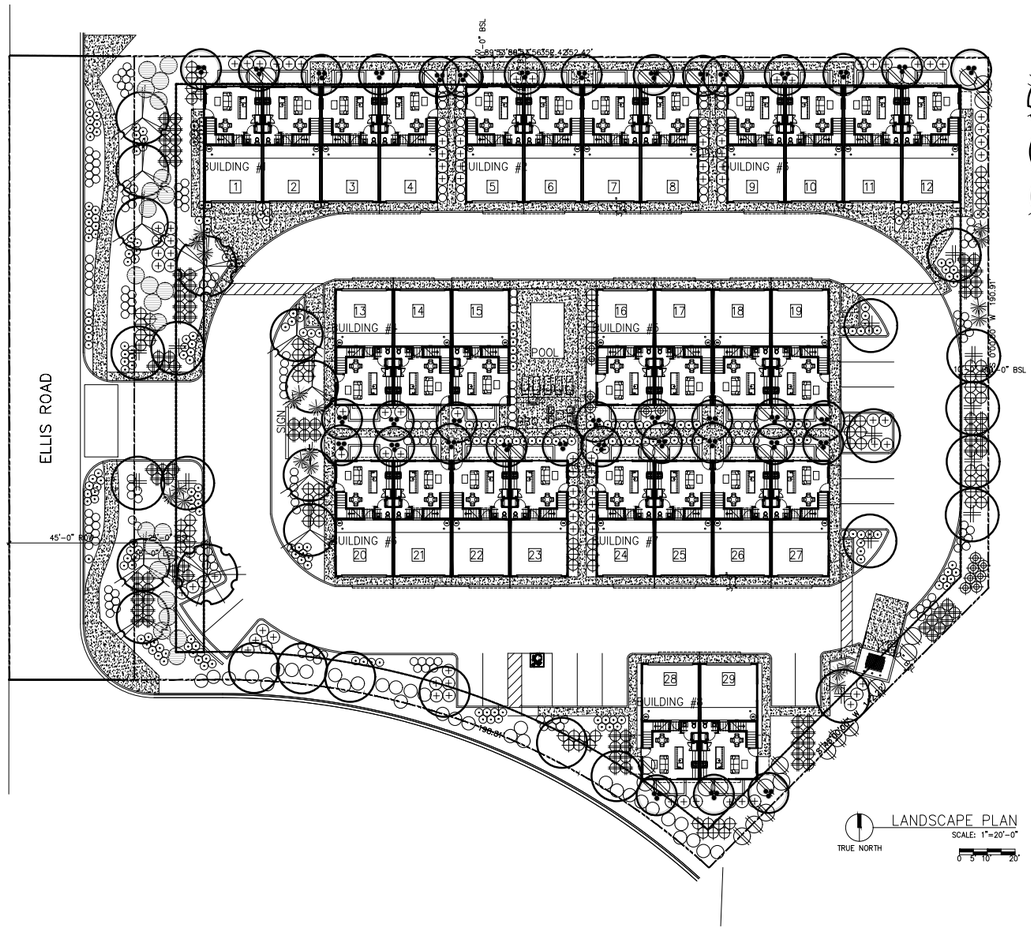
JOB #: 2402

DATE: 10.24.2024

CONTENTS: SITE PLAN

SHEET No: A0.01

THE DRAWING & THE INFORMATION OF SERVICE ARE THE PROPERTY OF TOMECAK DESIGN, P.C. AND SHALL REMAIN THEIR PROPERTY. THE USE OF THIS DRAWING SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT WAS PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR PART IS PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.



ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS. SEE SECTION 1903(6)(a) ZONING CODE.

LANDSCAPE LEGEND

TREES

PROSOPIS 'RIO-SALADO' THORNLESS HYBRID MESQUITE
2" CALIP., 6.5'T, 4.5'W (36" BOX)

PISTACIA X 'RED-PUSH' RED PUSH PISTACHE
2" CALIP., 7.5'T, 4.5'W (36" BOX)

QUERCUS VIRGINIANA LIVE OAK
3.0" CALIP., 9'T, 4'W (48" BOX)

CAESALPINIA CACALACO 'SMOOTHIE' CASCALOTE
1.5" CALIP.,(MULTI) 4'T, 3.5'W (24" BOX)

EXISTING TREE PROTECT FROM CONSTRUCTION

EXISTING SHRUB PROTECT FROM CONSTRUCTION

LARGE SHRUBS

TECOMA 'ORANGE JUBILEE' ORANGE JUBILEE
5 GALLON

MEDIUM SHRUBS

EREMOPHILA MACULATA VALENTINE EMU BUSH
5 GALLON

ACCENTS

HESPERALOE PARVIFLORA RED YUCCA
5 GALLON

HESPERALOE PARVIFLORA YELLOW YUCCA
5 GALLON

DASYLIRION WHEELERII DESERT SPOON
5 GALLON

AGAVE DESMETTIANA SMOOTH AGAVE
5 GALLON

GROUND COVER

LANTANA MONTEVIDENSIS 'GOLD MOUND'
1 GALLON

LANTANA MONTEVIDENSIS TRAILING PURPLE
1 GALLON

EREMOPHILA GLABRA 'MINGENEW GOLD'
5 GALLON

1/2" SCREENED ROCK PROS CARMEL DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

CITY OF CHANDLER LANDSCAPE NOTES:

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.

2. NO OBSTRUCTIONS TO VIEW SHALL BE ERECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6', ALL SHRUBS IN THIS AREA MAY NOT A MATURITY HEIGHT OVER 24"

3. ALL PLANT MATERIALS ARE GUARANTEED FOR A MINIMUM PERIOD OF SIXTY (60) DAYS FROM THE DATED OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIAL, WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.

4. TREES, SHRUBS, VINES, GROUND COVER AND TURF THAT HAVE TO BE REPLACED UNDER THE TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM DATE OF REPLACEMENT.

5. ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLANS. SEE SECTION 1902 (6)(H)

6. PARKING LOT TREES ARE TO HAVE A MINIMUM CLEAR CANOPY DISTANCE OF FIVE (5) FEET. SEE SECTION 1903 (6)(G)(C)(4), ZONING CODE.

7. ALL LANDSCAPE AREAS SHALL BE GRADED SO THAT FINISHED GRADE SURFACES OF ALL NONLIVING MATERIALS (I.E. DECOMPOSED GRANITE, CRUSHED ROCK, MULCH ETC.) ARE ONE AND ONE HALF (1 1/2) INCHES BELOW CONCRETE OR OTHER PAVED SURFACES. SEE SECTION 1903(6)(C)(11), ZONING CODE

8. TREES MUST BE PLACED MIN. OF 5' FROM SIDEWALKS, PUBLIC ACCESS WAYS SHRUBS MUST BE AT MATURITY, 3' FROM ALL SIDES OF A FIRE HYDRANT, P.I.V. OR FDC. SEE SECTION 1903 (6)(J)(1), ZONING CODE

9. ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR SEE SECTION 1903 (6)(H), ZONING CODE

10. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED\CORRECTED BEFORE THE FIELD INSPECTOR WILL ACCEPT\PASS THE SIGN IN THE FIELD OR ISSUE AN CERTIFICATE OF OCCUPANCY FOR A PROJECT

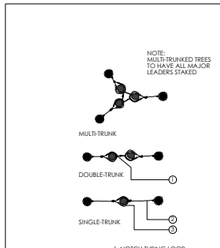
11. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACK FLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS SHALL BE PAINTED TO MATCH THE BUILDING COLOR.

12. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS, AND SHADE STRUCTURES REQUIRE A SEPARATE SUBMITTAL AND PERMITS.

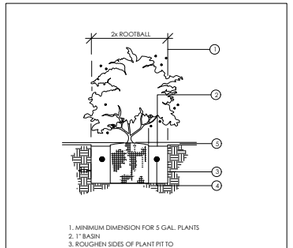
I HEREBY CERTIFY THAT NO TREE OR BOULDER IS DESIGNED CLOSER THAN SIX (6) FEET TO THE FACE OF STREET CURB.

REGISTERED LANDSCAPE ARCHITECT — DATE 02.28.25

DOUBLE STAKING DETAIL
NOT TO SCALE



TREE GUYING DETAIL
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE

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T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10446 N. 74th Street , Suite 150
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@tjmla.net

project:
NIRVANA AT ELLIS
635 SOUTH ELLIS STREET
CHANDLER, ARIZONA 85224

revised:

job #: 2402

date: 02.28.25

contents:
LANDSCAPE PLAN

sheet No: La.01

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1 REAR ELEVATION

SCALE: 1/4"=1'-0"

2 FRONT ELEVATION

SCALE: 1/4"=1'-0"

3 SIDE ELEVATION

SCALE: 1/4"=1'-0"

4 SIDE ELEVATION

SCALE: 1/4"=1'-0"

MATERIAL SCHEDULE

	MATERIAL	
S1	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	FINE GRAIN - DE6213
S2	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	ANTIQUE BRONZE - DEB002
BI	BRICK VENEER	
	MANUFACTURER:	GENERAL SHALE
	COLOR:	STEELY
MI	GUARDRAIL	
	MANUFACTURER:	CUSTOM METAL
	COLOR:	DARK BRONZE
M2	WINDOW/DOOR (LOW-E)	
	MANUFACTURER:	MILGARD
	COLOR:	DARK BRONZE
R1	RAIN SCREEN	
	MANUFACTURER:	CUSTOM
	COLOR:	ANTIQUE BRONZE

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REGISTERED ARCHITECT
42458
MARK K. TOMECAK
ARIZONA, U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: BUILDING ELEVATIONS

SHEET No: A2.00

1 REAR ELEVATION

SCALE: 1/4"=1'-0"

2 FRONT ELEVATION

SCALE: 1/4"=1'-0"

3 SIDE ELEVATION

SCALE: 1/4"=1'-0"

4 SIDE ELEVATION

SCALE: 1/4"=1'-0"

MATERIAL SCHEDULE

	MATERIAL	
S1	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	FINE GRAIN - DE6213
S2	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	ANTIQUE BRONZE - DEB002
B1	BRICK VENEER	
	MANUFACTURER:	GENERAL SHALE
	COLOR:	STEELY
M1	GUARDRAIL	
	MANUFACTURER:	CUSTOM METAL
	COLOR:	DARK BRONZE
M2	WINDOW/DOOR (LOW-E)	
	MANUFACTURER:	MILGARD
	COLOR:	DARK BRONZE
R1	RAIN SCREEN	
	MANUFACTURER:	CUSTOM
	COLOR:	ANTIQUE BRONZE

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Scottsdale, Arizona
ARIZONA, U.S.A.

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NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: BUILDING ELEVATIONS

SHEET No: A2.01

1 REAR ELEVATION

SCALE: 1/4"=1'-0"

2 FRONT ELEVATION

SCALE: 1/4"=1'-0"

3 SIDE ELEVATION

SCALE: 1/4"=1'-0"

4 SIDE ELEVATION

SCALE: 1/4"=1'-0"

MATERIAL SCHEDULE

	MATERIAL	
S1	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	FINE GRAIN - DE6213
S2	PAINTED STUCCO	
	MANUFACTURER:	DUNN EDWARDS
	COLOR:	ANTIQUE BRONZE - DEB002
B1	BRICK VENEER	
	MANUFACTURER:	GENERAL SHALE
	COLOR:	STEELY
M1	GUARDRAIL	
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	COLOR:	DARK BRONZE
M2	WINDOW/DOOR (LOW-E)	
	MANUFACTURER:	MILGARD
	COLOR:	DARK BRONZE
W1	RAIN SCREEN	
	MANUFACTURER:	CUSTOM
	COLOR:	ANTIQUE BRONZE

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REGISTERED ARCHITECT 42458 MARK K. TOMECAK ARIZONA U.S.A.

EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: BUILDING ELEVATIONS

SHEET No: A2.02

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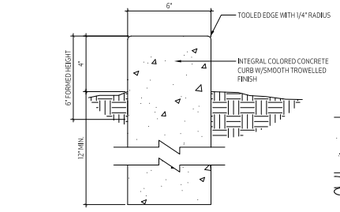
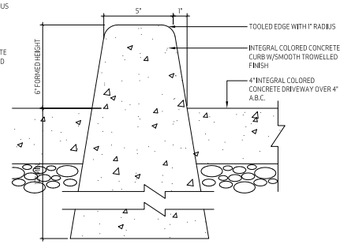


NOTE:
1. MAXIMUM SPACING OF CONTRACTION JOINTS IS 10'-0".
2. TOP OF CURB SHALL SLOPE WITH CONTOURS AND REMAIN 4" ABOVE ADJACENT GRADE. SEE CIVIL DRAWINGS FOR GRADES.

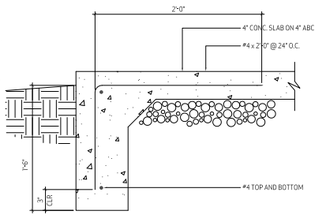
5 Landscaping Curb

SCALE: 3"=1'-0"



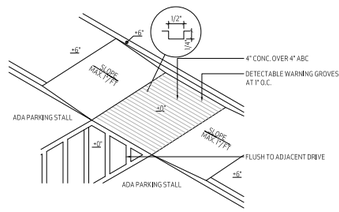
4 Parking Curb

SCALE: 3"=1'-0"



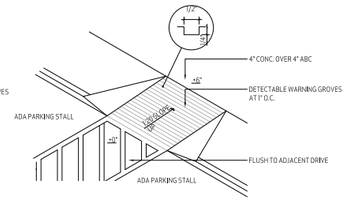
3 Turndown at Slab Edge

SCALE: 3"=1'-0"



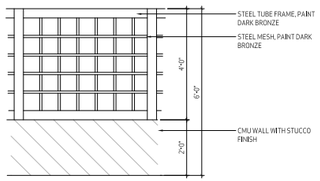
2 Accessible Path

SCALE: 1/4"=1'-0"



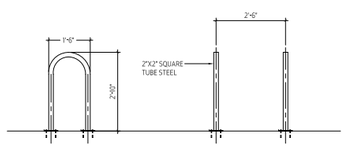
1 Accessible Path

SCALE: 1/4"=1'-0"



10 Site Wall Detail

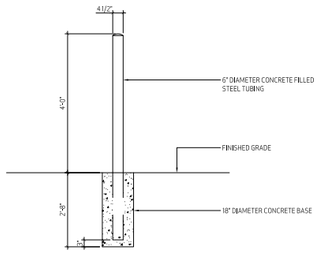
SCALE: 1/2"=1'-0"



ALL CONNECTIONS ARE WELDED EXCEPT BASE ATTACHMENT. ALL WELDS TO BE CONTINUOUS AND GROUND SMOOTH. ANY GAPS TO BE FILLED.

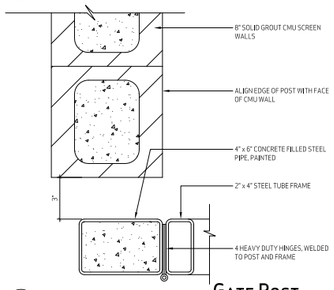
9 Bicycle Rack

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



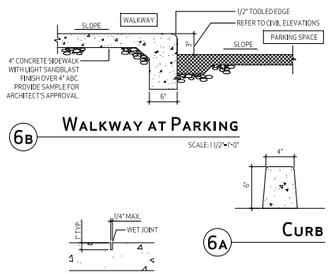
8 Bollard Detail

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



7 Gate Post

SCALE: 3"=1'-0"



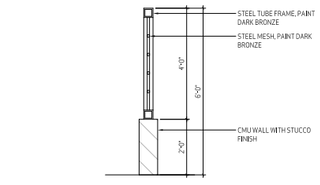
6B Walkway at Parking

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

6A Curb

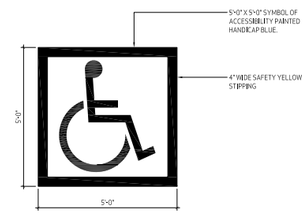
6 Concrete Control Joints

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



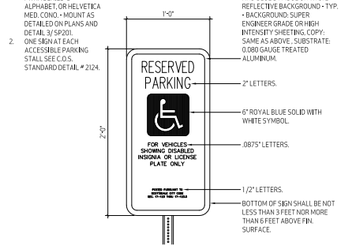
15 Site Wall Detail

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



14 Accessible Parking Sign

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

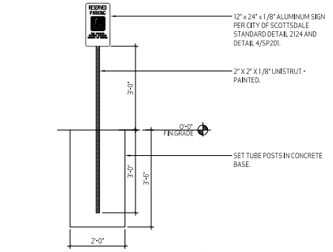


1. LETTERING SHALL BE FHWA SERIES 'B' ALPHABET, OR HELVETICA MED. COND. • MOUNT AS DETAILED ON PLANS AND DETAIL 3/SP201.
2. ONE SIGN AT EACH ACCESSIBLE PARKING STALL SEE C.O.S. STANDARD DETAIL # 2124.

GREEN BOARDERS AND TEXT, AND BLUE SYMBOL ON WHITE REFLECTIVE BACKGROUND • TYP. • BACKGROUND: SUPER ENGINEER GRADE OR HIGH INTENSITY SHEETING, COPY: SAME AS ABOVE. SUBSTRATE: 0.080 GAUGE TREATED ALUMINUM.

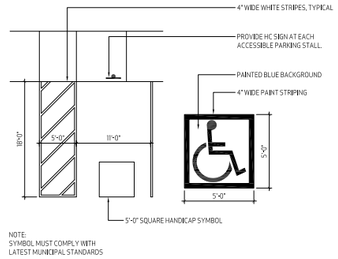
13 Accessible signage (Scottsdale)

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



12 Accessible Sign (Scottsdale)

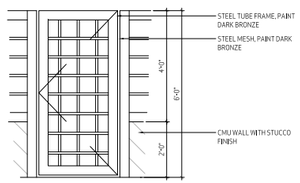
SCALE: 1/2"=1'-0"



NOTE:
SYMBOL MUST COMPLY WITH LATEST MUNICIPAL STANDARDS

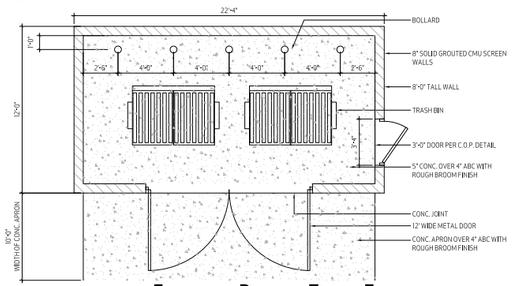
11 Accessible Parking

SCALE: NTS



17 Site Wall Gate

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



16 Enlarged Plan of Trash Enclosure

SCALE: 1/4"=1'-0"

TOMECAK DESIGN
4368 North Civic Center Plaza
Suite 201
Scottsdale, Arizona 85251
T 602.619.7751
F 480.718.8387
E info@tomecakdesign.com

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EXPIRES 3.31.2023

PROJECT:
NIRVANA AT ELLIS

635 SOUTH ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

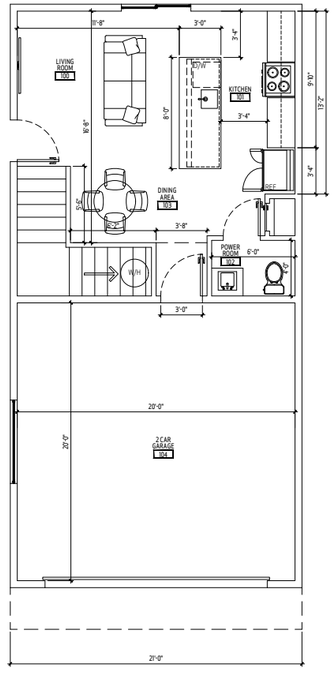
JOB #: 2402

DATE: 5.8.2024

CONTENTS: SITE DETAILS

SHEET No: A0.02

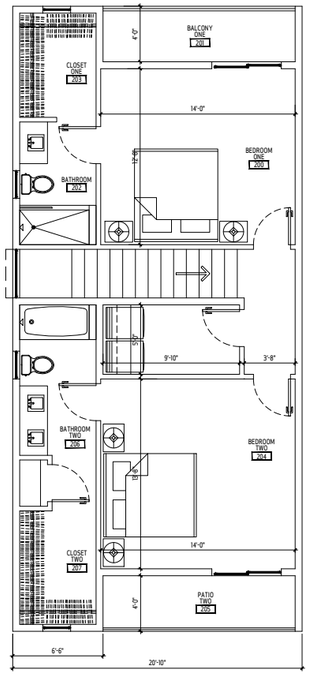
©



FLOOR PLAN - 1ST FLOOR

1/4"=1'-0"

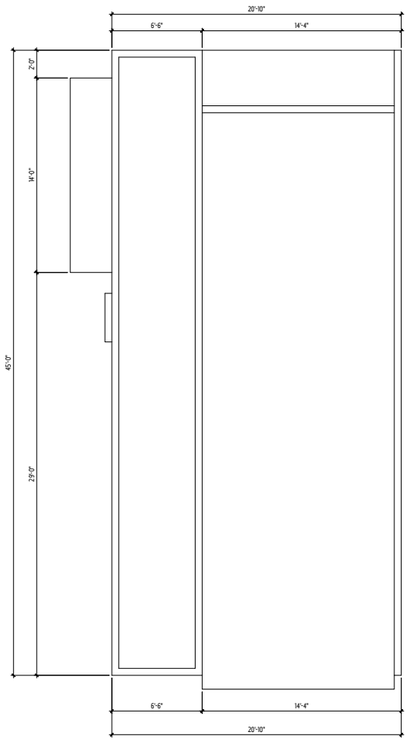
PLAN NORTH



FLOOR PLAN - 2ND FLOOR

1/4"=1'-0"

PLAN NORTH



ROOF PLAN

1/4"=1'-0"

PLAN NORTH

TOMECAK DESIGN
4368 North Civic Center Plaza
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E info@tomecakdesign.com

REGISTERED ARCHITECT
42458
MARK K. TOMECAK
ARIZONA U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: FLOOR PLAN
UNIT PLANS

SHEET No: A1.10

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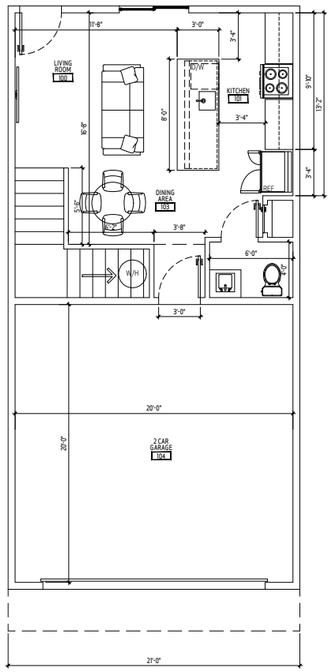
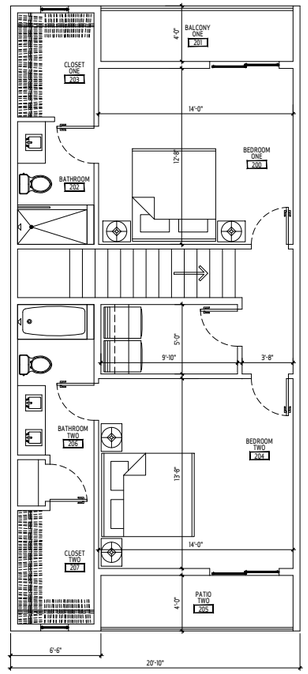


FLOOR PLAN - 1ST FLOOR

1/4"=1'-0"

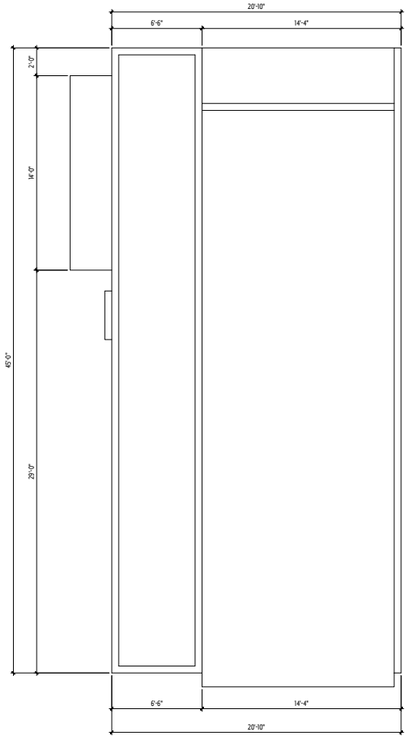
PLAN NORTH



FLOOR PLAN - 2ND FLOOR

1/4"=1'-0"

PLAN NORTH



ROOF PLAN

1/4"=1'-0"

PLAN NORTH

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4368 North Civic Center Plaza
Suite 201
Scottsdale, Arizona 85251

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E info@tomecakdesign.com

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MARK K. TOMECAK
ARIZONA U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: FLOOR PLAN
UNIT PLANS

SHEET No: A1.11

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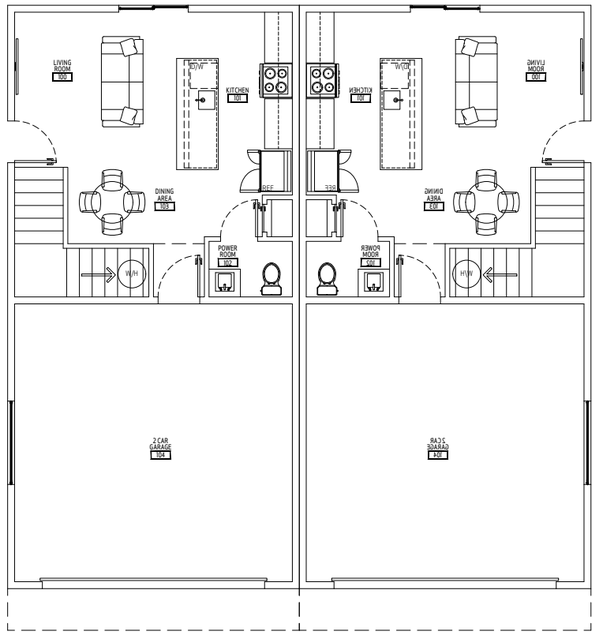
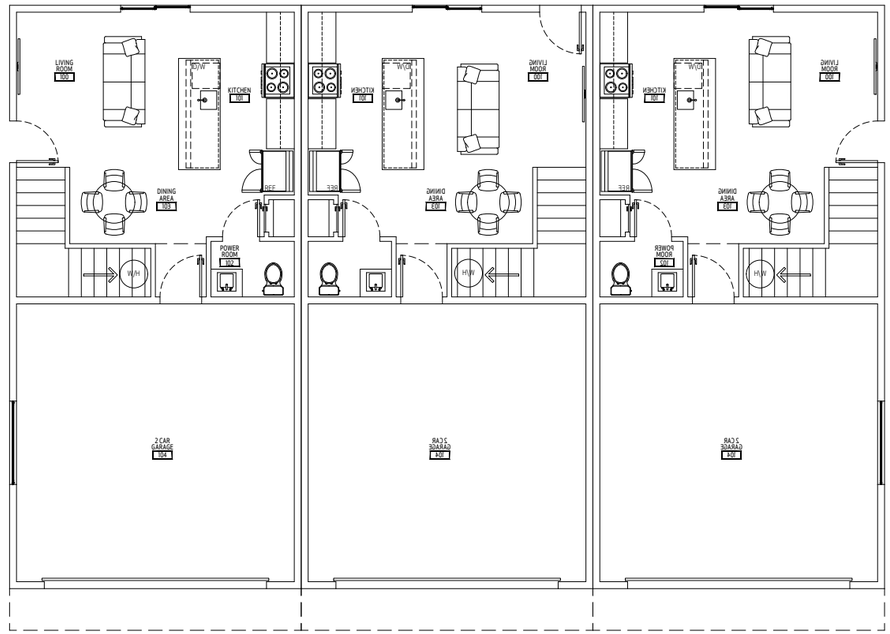
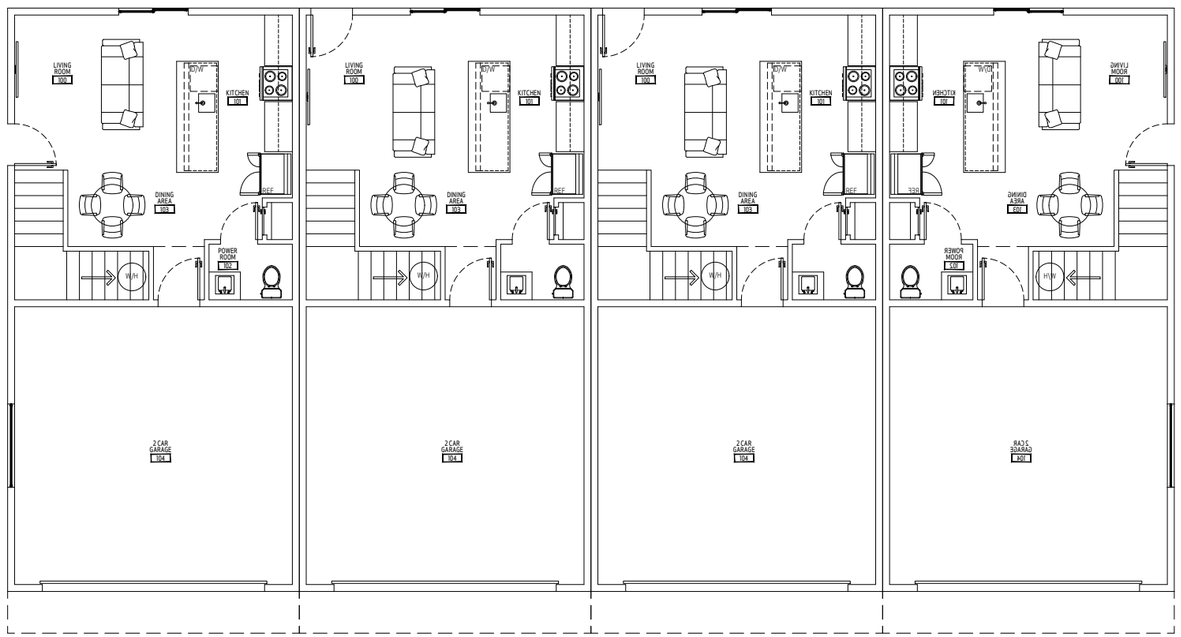


BUILDING A - 2 UNITS
1/4"=1'-0"
PLAN NORTH



BUILDING B - 3 UNITS
1/4"=1'-0"
PLAN NORTH



BUILDING C - 4 UNITS
1/4"=1'-0"
PLAN NORTH

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4368 North Civic Center Plaza
Suite 201
Scottsdale, Arizona 85251

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REGISTERED ARCHITECT
42458
MARK K. TOMECAK
ARIZONA U.S.A.
EXPIRES 3.31.2026

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

NEC OF FAIRVIEW AND ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

DATE: 10.24.2024

CONTENTS: BUILDING FLOOR PLANS

SHEET No: A1.00

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DESIGN
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42458
MARK K.
TOMECAK
Scottsdale, AZ
ARIZONA, U.S.A.

EXPIRES 3.31.2023

REZONING CASE NUMBER: Z-79-22-4

PROJECT:
NIRVANA AT ELLIS

635 SOUTH ELLIS STREET
CHANDLER, ARIZONA 85224

REVISED:

JOB #: 2402

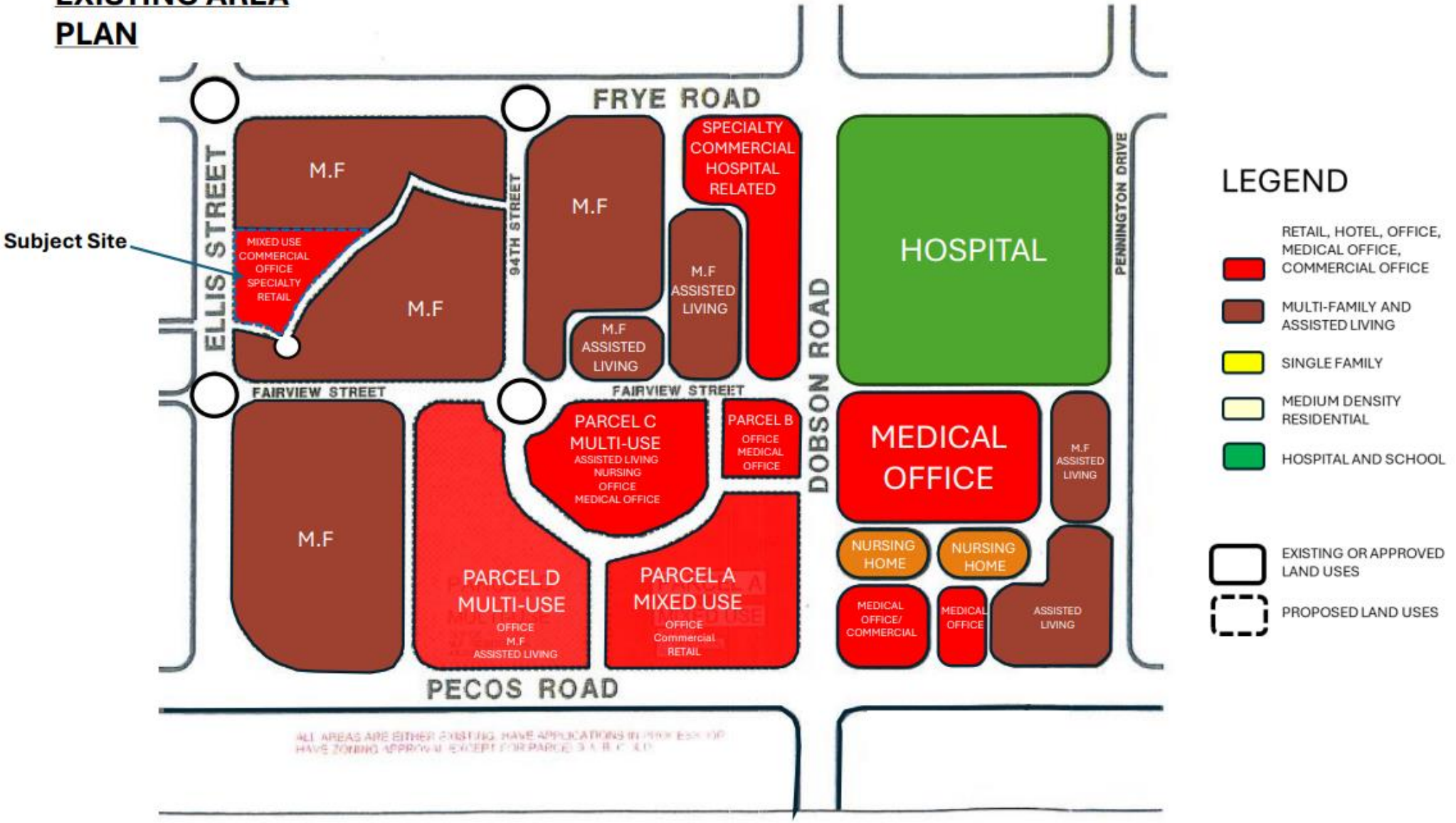
DATE: 5.8.2024

CONTENTS: RENDERINGS

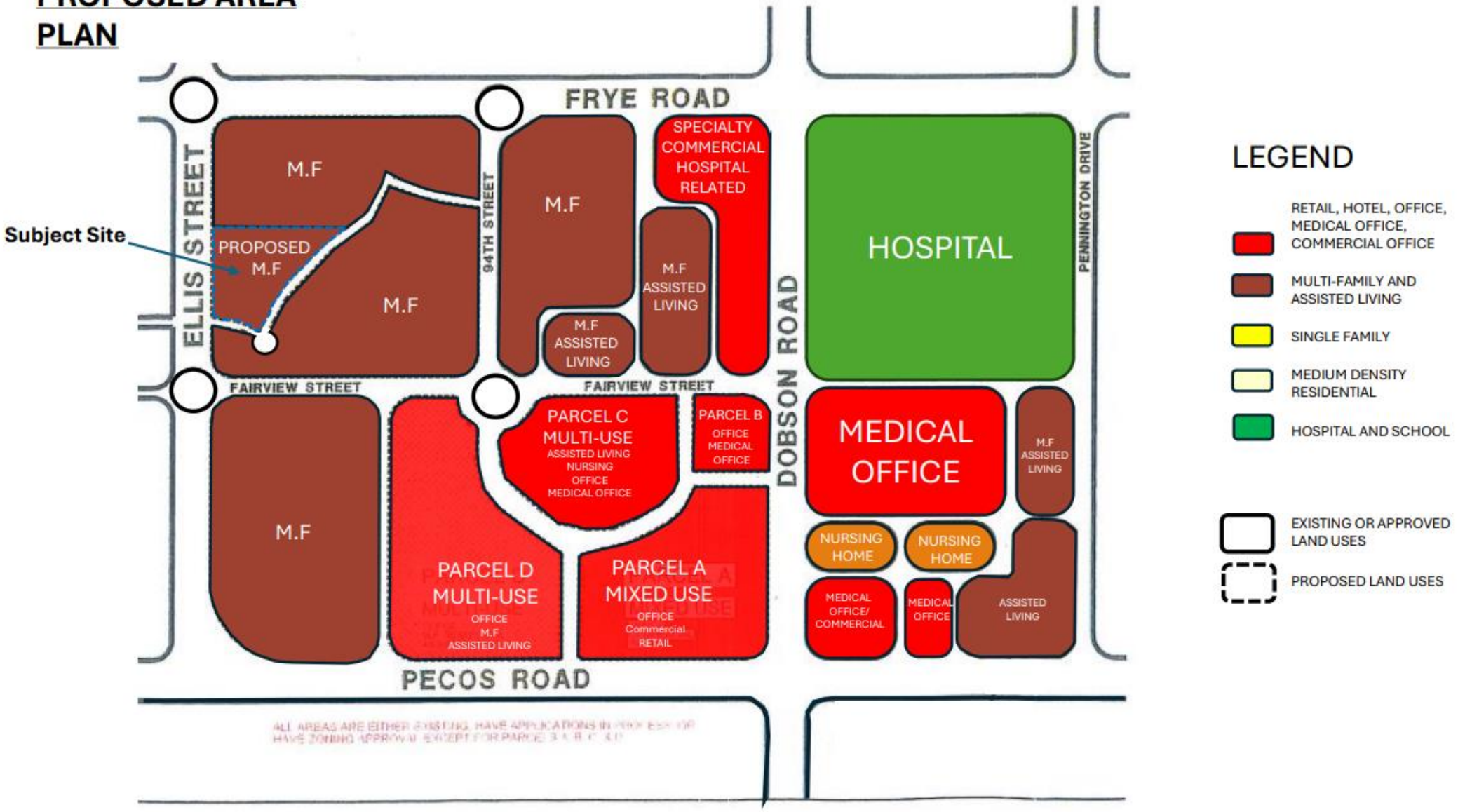
SHEET No: **A3.00**

©

EXISTING AREA PLAN



PROPOSED AREA PLAN



CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-009

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Darsy Smith, City Planner
Subject: PLH22-0037 St Amand Kitchen & Cocktails
Request: Entertainment Use Permit approval to allow live indoor entertainment, including live acoustic musical performances and outdoor speakers for ambient music.
Location: 3990 S Alma School Rd #3, located at the northwest corner of Alma School and Ocotillo Roads
Applicant: Keldy Winters, Owner of St Amand Kitchen & Cocktails

---

Proposed Motion:

Move City Council approve Entertainment Use Permit, PLH22-0037 St Amand Kitchen & Cocktails for an entertainment use permit approval to allow live indoor entertainment, including live acoustic musical performances and outdoor speakers for ambient music, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- In 1987, the subject site was Zoned Planned Area Development (PAD) for special uses such as resorts, hotels, specialty commercial, cultural and sports centers, tennis and swim clubs, and townhouse or condominium developments in the Ocotillo Phase I Master Plan.
- In 2007, D'Vine Wine and Bar was built and requested a liquor use permit for a series 12 license.
- In 2022, St Amand Kitchen & Cocktails took over the space, and due to the fact that D'vine Wine and Bar never received approval for live entertainment in 2007, St Amand Kitchen & Cocktails was required to obtain the entertainment use permit.

- The application was filed in 2022, and due to changing management, the applicant was unable to continue moving forward with the application. Staff has continued to work with the applicant to get them into compliance and continue the Entertainment Use Permit.

Surrounding Land Use Data:

North	PAD for office	South	Ocotillo Road, then shops
East	Alma School Road, then a senior living facility	West	Hotel

Proposed Development:

Size of Restaurant	Approximately 2,800 sq ft
Hours of Operation	Sunday - Thursday: 3pm - 10pm Friday - Saturday: 3pm - 11pm
Hours of Live Entertainment	Wednesday - Saturday: 5pm - 8pm Sunday: 10am - 8pm
Type of Entertainment	Live acoustic performances and outdoor speakers for ambient music

Review and Recommendation:

Per Zoning Code section 35-305(4), an Entertainment Use Permit is required when alcoholic beverages are sold or served, there is entertainment activity provided outdoors with the property being located 1,320 ft. or less from a residentially zoned property, and/or if there is entertainment provided indoors with the property being located 600 feet or less from a residentially zoned property. The distance is measured from the closest exterior wall or fence of any indoor or outdoor space occupied by the subject establishment to the closest property line of a residentially zoned property. The nearest single-family residential development to this project is located approximately 280 feet to the east, across Alma School and Ocotillo Road.

In 2022, staff received the application for an Entertainment Use Permit for St. Amand Kitchen & Cocktails. The applicant was unable to move forward with the Entertainment Use Permit due to their changing management. Staff has continued to work with the applicant since 2022 to ensure that the applicant is brought into conformance with the code requirements explained above and proceed with the Entertainment Use Permit. The applicant is requesting

entertainment indoors to play live acoustical performances Wednesday-Saturday from 5:00p.m.-8:00p.m. and on Sunday from 10:00a.m.-8:00p.m., as well as outdoor speakers for ambient music.

Planning staff has reviewed the request and finds it to be consistent with the General Plan and applicable zoning. Live entertainment is a compatible land use with the surrounding commercial development and the adjacent residential with the proposed stipulations.

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 February 19th, 2025. Four residents attended the meeting, all in support of the request.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request. Staff has received one call in support of the request, one email in support, and one email with questions about the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting, March 19, 2025
Motion to Approve

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

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan and Planning and Zoning Commission recommends City Council approve the Use Permit/ Entertainment Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Entertainment Use Permit and require a new Entertainment Use Permit application and approval.
2. The Entertainment Use Permit is non-transferable to any other location.
3. Entertainment 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 Entertainment Use Permit shall apply.
4. No noise shall be emitted from external speakers or live entertainment in

such a manner that exceeds the general level of noise by uses outside the premises of the business and disturbs adjacent businesses and residential areas.

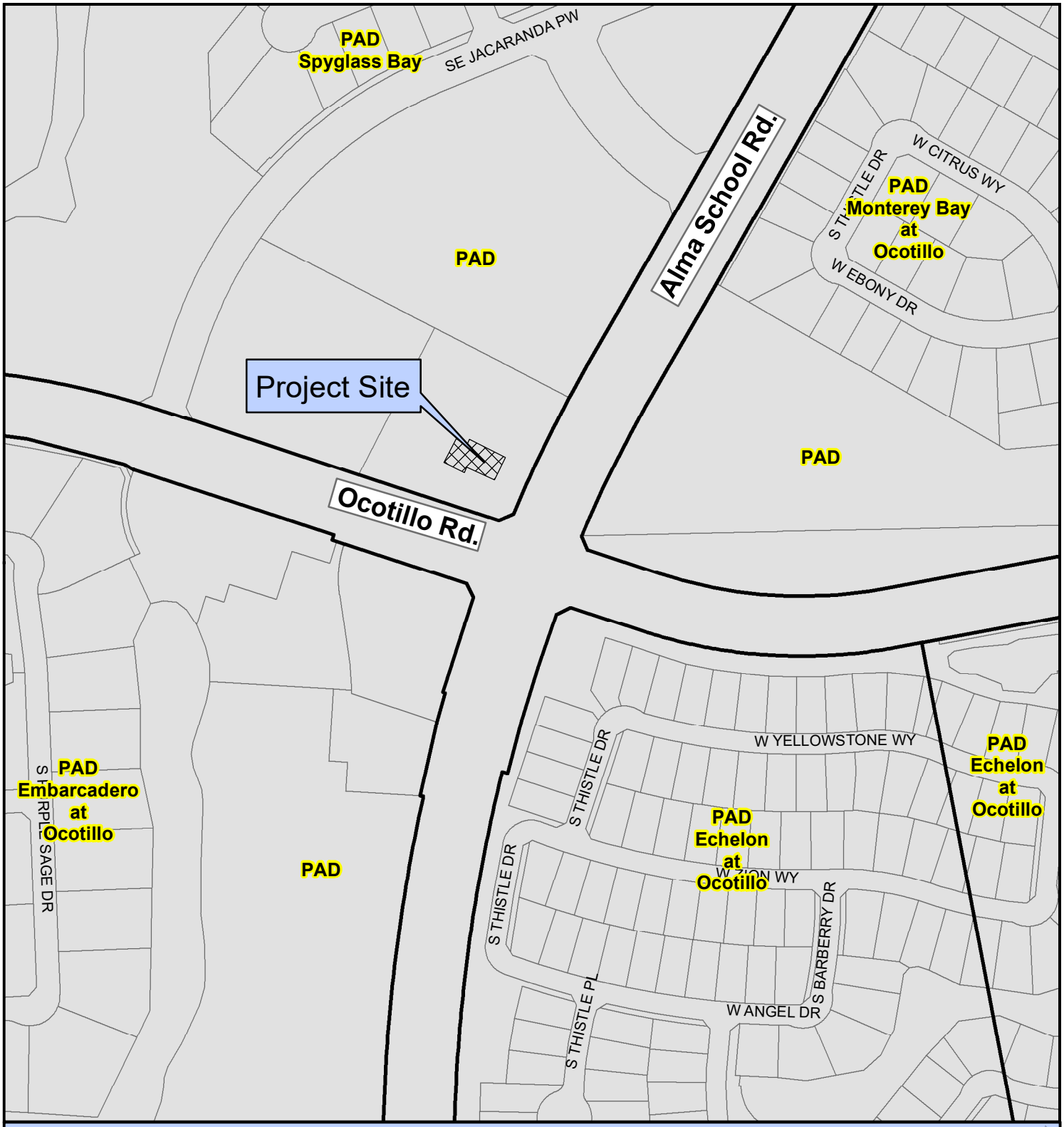
5. The establishment shall provide a contact phone number for a responsible person (i.e. bar owner and/or manager) to any interested neighbors or property owners to resolve complaints quickly and directly.

Attachments

Vicinity Maps

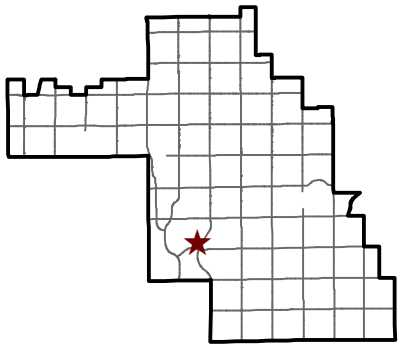
Exhibits

Letter of Support



PLH22-0037 3990 LLC DBA ST Amand Kitchen & Cocktails

Proposed Project Details
3990 S. Alma School Rd. #3
Entertainment Use Permit approval to allow live indoor entertainment, including live acoustic musical performances and outdoor speakers for ambient music



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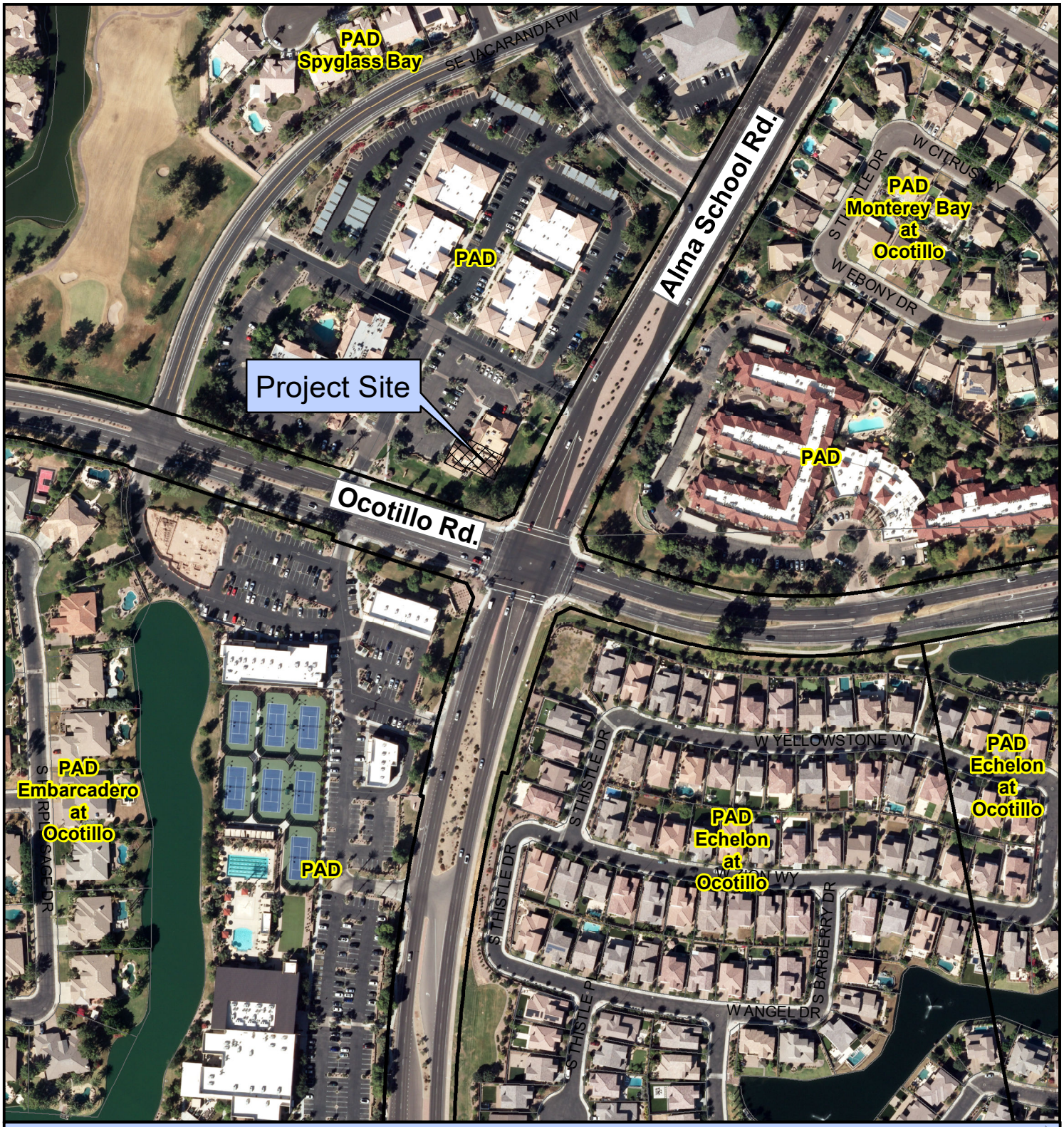
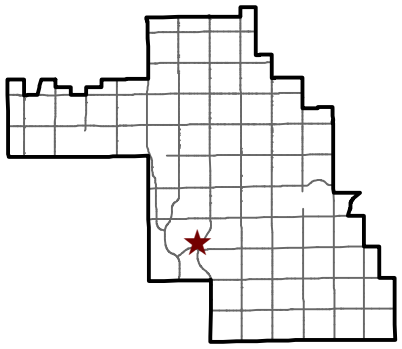


PLH22-0037 3990 LLC DBA ST Amand Kitchen & Cocktails

N

Proposed Project Details
3990 S. Alma School Rd. #3
Entertainment Use Permit approval to allow live indoor entertainment, including live acoustic musical performances and outdoor speakers for ambient music



CHANDLER arizona

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

PLH22-0037

St Amand Kitchen & Cocktails

Location:

3990 S Alma School Rd, #3

Northwest corner of Alma School and Ocotillo Roads

3990, LLC DBA ST. AMAND KITCHEN & COCKTAILS

August 29th, 2022

Development Services
Attn: Ben Cereceres

Mr. Cereceres,

In response to your request for additional information dated August 18th, 2022 reference number PLH22-0037 St. Amand Kitchen & Cocktails.

Narrative:

1. Restaurant Liquor License. License # 303569 attached.
2. Planned acoustic performances will be Wednesday through Saturday 5pm to 8pm with brunch performances Sunday between 10 am and 8 pm.
3. The restaurant is currently closed Mondays however when staffing allows we plan to open on Mondays without musical performances.

Floor plan:

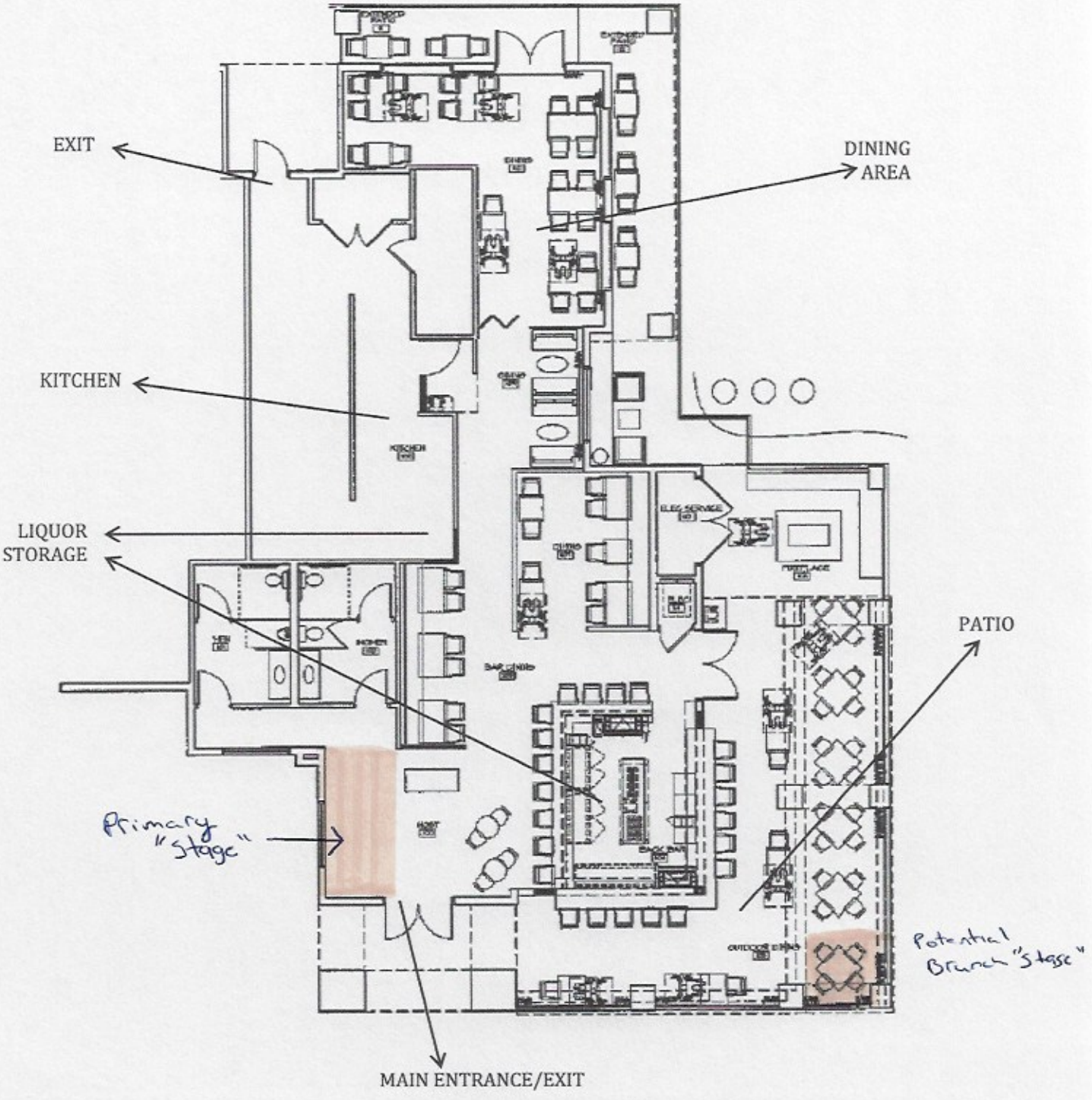
1. Please see attached which indicates two locations which will be utilized for performances at different times.

Neighborhood Meeting:

1. Please see attached.

Keldy Winters – *3990, LLC*
dba St. Amand Kitchen & Cocktails

ST. AMAND KITCHEN & COCKTAILS
3990 S. ALMA SCHOOL ROAD, #3
CHANDLER, AZ 85248
3,841 SF



March 5, 2025

City of Chandler
Attn: Development Services Department

RE: Response to email dated 3/4/25.

To Whom It May Concern:

1. Addition to Narrative: Contact information of responsible party for interested neighbor or property owner to resolve complaints:

   General Manager: Grant Gates
   grant@stamandaz.com
   480-782-5550

Keldy R. Winters
(360) 431-4135

NOTICE OF NEIGHBORHOOD MEETING

September 1ST, 2022

PLH22-0037 St Amand Kitchen & Cocktails
3990 S. Alma School Road #3
Chandler, AZ 85248

Dear Area Property Owner,

This letter is being sent to notify you of a Use Permit filed with the City of Chandler's Planning Division. St. Amand Kitchen & Cocktails was recently purchased and the new ownership group is required to reapply for a Use Permit which allows the restaurant to offer live music to guests.

Acoustical performances which may not be nightly will be limited to Wednesday through Saturday between the hours of 5 pm and 8 pm and on Sunday from 10 am to 8 pm. St. Amand Kitchen & Cocktails will continue to operate with a Restaurant designated Liquor License or Series 6 License. The interior or the restaurant can serve up to 99 guests while the patio can accommodate an additional 50 guests.

The meeting will be held as follows:

DATE: September 26th, 2022

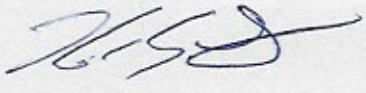
TIME: 6 PM

LOCATION: 3990 S. Alma School Road #3, Chandler, Arizona 85248 (St. Amand)

If you have questions, comments or are unable to attend the meeting, please feel free to contact Keldy Winters at 360-431-4135 or keldywinters@gmail.com. You can also contact Ben Cereceres City Planned with the City of Chandler's Planning Division 480-782-3063.

Sincerely,

Keldy Winters



Darsy Smith

From: Scott Gerrity <sgerrity@acpmanagement.com>
Sent: Tuesday, March 4, 2025 12:06 PM
To: Darsy Smith
Cc: Mario Jauregui Jr
Subject: PLH22-0037

Follow Up Flag: Follow up
Flag Status: Completed

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

I am familiar with the property at 3990 S Alma School Rd, Chandler, AZ and with the restaurant there. It is a classy place, and they run a good business. I have no objection and actually support them getting the Entertainment Use Permit approved.

Thank you

Regards

Scott Gerrity
ACP Management
3720 S Susan Street, Suite 100
Santa Ana, CA 92704
(714) 646-4971 (D)

CHANDLER arizona
Community of Innovation

City Council Memorandum **Economic Development** **Memo No.** ED25-028

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Micah Miranda, Economic Development Director
From: Michael Winer, Economic Development Project Manager
Subject: Resolution No. 5894, Authorizing Support for a Foreign Trade Zone Designation and Application for Catalina Components Incorporated; Approving the Related Intergovernmental Agreement Between the City of Chandler and the City of Phoenix; and Authorizing the Mayor to Execute the Intergovernmental Agreement on Behalf of the City of Chandler

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5894, authorizing support for a Foreign Trade Zone designation and application for Catalina Components Incorporated; approving the related Intergovernmental Agreement between the City of Chandler and the City of Phoenix; and authorizing the Mayor to execute the Intergovernmental Agreement on behalf of the City of Chandler.

Background:

Catalina Components Incorporated is a value-added supplier and manufacturer of components for the global automotive industry. The company has been in business for more than 32 years and operating in Chandler since 2003 when it constructed its first building. Catalina Components operates from two adjacent parcels at 4015 W. Milky Way and 320 S. McClintock Drive in West Chandler. The Milky Way property houses the original building encompassing 12,500 square feet, and the company expanded in 2019 with the purchase of the adjacent land and construction of another building of approximately 16,000 square feet. Catalina Components employs 16 people at its Chandler site.

The company contacted the city's Economic Development Division requesting support for a Foreign Trade Zone ("FTZ") at its Chandler site to help maintain financial stability and global competitiveness amid tariff policy changes occurring

at the federal level. The FTZ status would allow Catalina Components and its clients to benefit from the import/export duty reduction for companies located in an active FTZ, realize administrative and customs cost savings, and take advantage of global supply chain efficiencies inherent to the FTZ program.

While Arizona state law also allows properties in an active FTZ to obtain a reduction in the property tax assessment ratio from 16% to 5%, Catalina Components has agreed to not pursue or claim this beneficial tax treatment for its existing facilities or any new buildings and equipment at its Chandler site. Therefore, support of the FTZ designation has no direct fiscal impact to the city or other area taxing jurisdictions (e.g., school districts).

The City of Phoenix holds the authority to establish new FTZ designations for certain areas in the greater metropolitan region. If City Council approves this resolution, the City of Phoenix will need to authorize the company's application for a permanent FTZ. The FTZ application will be submitted to the federal Foreign Trade Zones Board in Washington, D.C., for review and approval.

There are currently five companies with authorized FTZ sites in the City of Chandler: Intel, Avnet, Viavi, Rinchem, and SKU Distribution. If Catalina Components receives a FTZ designation, the company and its clients will be able to participate in international trade more effectively due to the lower duty rates and administrative costs associated with FTZ status. The city would also benefit from the increased international trade activities, which support the jobs at the Catalina Components site in Chandler.

Financial Implications:

There are no financial implications for the City of Chandler.

Attachments

Resolution 5894

Catalina Components Notice of Intent to Apply for FTZ Status

IGA Chandler/Phoenix for Catalina Components

RESOLUTION NO. 5894

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING SUPPORT FOR A FOREIGN TRADE ZONE DESIGNATION AND RELATED APPLICATION FOR THE CATALINA COMPONENTS INCORPORATED FACILITY LOCATED AT 4105 S. MILKY WAY AND 320 S. MCCLINTOCK DRIVE, AND APPROVING RELATED INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX.

WHEREAS, Catalina Components Incorporated ("Catalina") manufactures and assembles components for the global automotive industry, and operates from two adjacent properties at 4015 W. Milky Way and 320 S. McClintock Drive, in Chandler, Arizona ("Site"); and

WHEREAS, without receiving Foreign Trade Zone ("FTZ") designation for the Site, Catalina and its importer/exporter clients are put at a competitive disadvantage; and

WHEREAS, Chandler desires to support Catalina in applying for FTZ Operator status at the Site under Foreign Trade Zone No. 75, provided that Catalina Components Incorporated agrees to not pursue classification of any real or personal property at the Site as Class 6 to receive the beneficial state tax treatment available to an activated FTZ Operator; and

WHEREAS, Catalina is agreeable to such limitation on state tax treatment; and

WHEREAS, the City of Phoenix has received a grant from the federal Foreign-Trade Zones Board to establish Foreign Trade Zone No. 75 and Chandler does not have any such grant of authority; and

WHEREAS, Phoenix is willing to submit an application to the Foreign-Trade Zones Board on behalf of Catalina for the property at the Site to be established, operated and maintained as a foreign-trade zone usage-driven site; and

WHEREAS, A.R.S. § 11-952 authorizes Chandler and Phoenix to enter into an intergovernmental agreement memorializing their agreement to work together to establish a FTZ designation for the Site.

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

Section 1. Authorizing the City of Chandler's support of a Foreign Trade Zone designation for the Catalina Components Incorporated facility located at 4015 W. Milky Way and 320 S. McClintock Drive, in Chandler, Arizona.

Section 2. Authorizing the City of Chandler's support of Catalina Components Incorporated's application for FTZ Operator status under FTZ No. 75.

Section 3. Approving the Intergovernmental Agreement between the City of Chandler and the City of Phoenix attached as Exhibit "A" and authorizing the Mayor to execute the agreement on behalf of the City of Chandler.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5894 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

CATALINA COMPONENTS, INC.

March 4, 2025

Michael Winer
City of Chandler, Economic Development
175 S. Arizona Avenue
Chandler, AZ 85225

RE: Free Trade Zone Application

Dear Michael,

On behalf of Catalina Components Incorporated (CCI), I am writing to formally notify the City of Chandler that CCI intends to apply for FTZ Zone Status. The site is located at 4015 W. Milky Way and includes the adjoining lot at 320 S. McClintock Drive. The Milky Way property is the original building encompassing approximately 12,500 square feet. In 2019 we expanded operations with the purchase of the land and construction of the building on the adjacent lot at 320 S. McClintock Road which is an additional 16,000 square feet.

The purpose of these facilities is to provide third party distribution and warehousing along with die cutting services to our customers in the Automotive Sector. We import precision fasteners and rubber products and raw material for products primarily distributed to the safety restraints industry.

We are the exclusive operator of the facility for the stated services. The site currently employees 16 people. The current tariff turbulence has put a strain on our company. We have since realized that the incoming tariffs we are encountering are not on products that will be used in the United States and therefore we could qualify for exemption as a Free Trade Zone. We have been in business for over 32 years and operating out of Chandler since 2003 when we constructed our first building. We plan to continue our growth in Chandler and the FTZ Zone approval will help solidify our financial stability now and in the future.

Catalina Components Incorporated understands that the City of Chandler must file a resolution in support of Catalina Components to the Grantee of FTZ No. 75, City of Phoenix.

Catalina Components Incorporated is waiving any tax abatement opportunities of our facility in the City of Phoenix Foreign Trade Zone No. 75. We understand that the existing parcels are already contributing to the tax revenue, and this will not be removed from the revenue stream. Catalina Components Incorporated confirms that it will not pursue or claim the Tax abatement opportunities available for new buildings and equipment as Class 6.

We will be working with Ernst & Young to assist our Activation with US Customs and Border Protection. Please let us know if you need any additional information. We welcome a visit at any time to see our operation.

Thank you for taking to the time to assist us.

S. Nicole Saxton

S. Nicole Saxton
Owner/President

4015 W. Milky Way Chandler, AZ 85226
Ph 480-377-0437 Fax 480-377-0436

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITY OF CHANDLER AND THE CITY OF PHOENIX

(TO ESTABLISH CATALINA COMPONENTS INCORPORATED WITHIN A FOREIGN-TRADE ZONE)

This INTERGOVERNMENTAL AGREEMENT **("Agreement")** is made and entered into this _____ day of _____, 2025 **("Effective Date")**, by and between the City of Chandler **("Chandler")**, a municipal corporation duly organized and existing under the laws of the State of Arizona, and the City of Phoenix **("Phoenix")**, a municipal corporation duly organized and existing under the laws of the State of Arizona. Chandler and Phoenix are sometimes referred to collectively as **"Parties"** and individually as a **"Party."**

RECITALS

A. Chandler is empowered to enter into this Agreement under A.R.S. §11-952, as amended, and has authorized the undersigned to execute this Agreement on behalf of Chandler by resolution, a copy of which is attached to this Agreement as **Exhibit A** and incorporated by reference.

B. Phoenix is empowered to enter into this Agreement under A.R.S. §11-952, as amended, and has authorized the undersigned to execute this Agreement on behalf of Phoenix by resolution, a copy of which is attached to this Agreement as **Exhibit B** and incorporated by reference.

C. Phoenix has received a Grant (Board Order 185, dated March 25, 1982) from the Foreign-Trade Zones Board **("Board")** to establish FTZ No. 75, and the alternative site framework format for FTZ No. 75 was approved by the Board in a notice published on October 20, 2010 in 75 Fed. Reg. 64708.

D. Chandler does not have a grant of authority to establish a Foreign-Trade Zone.

E. Catalina Components Incorporated **("Catalina")** operates facilities on certain real property within the City of Chandler located at 4015 W. Milky Way, Chandler, Arizona 85286 (APN 301-89-853) and 320 S. McClintock Drive (APN 301-90-725), Chandler, Arizona 85286 (collectively, **"Site"**) and desires to have the Site designated as a foreign-trade zone **("Zone Site")**. The Site as shown in **Exhibit C**, which is attached to this Agreement and incorporated by reference, is utilized as a distribution facility. Catalina seeks the import/export duty-related benefits afforded businesses located within the FTZ.

F. Chandler desires to assist Catalina in obtaining approval from the Board to establish, operate, and maintain a foreign-trade zone at the Zone Site.

G. Phoenix is willing to submit an application to the Board on behalf of Catalina **("Application")** for a minor boundary modification to establish, operate, and maintain a foreign-trade zone at the Zone Site to demonstrate its interest in a cooperative regional effort to encourage the retention and expansion of business in the greater metropolitan area.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained and described herein, the parties agree as follows:

I. Statutory Requirements

1. Purpose – Ariz. Rev. Stat. § 11-952(B)(2). The purpose of this Agreement is to memorialize Chandler's and Phoenix's agreement to work together to assist Catalina in its efforts to obtain foreign-trade zone status for the Zone Site and to assure Phoenix that the establishment, operation, and maintenance of a foreign-trade zone status at the Zone Site, including any unsuccessful efforts made in respect thereto, shall be accomplished without any cost or liability whatsoever to Chandler or Phoenix.

2. Duration – Ariz. Rev. Stat. § 11-952(B)(1). This Agreement shall take effect and become operative on its **Effective Date** provided above, after it has been approved by Chandler's and Phoenix's respective City Councils and executed by the duly authorized officials of each of the Parties. This Agreement will continue in duration for the term of the Foreign-Trade Zone Operations Agreement **("Operations Agreement")**, which is to be negotiated and executed between Phoenix and Catalina pursuant to **§§ 7 and 8** below, until that Operations Agreement terminates or otherwise expires unless this Agreement is terminated earlier in accordance with **§ 4** below. The Parties do not intend that the term of this Agreement shall exceed any limitation imposed by law, including without limitation the laws of the State of Arizona, and agree to comply with any applicable requirements of such laws in connection with the Agreement's term.

3. Manner of Financing/Budgeting – Ariz. Rev. Stat. § 11-952(B)(3). Funding for Chandler's and Phoenix's respective responsibilities under this Agreement are annually approved by Chandler's and Phoenix's respective City Councils when they approve their annual budgets.

4. Termination – Ariz. Rev. Stat. § 11-952(B)(4). This Agreement will terminate upon the earliest occurrence of the following:

4.1. the Agreement reaches the end of its term;

4.2. the Parties mutually agree to terminate this Agreement by formal amendment signed by the Parties;

4.3. one Party is in default of its obligations and fails to institute required corrective actions (*see* **§ 26** below); or

4.4. one Party provides the other Party with a Notice to terminate at least **180 calendar days** before the effective termination date, with each Party to bear its own costs and expenses incurred as a result of that termination.

5. **Separate Legal Entity – A.R.S. § 11-952(B)(5).** This **Section** is intentionally left blank.

6. **Other Necessary Matters – A.R.S. § 11-952(B)(6).** *See* **§ II (Responsibilities)** below.

II. Responsibilities

7. Chandler's Obligations. Chandler's responsibilities under this Agreement include the following:

7.1. Facilitate the negotiation and execution of an Operations Agreement, if any, between Phoenix and Catalina;

7.2. Support the Application process;

7.3. Notify Phoenix when Chandler desires enforcement of Phoenix's right to terminate the Operations Agreement if Catalina, without the prior approval of Chandler and in breach of the Operations Agreement, either seeks or obtains property tax reclassification under Arizona Revised Statutes § 42-12006(2) for real or personal property at the Zone Site; and

7.4. Take all action requested by Phoenix related to enforcement of the provisions referred to in **§ 7.3** above.

8. Phoenix's Obligations. Phoenix's responsibilities under this Agreement include the following:

8.1. Conduct operations in good faith with Catalina; and

8.2. Enter into an Operations Agreement with Catalina for operation of the Zone Site, which shall contain provisions that: (a) Catalina must be responsible for all costs related to the Zone Site that are incurred by Phoenix and Chandler, and (b) Phoenix may terminate the Operations Agreement if Phoenix is advised by Chandler that Catalina has sought or obtained a property tax classification under A.R.S. § 42-12006(A)(2) **("Reclassification Statute")**.

9. Indemnity. Each Party (as **"Indemnitor"**) agrees to indemnify, defend, and hold harmless the other Party (as **"Indemnitee")** from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as **"Claims"**) arising out of bodily injury of any person (including death) or

property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

10. Acknowledgements.

10.1. The Parties acknowledge that 15 C.F.R § 400.49 provides for monitoring and reviews of foreign-trade zone operations and activity. Section 400.49(c) provides that the Board or the Commerce Department's Assistant Secretary for Import Administration may restrict or prohibit zone activity that it finds is no longer in the public interest and the Board has authority under 14 C.F.R. § 400.61 to revoke a grant of authority to operate a zone for cause.

10.2. Chandler acknowledges that both Chandler and Catalina have determined that it would be detrimental to the public interest if Catalina were to seek and obtain property tax classification under the Reclassification Statute in breach of the Operations Agreement.

11. Notices. Any notice, demand, or other communication **("Notice")** given or to be given, by either Party to the other, shall be given in writing, by certified mail, and shall be addressed to the Parties at the addresses set forth below, or at such other address as the Parties may otherwise designate by given Notice. Any Notice shall be deemed received upon **actual receipt** or **three (3) business days** after deposit in the United States mail, whichever date is earlier.

11.1. To Phoenix

Community & Economic Development Director
City of Phoenix, Community & Economic Development Department
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003-1611

and

City Clerk
City of Phoenix, City Clerk Department
200 West Washington Street, 15th Floor
Phoenix, Arizona 85003-1611

11.2. To Chandler

City Manager
City of Chandler
P.O. Box 4008, Mail Stop 605
Chandler, Arizona 85244-4008

and

City Attorney
P.O. Box 4008, Mail Stop 602
Chandler, Arizona 85244-4008

III. General Provisions

12. Recitals and Captions: The Parties acknowledge that recitals set forth above are true and correct and are incorporated into this Agreement by reference. The captions in this Agreement are merely for reference, and not to construe or limit the text.

13. Governing Law and Jurisdiction. The laws of the State of Arizona will govern this Agreement, both as to interpretation and performance. Any citations to a statute in this Agreement refer to the version of that statute in effect when the Parties execute this Agreement. ARIZ. REV. STAT. §§ 12-133 and 12-1518 may require arbitration of a dispute. Otherwise, the dispute is subject to the jurisdiction of the Maricopa County Superior Court.

14. Compliance with Laws. The Parties will comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and executive orders, including those governing equal employment opportunity, immigration, nondiscrimination, and the Americans with Disabilities Act.

15. Mutual Benefits. In making the promises contained in this Agreement, the Parties agree that certain benefits and advantages will accrue for each Party by performance of this Agreement, so they enter this Agreement in reliance on the mutual benefits afforded each Party.

16. No Adverse Inference. This Agreement shall not be construed more strongly against one Party or the other. The Parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one Party than the other shall be used in interpreting this Agreement.

17. Successors and Assigns. The Parties bind themselves and their successors, assigns, and legal representatives to this Agreement's covenants. A Party may not assign or otherwise transfer its interest in this Agreement without the other Party's written consent and formal amendment to this Agreement signed by the Parties. Any attempt to assign otherwise is void.

18. No Agency Created. Nothing in this Agreement: **(a)** creates any partnership, joint venture, or agency relationship between the Parties; or **(b)** gives any right or cause of action for the benefit of any person, firm, organization, or corporation that is not a Party here.

19. No Third-Party Beneficiaries or Agency. Nothing in this Agreement gives any rights or benefits to anyone but the Parties. All duties and responsibilities undertaken under this Agreement are for the exclusive benefit of the Parties—and not any other party. This Agreement does not create a contractual relationship with any third party or otherwise establish any third-party beneficiaries. No third party may enforce the terms and conditions of this Agreement.

20. Conflict of Interests. The Parties acknowledge that this Agreement is subject to cancellation within three years under ARIZ. REV. STAT. § 38-511 in the event of a conflict of interest for a Party's official/employee. No official/employee of the Parties may: have any direct or indirect interest in this Agreement; or participate in any decision relating to the Agreement that is prohibited by law.

21. No Payment of Consideration for Agreement. The Parties warrant that they have not paid or given—and will not pay or give—any third person any money or other consideration for obtaining this Agreement.

22. Entire Agreement. This Agreement expresses the full agreement and understanding of the Parties, superseding all prior written or oral communications.

23. Modification. This Agreement's terms may *not* be modified, supplemented, amended, or otherwise changed except by formal amendment signed by the Parties. There will be no oral modification of this Agreement.

24. Severability. If any provision or application of this Agreement is invalid or illegal, then the Agreement's remainder endures unaffected and enforceable to the fullest extent permitted by law—so long as the severability does not defeat this Agreement's fundamental purposes.

25. Counterparts. The Parties may sign this Agreement in counterparts, and each counterpart will be effective and enforceable as though it were the original agreement.

26. Default. A Party shall be deemed in default under this Agreement upon failure of such Party to observe or perform any material covenant, condition, or agreement on its part to be observed or performed under this Agreement, and the continuance of such failure for a period of **30 days** after Notice is given by the other Party. Such Notice shall specify the failure and request it be remedied within **30 days**, unless the Party giving Notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the Notice cannot be corrected within the applicable period, it will not give rise to a default under this Agreement if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected.

27. Default Rights/Remedies. In the event of default under this Agreement, the non-defaulting Party will have all rights and remedies available to it at law or in equity. The exercise by any Party of one or more such rights or remedies will not preclude that Party from exercising—at a different time—any other rights or remedies for the same default or

any other default by the defaulting Party.

28. Nonliability of Officials and Employees. In the event of any default or breach by any Party, no official or employee of that Party will be personally liable for any payments or other obligations due under this Agreement.

29. No Waiver. A Party may not construe the failure or delay of the other Party to enforce—or require performance of—any of this Agreement's provisions to be a waiver of that provision. Such failure or delay will not affect the validity of any part of this Agreement or the rights of the Parties to enforce every provision.

30. Additional Documents/Actions. The Parties agree to execute and deliver all documents and take all actions reasonably necessary to implement and enforce this Agreement.

31. Force Majeure. The Parties will *not* be responsible or otherwise liable, or deemed in breach of this Agreement, for any delay in the performance of this Agreement's obligations to the extent caused by circumstances beyond its control, without the fault or negligence, that could *not* have been prevented by their exercise of due diligence (such as fires, natural disasters, riots, wars, and unavoidable or unforeseeable site conditions).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

CITY OF CHANDLER

Kevin Hartke
Mayor
Director

ATTEST:

Chandler City Clerk

APPROVED AS TO FORM:

Attorney for Chandler

CITY OF PHOENIX

Jeffrey Barton, City Manager

Christine Mackay
Community & Economic Development

ATTEST:

Phoenix City Clerk

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

Micah Ray Alexaner
Assistant Chief Counsel

ATTORNEY DETERMINATION

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

Attorney for Chandler

Micah Ray Alexaner
Assistant Chief Counsel

Exhibit A

[INSERT CHANDLER RESOLUTION]

Exhibit B

[INSERT PHOENIX RESOLUTION]

Exhibit C

[INSERT SITE MAP]

CHANDLER arizona
Community of Innovation

City Council Memorandum Human Resources Memo No.

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
From: Rae Lynn Nielsen, Human Resources Director
Subject: Resolution No. 5893 Personnel Rule 12 Amendment, Section 1, Period of Probation and Section 4, Reporting

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5893 Amending Personnel Rule 12, Section 1, Period of Probation and Section 4, Reporting.

Background:

This amendment will extend the promotional probationary period for all newly promoted sergeants, lieutenants, and commanders in the Chandler Police Department from six months to twelve months.

Supervisory positions in law enforcement come with a steep learning curve. Newly promoted supervisors must quickly adapt to managing teams, understanding organizational culture, resolving police-community conflicts, and addressing leadership challenges. The current six-month probationary period does not provide sufficient exposure to a broad range of situational leadership challenges, such as making tactical decisions during calls or addressing personnel issues related to physical, emotional, and mental well-being. A longer probationary period ensures that supervisors gain firsthand experience with the complex responsibilities of their roles before their appointments are finalized.

A 12-month probationary period provides several key benefits:

- Broader Exposure to Leadership Challenges: Supervisors must navigate unpredictable, high-stakes situations that require sound judgment and experience. Extending probation ensures they encounter a wider variety of

real-world scenarios, including major investigations, critical incidents, and complex personnel matters, strengthening their leadership under pressure.

- Enhanced Performance Evaluation & Risk Management: Effective supervision is critical to maintaining operational stability and public trust. A longer evaluation period allows the department to assess leadership capabilities across varied team dynamics, workload cycles, and organizational changes, ensuring only the most capable supervisors advance permanently. This also reduces risks associated with unprepared leadership, such as personnel disputes, disciplinary issues, and operational inefficiencies.
- Consistency with Established Probationary Standards: Entry-level public safety employees — including police officers, dispatchers, forensic personnel, and detention officer trainees — are already required to complete a 12-month probationary period. Since leadership roles involve greater responsibility and decision-making, extending the promotional probation period ensures consistency with existing public safety requirements and reinforces the department's commitment to leadership readiness.
- Consistency with Industry Practice: A survey of 30 cities and towns in Arizona found that 13 jurisdictions already use a 12-month promotional probationary period, while 13 use six months and four have no requirement.

Individuals promoted prior to the effective date of this policy who have not yet completed their probationary period will be grandfathered under the previous six-month requirement unless their probation is extended due to performance-related concerns.

Extending the promotional probationary period reinforces the department's commitment to leadership readiness, organizational effectiveness, and public safety. It ensures that newly promoted supervisors are well-prepared to meet the demands of their roles, benefiting both the individuals and the department as a whole.

Attachments

Resolution 5893 with Exh. A

RESOLUTION NO. 5893

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING CITY OF CHANDLER PERSONNEL RULE 12, PROBATION, SECTION 1, PERIOD OF PROBATION, AND SECTION 4, REPORTING

WHEREAS, the Human Resources Director is charged with preparing Personnel Rules for the administration of the City's merit system, including any necessary amendments thereof; and

WHEREAS, the Human Resources Director proposes the amendment of Personnel Rule 12 to change the probationary period of all newly promoted Police Sergeant, Lieutenant and Commander ranks within the Chandler Police Department to one-year, and to update the form of reports; and

WHEREAS, the proposed amendment has been reviewed by the City Manager and referred for action.

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

Section 1. The amendment of Personnel Rule 12 attached hereto as Exhibit A is approved and adopted.

Section 2. All other Personnel Rules not amended hereby shall remain unchanged.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 10th day of April 2025.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5893 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 10th day of April 2025, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY RBL

Resolution 5893
Exhibit A

Rule 12 - PROBATION

Section 1. Period of Probation

A. Every employee in the classified service shall satisfactorily serve a period of probation in order to achieve regular status in that class. Service as a temporary employee cannot be credited toward the probationary period. Any time spent while on temporary detail shall be credited to the probationary period if the employee is promoted to the position immediately after the end of the detail assignment.

B. The initial probation shall consist of six (6) months of work for all classes except that for initial entry-level public safety employees, public safety dispatch and communication employees, public safety crime scene and forensic employees and detention officer trainees, the length of time shall be one year. The promotional probation shall consist of six (6) months for all classes, except for all newly promoted Police Sergeant, Lieutenant, and Commander positions within the Chandler Police Department, for which the length of the promotional probation will be one year.

C. The probation period may be extended one or more times by the Department Director in coordination with the Human Resources Director, but the extended probationary period shall not exceed in total the length of the initial probationary period unless the employee agrees to further extensions.

D. Employees who have resigned and who return to City employment within two years of their resignation may use vacation leave as it is accrued if the employee is not required to serve an initial probationary period.

E. Time taken on sick leave or while drawing compensation under Worker's Compensation shall be credited toward the probationary period if such time does not exceed 30 calendar days. Such time in excess of 30 calendar days shall not be credited toward the probationary period and the employee's probation shall be extended the length of time equal to the time taken.

Section 2. Action Following Successful Probation

Two weeks prior to the end of the probationary period, if a Department Director decides to award a probationary employee regular status the Department Director shall submit a performance appraisal to the Human Resources Director on a form provided by the Human Resources Director. However, an employee does not achieve regular status until the Department Director submits paperwork awarding regular status. If the Department does not submit paperwork within 60 days after the end of the probationary period to either award regular status, extend probation, or to separate the employee, then the employee shall automatically receive regular status.

Section 3. Probationary Release and Unsuccessful Completion of Promotional Probation

A. During the initial probationary period, an employee may be dismissed, suspended, or demoted by the Department Director without the right to appeal. Dismissal during the initial probationary period shall be defined as a probationary release and shall not be considered a dismissal for cause.

B. Unlike a probationary release, an employee dismissed or suspended without pay while on promotional probation shall have a right to appeal as provided by these rules. An employee who does not successfully complete promotional probation may be demoted to the class held prior to promotion without right to appeal. In such case, the employee will be demoted at the same rate of pay held prior to promotion and shall be returned to the former date of classification. If a vacancy does not exist, the layoff rule shall apply.

Section 4. Reports

All actions affecting the status of a probationary employee shall be reported to the Human Resources Office by the Department Director electronically ~~on a form provided by the Human Resources Office~~.

Revised December, 2012 - Resolution No. 4661
Revised May, 2015 - Resolution No. 4847
Revised June, 2022 - Resolution No. 5594
Revised April, 2025 - Resolution No. 5893

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. MS 25-091

Date:	April 10, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Kristi Smith, Financial Services Director
From:	Julie Goucher, Accounting Senior Manager
Subject:	Agreement No. 4596, Amendment No. 2, Audit Services

Proposed Motion:

Move that City Council approve Agreement No. 4596, Amendment No. 2, with Heinfeld, Meech & Co., for audit services, in an amount not to exceed $144,250, for the period of one year, beginning June 1, 2025, through May 31, 2026.

Background/Discussion:

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. The scope of services comprises audit work for the city including financials, supplemental schedules, Uniform Expenditure Limitation Compliance Report, Government Finance Officers Assocation (GFOA) Achievement of Excellence in Financial Reporting program checklist review and internal controls, Chandler Health Care Benefits Trust, Chandler Workers' Compensation and Employer Liability Trust, Chandler Cultural Foundation (CCF), Arizona Department of Environmental Quality (ADEQ), Landfill Assurance Report, Financial Data Schedule (SF SAC) to Housing and Urban Development's (HUD) Real Estate Assessment Center (REAC), Impact Fee audit performed every other year, and Purchasing Card Review performed every other year. The Impact Fee audit is not included in this request since it will be performed through FY 2025-26 and paid in FY 2026-27. The next Purchasing Card Review is included in this request since it is scheduled to be performed through FY 2024-25 and paid in FY 2025-26.

Evaluation:

On April 27, 2023, City Council approved an agreement with Heinfeld, Meech & Co., for audit services, for a one-year period, with the option of up to four one-year extensions. This is the second extension of the agreement.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2025-26 budget. City audit services in the amount of $144,250 will be paid from various funds (identified below).

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1230.5212.0.0.0	General Fund	N/A	$86,600	N
219.4700.5212.3BG026	Comm. Dev Block Grant Fund	CDBG	$5,955	N
224.4650.5212.0.0.0	PHA Family Sites Fund	N/A	$4,367	N
227.4650.5212.0.0.0	PHA Elderly/Scattered Sites Fund	N/A	$3,573	N
233.4650.5212.0.0.0	PHA Section 8 Vouchers Fund	N/A	$5,955	N
625.3700.5219.0.0.0	Solid Waste Operating Fund	N/A	$2,400	N
736.1230.5212.0.0.0	Worker's Comp & Emp Liab Trust Fund	N/A	$7,950	N
741.1230.5212.0.0.0	Health Care Benefits Trust Fund	N/A	$9,550	N
Paid by CCF	Chandler Cultural Foundation	N/A	$17,900	N

Attachments

Amendment 2

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City Clerk Document No. _____

City Council Meeting Date: April 10, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
AUDIT SERVICES
CITY OF CHANDLER AGREEMENT NO. 4596

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Heinfeld, Meech & Co., P.C. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for audit services (Agreement); and

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

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

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for a one-year period June 1, 2025, through May 31, 2026.

3. The parties agree to the Scope of Services set forth in in Revised Exhibit A, attached hereto and made a part of this Amendment No. 2.

4. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B, attached hereto and made a part of this Amendment No. 2. Total

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payments made to the Contractor during the term of this Amendment No. 2 will not exceed $144,250.

5. 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: _____

Its: Partner - Administration

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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REVISED EXHIBIT A
SCOPE OF SERVICES

General Requirements

The audits must be performed in accordance with auditing standards generally accepted in the United States, as set forth by the American Institute of Certified Public Accountants (AICPA), the standards set forth for financial audits in the General Accounting Office (GAO) Government Accounting Standards (as revised in 1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as well as the following additional requirements:

- The State of Arizona Uniform Expenditure Reporting System requirements
- The State of Arizona Department of Environmental Quality Local Government Financial Test
- The U.S. Department of Housing and Urban Development (HUD) Financial Data Schedule (FDS) per Chapter 2 of the Statement on Standards for Attestation Engagements (SSAE) No. 10 for the AICPA.

In addition, the Contractor may conduct, at the request of the City, other special audits or consulting services for selected departments or programs.

Specific Requirements

The City requires the Contractor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States.

The Contractor is not required to audit the combining and individual non-major fund financial statements and supporting schedules. However, the Contractor will provide an "in-relation-to" report on the combining and individual non-major fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The Contractor will be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by auditing standards generally accepted in the United States.

The Contractor is not required to audit the schedule of expenditures of federal awards. However, the Contractor will provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

Reports

Following the completion of the audit of the year's financial statements, the Contractor will issue:

- A report on the fair presentation of the City's financial statements in conformity with accounting principles generally accepted in the United States, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards "in-relation-to" to the audited financial statements.
- A report on the fair presentation of the financial statements of the Chandler Cultural Foundation in conformity with accounting principles generally accepted in the United States.
- A report on compliance and on internal control over financial reporting based on an audit of

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financial statements generally accepted government auditing standards.
- A report on compliance and internal control over compliance applicable to each major federal program.
- A report on compliance with the Uniform Expenditure Limitation reporting system requirements, ARS 41-1279.07.
- A report on compliance with the Arizona Department of Environmental Quality Local Government Financial Tet, 40 CFR 258.74.
- Electronic submission of the Financial Data Schedule (SF SAC) to HUD's Real Estate Assessment Center (REAC).
- A report on the fair presentation of the financial statements of the Chandler Health Care Benefit Trust Fund of the City in conformity with accounting principles generally accepted in the U.S.
- A report on the fair presentation of the financial statements of the Chandler Worker's Compensation and Employer Liability Trust Fund of the City in conformity with accounting principles generally accepted in the United States.
- A bi-annual report on the Purchasing Card program beginning with fiscal year ending June 30, 2023.
- A bi-annual report on applying agreed-upon procedures related to the certification of land use assumptions, infrastructure improvement plan and development impact fees.
- Assist in presentation of audit results to City Council per requirements of ARS § 41-1494.

In the required reports on compliance and internal controls, the Contractor will communicate any significant deficiencies found during the audit. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles. Material weaknesses will also be identified as such in the report. Other matters discovered by the Contractor will be reported in a separate letter to management, which will be referred to in the report(s) on compliance and internal controls.

Irregularities and Illegal Acts. Contractor will be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which it becomes aware to the City's Deputy City Manager/CFO.

Contractor will ensure that the City is informed of each of the following:
- The Contractor's responsibility under auditing standards generally accepted in the United States
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

Special Considerations
- The City will send its Annual Comprehensive Financial Report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for

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Excellence in Financial Reporting program (Certificate Program). The Contractor will be required to review the financial statements against the Certificate Program checklist to ensure compliance with the requirements of that program.

- The City typically prepares one or more official statements each year in connection with the sale of debt securities, which contains the basic financial statements and the auditor's report thereon. Currently, the City does not require its Contractor to issue a "consent and citation of expertise" as the auditor and/or any necessary "comfort letters." However, the Contractor will be required, if requested by the City's financial advisor and/or underwriter, to issue such letters, as needed.
- The City has determined that the U.S. Department of Housing and Urban Development will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- The schedule of expenditures of federal awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the Annual Comprehensive Financial Report but are to be issued separately.

Working Paper Retention and Access to Working Papers

- All working papers and reports must be retained, at the Contractor's expense, for a minimum of five (5) years, unless the Contractor is notified in writing by the City of the need to extend the retention period. The Contractor will be required to make working papers available, upon request, to the following parties or their designees: City, U.S. Department of Housing and Urban Development, United States General Accounting Office (GAO), parties designated by the federal or state governments or by the City as part of an audit quality review process, and auditors of entities of which the City is a sub-recipient of grant funds.
- In addition, the Contractor will respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Components for Fiscal Year and Calendar Year Audits will include, but not be limited to the following, and will be scheduled with mutually agreed upon dates:

- Entrance conference with Accounting Senior Manager, Financial Services Assistant Director, Deputy City Manager/CFO and key personnel.
  Note: The purpose of this meeting will be to discuss the interim work to be performed. This meeting will also be used to establish overall liaison for the audit, to make arrangements for workspace and any other needs of the Contractor.
- Detailed Audit Plan
  Note: The Contractor will provide the City with both a detailed plan and a list of all schedules to be prepared by the City. Future years meeting dates, as applicable, will be determined mutually by the City and the Contractor.
- Commencement of year-end-audit field work
- Completion of audit field work
- Draft Financial Statements
  Note: The City will provide the Contractor with a draft of the Annual Comprehensive Financial Report for review.
- Exit interview with Accounting Senior Manager, Financial Services Assistant Director and Deputy City

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Manager/CFO

Note: The purpose of the meeting will be to summarize the results of the field work, review significant findings and review the draft financial report.

- Signed Auditors Opinion delivered to the City

Assistance to be provided to the Contractor and Report Preparation

- Accounting Division and Clerical Assistance - the Accounting Division staff and responsible management personnel will be available during the audit to assist the Contractor by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City.
- Electronic Data Processing (EDP) Assistance - the City's Information Technology Division personnel will be available to provide systems documentation and explanations.
- Statements and Schedules to be prepared by the City Staff - City staff will prepare the trial balances and all required statements and schedules for the Contractor in accordance with the above list of reports.
- Work Area, Telephones, and Photocopying/fax services - the City will provide the Contractor with reasonable workspace, desks and chairs, access to a telephone line, and photocopying/fax facilities.
- Report Preparation - City staff will prepare, print and bind the Annual Comprehensive Financial Report, the ADEQ report and the Uniform Expenditure Reporting System report. The Contractor will prepare, print, and bind the single audit report, Chandler Health Care Benefit Trust report, Chandler Worker's Compensation and Employer Liability Trust report, and Chandler Cultural Foundation report.

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REVISED EXHIBIT B
COMPENSATION AND FEES

Fees are inclusive of all services included in the Scope of Services.

DESCRIPTION	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27
Annual Comprehensive Financial Report	$76,500	$78,800	$81,150	$83,600	$86,100
Chandler Cultural Foundation Report	$16,850	$17,350	$17,900	$18,400	$18,950
Chandler Museum Foundation Report	$11,000	$11,350	N/A	N/A	N/A
Single Audit Reports (Uniform Guidance)	$18,750	$19,300	$19,850	$20,450	$21,100
Annual Expenditure Limitation Report	$1,500	$1,550	$1,600	$1,650	$1,700
ADEQ Landfill Assurance Report	$2,250	$2,325	$2,400	$2,475	$2,550
Chandler Worker's Compensation and Employer Liability Trust Fund Report	$7,500	$7,725	$7,950	$8,200	$8,450
Chandler Purchase Card Review Report	$3,650	N/A	$3,850	N/A	$4,050
Development Impact Fees Report	N/A	$14,500	N/A	$15,000	N/A
TOTAL	**$138,000**	**$152,900**	**$134,700**	**$149,775**	**$142,900**

DESCRIPTION	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Chandler Health Care Benefits Trust Fund Report	$9,000	$9,275	$9,550	$9,825	$10,125

Professional Hourly Fees for Additional Services

Personnel	Hourly Rate
Partners	$297.05
Managers	$233.40
Supervisory Staff	$175.05
Staff	$127.31
Other (Specify) – Administrative	$79.57

The above hourly rates will be used for the first contract year. These hourly rates will be increased by 3% annually for any additional work completed in subsequent contract years.

ITEM 14

City Council Memorandum Management Services Memo No. 25-087

Date: April 10, 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: License Series 10, Beer and Wine Store Liquor License Application for Stephen Chung Sze, Agent, Lee Lee Oriental Supermart, LLC, DBA Lee Lee Oriental Supermart

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 330160, a Series 10, Beer and Wine Store Liquor License, for Stephen Chung Sze, Agent, Lee Lee Oriental Supermart, LLC, DBA Lee Lee Oriental Supermart, located at 2025 N. Dobson Road, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 309134.

Discussion:

This application for a liquor license was posted for hearing on April 10, 2025.

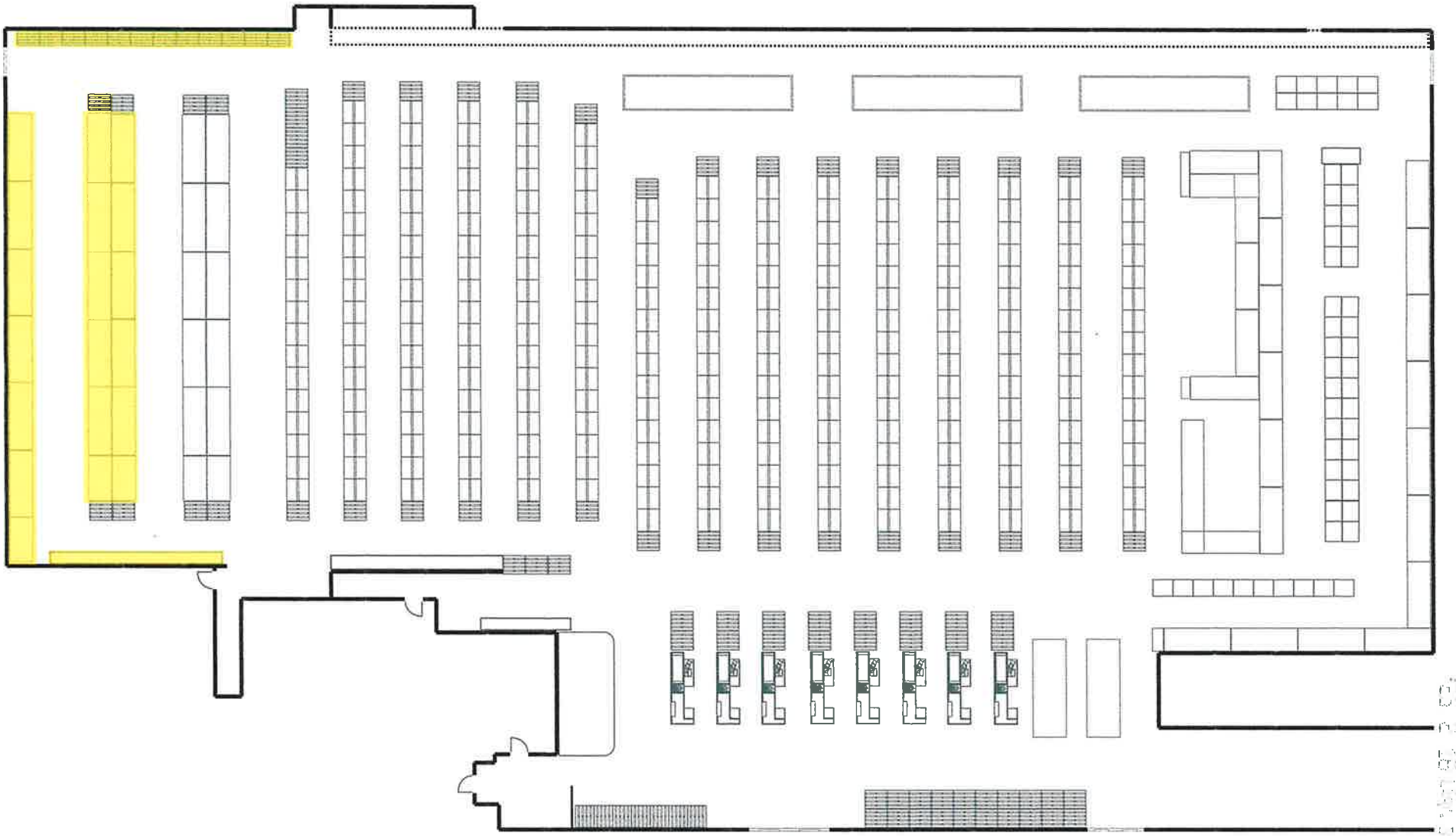
The Police Department reports no objections to the issuance of this license. With a Series 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

Attachments

A-Floor Plan

52224 Sq. ft.

Liquor Storage



CHANDLER

Entrance & Exit

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City Council Memorandum **Neighborhood Resources** **Memo No.** NR25-013

Date: April 10, 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. 5887, authorizing a grant application for and acceptance of an Indian Gaming Revenue Sharing Grant from the Fort McDowell Yavapai Nation in the amount of $150,000 for the Housing Youth Program

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5887, authorizing the grant application for and the acceptance of an Indian Gaming Revenue Sharing Grant from the Fort McDowell Yavapai Nation in the amount of $150,000 for the Housing Youth Program.

Background:

The Fort McDowell Yavapai Nation grant program was established to give back to Arizona communities by sharing its prosperity with cities, towns, counties and non-profit organizations that serve the public, stimulate economic and community development, and promote education. Pursuant to Section 12(d) of the Arizona Tribal-State Gaming Compact as amended in 2021, tribes may donate 12 percent of their total annual contribution under Section 12(b) of the Compact to Arizona cities, towns, and counties for the provision of government services that benefit the public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development.

Discussion:

The City of Chandler is requesting $150,000 for the city's Housing Youth Program, which offers after-school and school-break activities to youth, ages 6-18, residing in housing supported by Chandler's Public Housing Authority. This proposal is requesting funding to provide resident youth services at the new 157-unit affordable housing project, Villas on McQueen, located at 77 N. McQueen Road.

The youth program is designed to engage the youth in constructive diversionary behaviors, enhance their education, encourage physical movement, promote creativity, foster a sense of community, and inspire positive social interaction. Each month, the Housing Youth Program hosts a series of family-oriented events designed to foster a sense of community, build relationships, and provide resources and support for youth and their families.

The after-school program proposal is to be facilitated by one (1) full-time Recreation Coordinator at Villas on McQueen and two (2) seasonal Recreation Leaders, who are projected to serve 200 unduplicated youth.

Financial Implications:

This grant application requests funding up to a maximum amount of $150,000 or any other lesser or greater amount awarded to support the City's Housing Youth Program.

Attachments

Resolution No. 5887

2025 Grant Application

RESOLUTION NO. 5887

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE GRANT APPLICATION FOR AND THE ACCEPTANCE OF AN INDIAN GAMING REVENUE SHARING GRANT FROM THE FT. MCDOWELL YAVAPAI NATION IN THE AMOUNT OF $150,000.

WHEREAS, under A.R.S. § 5-601.02, Indian tribes entering into a tribal-state gaming compact shall contribute monies to "… cities, towns and counties … for government services that benefit the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development"; and

WHEREAS, Indian tribes entering into a tribal-state gaming compact have various grant application procedures for evaluating which cities, towns, and counties, and which government services, will receive gaming revenue sharing contributions pursuant to A.R.S. § 5-601.02; and

WHEREAS, the Neighborhood Resources Department has requested authorization to submit an application and accept grant funds for such Indian gaming revenue sharing grant funding with the Fort McDowell Yavapai Nation in the amount of $150,000, or such other amount as is awarded; and

WHEREAS, the funding will support the city's Housing Youth Program which offers after-school and school-break activities to youth residing in housing supported by Chandler's Public Housing Authority; and

WHEREAS, the City Manager's Office has reviewed the application materials and believes that the funding request described in the application materials qualifies as being for government related services that benefit the general public and is consistent with the City's Administrative Regulation regarding such grant applications.

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

Section 1. Authorizes the grant application for and the acceptance of an Indian Gaming Revenue sharing grant from the Fort McDowell Yavapai Nation in the amount of $150,000, or such other amount as is awarded, for the purpose set forth in the resolution.

Section 1. Authorizes the City Manager, or his designee, to execute, on behalf of the City, appropriate certifications and other documents and take other actions as necessary or appropriate to carry out the intent of this Resolution.

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. 5887 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

Fort McDowell Yavapai Nation
2025 Arizona Benefits Fund Grant Application

Applicant Information:

City of Chandler
175 S. Arizona Avenue
Chandler, AZ 85225
Dawn Lang, Deputy City Manager, CFO
Dawn.lang@chandleraz.gov
480-782-2000

City of Chandler Housing and Redevelopment Division
Mail Stop 101, PO Box 4008
Chandler, AZ 85224-4008

Primary Contact:

Amy Jacobson, MRED
Housing and Redevelopment Senior Manager
Neighborhood Resources Department | Housing and Redevelopment Division
235 S. Arizona Ave.
Chandler, AZ 85225
amy.jacobson@chandleraz.gov
480-782-3207

Sponsor Information:

City of Chandler
Dawn Lang, Deputy City Manager, CFO
Dawn.Lang@chandleraz.gov
480-782-2000

Acknowledgement Signature:

Dawn Lang

Dawn Lang, Deputy City Manager-CFO
City of Chandler

Project Summary:

The City of Chandler is requesting $150,000 for the City's Housing Youth Program which offers after-school and school-break activities to the youth, ages 6-18, residing in housing supported by Chandler's Public Housing Authority. This proposal is requesting funding to provide resident youth services at our new 157-unit affordable housing project Villas on McQueen located at 77 N. McQueen in Chandler, AZ.

The youth program is designed to engage the youth in constructive diversionary behaviors, enhance their education, encourage physical movement, promote creativity, foster a sense of community, and inspire positive social interaction. Each month, the Housing Youth Program hosts a series of family-oriented events designed to foster a sense of community, build relationships, and provide resources and support for youth and their families. These events aim to create a welcoming environment where families can come together, learn and have fun, while promoting positive development for both youth and parents.

The after-school program proposal is to be facilitated by one (1) full-time Recreation Coordinator at Villas on McQueen and two (2) seasonal Recreation Leaders. The daily activities include homework time, indoor and outdoor recreation, arts and crafts and community events, and incentive programs such as the Site Buck Store.

Narrative:

During the summer the Intersession program has three components: Camp Cool in the morning for ages 6-12, Afternoon Adventures for ages 6-18, and Teen Time in the evening for ages 12-18. Programming in the summer includes a breakfast and lunch program; we plan on including that again this year in partnership with Chandler Unified School District. We plan to hire one (1) seasonal Recreational Leader II and one (1) seasonal Recreational Leader I for Summer Intersession. These two positions will allow us to adequately staff all 3 components of the program and meet the mandatory adult/child ratio at Chandler pools.

Goal:

The city's goal is to have the Housing Youth Program adequately staffed to serve 200 unduplicated low-income youth residents to participate in a positive and encouraging on-site program that emphasizes education, recreation, creativity, social skills, community

pride and positive self-esteem.

Objective: to offer a place where Housing youth will find caring adults who will:

- be consistent, positive and compassionate influences
- help them nurture positive and respectful friendships
- offer building blocks that may help them break the patterns of poverty such as low-academic achievement, social-behavior issues, and crime

Outcomes:

- participants will have better success in school
- participants will benefit from daily physical activity
- participants will have greater awareness and respect for themselves, their peers, and their community
- participants will develop skills within themselves to help them become self-sufficient and productive adults
- the after-school component will be operational at all family sites
- the Intersession component will be adequately staffed for all activities

The Villas on McQueen Housing Youth Program operates independently, and is enhanced by the cooperation of:

- The Chandler Boys and Girls Club: offers free membership and discounted sports fees to Program members
- Holy Trinity Lutheran Church: allows use of the Community Life Center and kitchen during Intersession programming for indoor, climate-controlled large group activities
- Gabrielle's Angels: Golden retriever reads with the kids once a week
- Chandler Hilton: organizes and hosts special events for the Program
- In addition to the city's funds, the Program receives small donations from the Scott Detherage Foundation and some caring individuals to help meet the program's needs not covered by the program's budget; for example, purchasing supplies for the incentive program: the "Site Buck Store."
- Because it is a city program, and not a non-profit, it does not qualify for most grants

  The Program welcomes volunteers but do not have a regular or consistent pool of them

Signatures – Page 4

See attached Resolution

Budget – Page 5

Budget Cost Components	Funds Request	Agency Funds and In-Kind Contributions	Total Project Costs for Program Year 12 Months
PERSONNEL			
Salaries and Wages	**107,340**	**0**	**107,340**
Fringe Benefits	**32,100**	**0**	**32,100**
TOTAL PERSONNEL	**139,440**	**0**	**139,440**
PROFESSIONAL SERVICES			
Consultants	**0**	**0**	**0**
Bookkeeper/Accountant	**0**	**1,000**	**1,000**
TOTAL SERVICES	**0**	**1,000**	**1,000**
OPERATIONAL COSTS			
Rent	**0**	**0**	**0**
Utilities	**0**	0	**0**
Insurance	**0**	**0**	**0**
Training	**0**	**0**	**0**
Travel / Mileage	**0**	**1,800**	**1,800**
Fingerprinting	**200**	**0**	**200**

Audit	**0**	**0**	**0**
Indirect Rate	**0**	**0**	**0**
TOTAL OPERATIONAL COSTS	**200**	**1,800**	**2,000**
COMMODITIES			
Project Supplies	**4,260**	**6,000**	**10,260**
Printing	**200**		**200**
Postage	**100**	**0**	**100**
Equipment	**6,000**	**1,500**	**7,500**
TOTAL PROGRAM COSTS	**10,560**	**7,500**	18,060

Budgeted costs clarification:

Resident Services Coordinator: 1 position includes wages and fringe benefits is $107,000 (salary: $74,900 + fringe benefits $32,100).

Recreation Leaders: 2 seasonal positions is $32,440 (no fringe benefits).

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City Council Memorandum Public Works & Utilities Memo No. CP25-100

Date: April 10, 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. WA2203.271, with GHD, Inc., for Water Main Replacement Post-Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA2203.271, to GHD, Inc., for Water Main Replacement Post-Design Services, in an amount not to exceed $257,584.

Background/Discussion:

The Water Distribution Division maintains over 36,000 valves and 1,242 miles of pipe in the potable water system. This project is a continuation of a Capital Improvement Program (CIP) to replace water mains that are susceptible to 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.

This project includes the replacement of approximately 12,600 linear feet of water mains, ranging in size from 6 inches to 12 inches in diameter, in two high-priority ranked areas in the central part of the city: Tyson Manor and Sunset Manor. The project scope of work consists of pre-construction assistance, meetings, public outreach, engineering design services during construction, permitting assistance, and preparation of the as-built record drawings. The agreement completion time is 365 calendar days following Notice to Proceed.

On May 25, 2023, City Council approved Resolution No. 5683, authorizing the

acquisition of real property rights required to complete this project. Some public water mains are being relocated from the alley to the front of the homes and will need to tie into the existing house water connection at the back of the home. New water services will be installed for each residential structure.

A related Construction Agreement with Achen-Gardner Construction, LLC, and a Construction Management Services Agreement with Dibble CM, LLC, are also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends approval of this agreement with 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
605.3820.6210.0.6WA023	Water Operating	Main & Valve Replacements	$257,584	Y

Attachments

Agreement - GHD, Inc.

Location Map

PROFESSIONAL SERVICES AGREEMENT
Post-Design Services

WATER MAIN REPLACEMENT 2022

Project No. WA2203.271

Council Date: April 10, 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 **Post-Design Services** for **WATER MAIN REPLACEMENT 2022** project as more fully described in Exhibit "A", which is attached to and made a part of this Agreement by this reference.

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

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **365 calendar days** after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$257,584** 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: **Melanie Sikes,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3395 Email: Melanie.Sikes@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

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"

03-13-2025

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"

POST DESIGN
SCOPE OF SERVICES
WATER MAIN REPLACEMENT 2022
WA2203.271

Project Description

This scope defines Post Design services for the first phase of the Water Main Replacement 2022 (WA2203.271) project, which is located within two residential areas of the City of Chandler. Services include pre-construction assistance and Engineering Services during Construction to address issues and/or specialized technical products regarding the **designer of record**; and preparation of as-built record drawings.

The entire Project consists of the replacement of existing water mains with new piping that ranges between 4 and 16 inches in diameter and new water services will be installed on the new mains within the following areas:

- **Tyson Manor:** Replace existing 4, 6, 8, and 12-inch water mains in an area bound by West Galveston Street, North Evergreen Street, West Flint Street, and North Alma School Road.
- **Sunset Manor:** Replace 6 and 8-inch water mains within an area bound by West Erie Street, North Hartford Street, West Chandler Boulevard and North Evergreen Street.

Construction work for the installation of the first phase is expected to last eight (8) months. GHD will attend all meetings discussed below and provide construction support services on behalf of the city. Dibble CM will be providing meeting minutes.

Project Tasks

1. PRE-CONSTRUCTION ASSISTANCE

Task 1.1 Preconstruction Assistance

i. Consultant will attend the pre-construction meeting.

2. ENGINEERING DESIGN SERVICES DURING CONSTRUCTION

Task 2.1 Attend Construction Meetings, as needed

i. Consultant will attend construction meetings, as needed. Consultant assumes attendance of a weekly construction meeting during which all three project areas will be discussed. The proposed fee includes up to thirty-six (36) weekly construction meetings across the duration of the project.

ii. It is assumed that half of these meetings will be virtual online meetings. The city's CM firm or its Contractor will prepare and distribute minutes for each meeting.

Task 2.2 Respond to Requests for Information (RFI's) and Service Pressure Verification, as needed

i. Consultant will review, evaluate, and respond to any contractor Requests for Information (RFI's) forwarded by the CM Firm for design review. If the Contractor must change the private service size and/or alignment in a backyard, Consultant can verify the new anticipated pressure at the house compared to the preconstruction pressure. Consultant assumes twenty (20)

RFI responses or pressure verifications. RFI responses and pressure verifications will be provided through emails.

Task 2.3 Issue Engineer's Supplemental Information (ESI's), as needed

i. Consultant will issue up to three (3) Engineer's Supplemental Information (ESI's) to the Contractor during construction. The ESI's will provide direction to the Contractor and address questions that are discussed in progress meetings, but not submitted in RFI's. ESI's will be provided through email.

Task 2.4 Respond to Shop Drawing Submittals, as needed

i. Consultant will review, evaluate, and respond to Contractor Product and Shop Drawing submittals forwarded by the CM Firm for design review. Consultant assumes fifty (50) reviews. Submittals and submittal reviews will be shared between the CM firm and the Consultant in a PDF format by email.

ii. Submittals will include, but are not limited, to the following:

- Aggregate Base Course (ABC)
- Asphalt Mix Designs
- Slurry Seal
- Crack Seal
- Controlled Low Strength Materials (CLSM)
- Pavement Mixes
- Pavement Markings
- Pipe and Fittings
- Line Stops
- Polywrap
- Couplings
- Bolt Kits, Gaskets, and Isolation Kits
- Water Service Tubing and Fittings
- Corp Stops
- Curb Stops
- Concrete Mix Design
- Valves
- Air Release/Combination Valves
- Valve Box and Cover
- Fire Hydrants
- Meter Boxes and Covers
- Pressure Testing and Disinfection Plans

Task 2.5 Public Outreach

i. The Consultant's subconsultant will provide public outreach services that will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the city; coordination meetings; project

meetings; public meeting coordination; and creation and printing of doorhangers.

ii. The Consultant will process subconsultant contacts, invoices, and insurance forms and coordinate with the subconsultant on these items throughout the project. The Consultant will also correspond via email and telephone with the subconsultant regarding public outreach for the project.

iii. GHD's effort on this task is limited to establishing a contract with the subconsultant and processing subconsultant invoices. The subconsultant's efforts are included in the Allowances.

iv. The duration of the public outreach subconsultant's efforts is expected to be eleven (11) months, which is longer than the Consultant's work, because they may start before construction starts.

Task 2.6 Project Closeout

i. Consultant will participate in a lessons learned meeting. It is assumed that the meeting will be a virtual online meeting.

Task 2.7 Project Management

i. 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.

Task 2.8 Site Visits

i. The Consultant will provide limited observations of the project's construction through field visits to the site to determine if the improvements are being installed in compliance with the contract documents, address requests for information (RFIs), and as requested by the Owner or the Owner's Construction Manager. The Consultant will provide up to six (6) site observations during construction. Complete field inspection or the daily presence of an inspector who approves or directs the Contractor's work is not provided under this scope. Field reports will not be prepared unless non-compliance is witnessed in which case it will be reported to the Owner and Owner's Construction Manager by e-mail.

ii. The six visits included in this Task may also be used for visiting homeowners at the City's request.

3. RECORD DRAWINGS

Task 3.1 Record Drawings

i. Transfer CM@Risk redline comments from the Contractor's working drawings to create record drawings. It is assumed that the Contractor will provide GIS/GPS points and redlines monthly. Consultant will incorporate Contractor as-builts, GIS/GPS points, and field measurements into AutoCAD monthly. At the end of the project, the Consultant will produce a final record plan set, sealed by a Registered Engineer in the State of Arizona.

ii. The Contractor will issue complete as-builts at the end of the project that are a combination of the working drawings and GIS/GPS shots that are shared with the Consultant monthly throughout the project's installation. The data and

redlines on the as-builts will match the month data shared. The as-builts will be prepared and sealed by a registered land surveyor, who will locate the new fittings, valves, and pipe deflections in the field throughout construction. When as-built conditions vary significantly from the original design, the Consultant will redraw the original CAD line work for the record drawings. The CAD line work for the object or improvements will not be redrawn to match the as-built dimension unless the waterline installation deviated greater than 18 inches (1.5') horizontally from its original alignment. Vertical deviations greater than 6 inches (0.5') at crossings or features such as valves or fittings will be redrawn.

iii. The Consultant will provide resident engineer stamp/certification on the record drawings cover sheet and verify all required signatures on the cover sheet.

iv. Provide and deliver record drawings in digital pdf format to the city as required for the submittal process to Development Services within 30 days of receiving complete final contractor as-builts. Since the linework as-builts, GIS/GPS points, and field measurements will be provided by the Contractor monthly, the Consultant will update the AutoCAD linework monthly.

v. The Contractor will submit the same monthly GPS/GIS and redline data to the city. The city GIS department will draw in the new linework and populate its GIS data.

Task 3.2 Approval of Construction (AOC)

i. Consultant must complete Approval of Construction (AOC) applications and submit to MCESD for approval. The disinfection of the proposed waterlines and their Pressure and BACT testing will be observed by the Owner's Construction Manager and provided to the Consultant.

4. PLAN EDITS AND PERMITTING

Task 4.1 Phased Plans

i. Consultant will edit the current right of way plan set to create two sets of plans. The first plan set will include all the proposed improvements east of Alma School Road and Alma School Road. The second plan set will include the proposed improvements in Arrowhead Meadows and to the west of Alma School Road.

Task 4.2 Plan Revisions Based on CMAR Field Investigation

i. Based on the CMAR's recent field investigations, the horizontal and vertical alignments of the proposed waterlines that pass through the intersection of Alma School Road and Erie Street will be revised to avoid an existing irrigation line. The Consultant will update sheets W22 and W30 to reflect that revision.

Task 4.3 Additional Utility Edits (Allowance)

i. If the CMAR's field investigations discover an additional utility conflict with the proposed waterline, the horizontal and vertical alignments of that waterline will be revised to avoid the existing utility. The Consultant will revise two plan and profile sheets to reflect this potential revision.

Task 4.4 New Approval to Construct through Maricopa County (Allowance)

i. If required, the Consultant will prepare and submit two new County applications for Approvals to Construct for the two new right of way plan sets.

It is assumed that new city permits and submittals will not be required. The County permitting effort will include the following:

- New applications and coordination with the city on signatures.
- New brief design reports
- Online submittals
- Address one round of County comments on each plan set
- Expedited review fees

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

1. The proposed post design services are limited to the first phase of the project. Services for the second phase will be performed under a separate contract.
2. Application fees for city reviews and permits will be paid by city.
3. The Owner's, Utility Conflict, and County Permitting Allowances will only be utilized with prior written approval from the city representative.
4. Background checks are required for all individuals working on this project.
5. Maintenance of Plant Operation (MOPO) plan preparation is excluded from this scope but the Consultant will review plans prepared by the contractor if requested by the Owner.
6. Stormwater Pollution Prevention Plan (SWPPP) or erosion control plans are excluded from this scope.
7. Utility potholing or designation during construction is excluded from this scope.
8. Geotechnical engineering services during construction are excluded from this scope.
9. Material testing and exploration is excluded from this scope.
10. Field as-built measurements is excluded from this scope.
11. Any other service not specifically identified in the scope of work is excluded from this scope.

EXHIBIT “B”
COMPENSATION AND FEES

EXHIBIT "B-1"
POST DESIGN
SCOPE OF SERVICES
FEE SCHEDULE (NOT TO EXCEED)
WATER MAIN REPLACEMENT 2022 (WA2203.271)

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 1,305.00
	SUBTOTAL TASK 1:	**$ 1,305.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings (36)	$ 31,320.00
2.2	Requests for Information or Pressure Verifications (20)	$ 22,250.00
2.3	Engineer's Supplemental Information (3)	$ 9,330.00
2.4	Submittal Reviews (50)	$ 30,515.00
2.5	Public Outreach (See subconsultants)	$ 4,550.00
2.6	Project Closeout	$ 1,305.00
2.7	Project Management	$ 5,750.00
2.8	Site Visits	$ 6,960.00
	SUBTOTAL TASK 2:	**$ 111,980.00**
3	**RECORD DRAWINGS**	
3.1	Record Drawings	$ 39,740.00
3.2	Approval of Construction (AOC)	$ 1,265.00
	SUBTOTAL TASK 3:	**$ 41,005.00**
4	**PLAN EDITS AND PERMITTING**	
4.1	Phased Plans	$ 34,260.00
4.2	Plans Revisions based on CMAR field Investigation - Alma School and Erie	$ 5,090.00
4.3	Additional Utility Edits (Allowance)	$ 5,090.00
4.4	New Approval to Construct (Allowance)	$ 11,490.00
	SUBTOTAL TASK 3:	**$ 55,930.00**
SUBCONSULTANTS		
MakPro		$ 21,700.00
	SUBTOTAL SUBCONSULTANTS:	**$ 21,700.00**
ALLOWANCES		
Direct Expense Allowance		$ 1,500.00
County Permit Fee Allowance		$ 4,800.00
Owner's Allowance (10% of GHD Effort)		$ 19,364.00
	SUBTOTAL ALLOWANCES:	**$ 25,664.00**
	PROJECT TOTAL:	**$ 257,584.00**

EXHIBIT "B-2"

Hours and Rates

		Engr. Manager	PM	Engr. Tech	Sr. Dgnr./ Surveyor	CAD Tech	Admin		
		Bill Roberts	James Fletcher	Jesse Vasquez, Damian De La Torre, Omar Ameziane, Michael Larson	Ryan Smith, Aaron Foscato	Steven Toft, Paulina Esquer, Odie Malko	Tammie Castillo		
		$ 245.00	$ 190.00	$ 160.00	$ 160.00	$ 150.00	$ 100.00		
TASK DESCRIPTION								**TOTAL HOURS PER TASK**	
Task 1.0 Pre-Construction Assistance		**3**	**3**	**0**	**0**	**0**	**0**		**6**
1.1	Pre-Construction Meeting	3	3					*6*	
Task 2.0 Engineering Design Services During Construction		**126**	**176**	**177**	**64**	**9**	**8**		**560**
2.1	Construction Meetings (18 virtual, 18 in person)	72	72					*144*	
2.2	RFI's or Pressure Verifications (20)	10	20	60	40			*130*	
2.3	ESI's (3)	6	6	18	24			*54*	
2.4	Submittal Reviews (50)	25	45	99				*169*	
2.5	Public Outreach (See allowances)	6	12				8	*26*	
2.6	Project Closeout	3	3					*6*	
2.7	Project Management	4	18			9		*31*	
2.8	Site Visits	16	16					*32*	
Task 3.0 Record Drawings		**12**	**32**	**0**	**192**	**0**	**0**		**236**
3.1	Record Drawings	12	32		192			*236*	
3.2	Approval of Construction (AOC)	1	2		4			*7*	
Task 4.0 Plan Edits and Permitting		**20**	**40**	**16**	**120**	**0**	**0**		**196**
4.1	Phased Plans	20	40	16	120			*196*	
4.2	Alma School and Erie	2	4		24			*30*	
4.3	Additional Utility Edits (Allowance)	2	4		24			*30*	
4.4	Approval to Construct (Allowance)	2	4	32	32			*70*	
Task 5.0 Allowances									
5.1	Owner's Allowances (See Exhibit B-1)								
5.2	Public Outreach (See attached sub proposal)								

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.

1. **Consultant and Subconsultant Worker Background Screening**. Consultant agrees that all contract workers and subconsultants (collectively "Contract Worker(s)") that Consultant furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Consultant's sole cost and expense. As part of the Background Screening, Consultant must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Consultant must comply with all applicable laws, rules, and regulations. Consultant further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of Consultant's services under this Agreement or Consultant's failure to comply with this

Section. Therefore, in addition to the specific measures set forth below, Consultant and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Consultant agrees that all Contract Workers, including the Consultant, if the Consultant is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Consultant warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Consultant must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.

3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Consultant Certification**. By executing this Agreement, Consultant certifies that Consultant has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Consultant further certifies that any Background Screening information to be furnished to City related to Consultant or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Consultant's Contracts and Subcontracts**. Consultant must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Consultant will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Consultant

must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Consultant or City for failure to satisfy this Section.

Continuing Duty, Audit. Consultant's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Consultant must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Consultant must maintain all records and documents related to all Background Screenings and City reserves the right to audit Consultant's compliance with this Section under the terms of this Agreement.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

August 30, 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 construction for Chandler's Tyson & Sunset Manor 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 relocating waterline from the alley behind the residences to the street in front of the residences, and construction is expected to begin in early 2025 and take approximately 11 months to complete. This scope of work is based on the information you provided, and our previous experience with you and Chandler during the design of this project. As part of this effort, MakPro proposes to:

- Develop an initial pre-construction notification to inform those impacted by the work of the upcoming construction and up to 1 more mailer, should that be needed, for a construction update to the neighborhood. (8 hrs + $2,000 print/post + $500 allowance for doorhanger printing)
- Maintain the existing project webpage on chandleraz.gov with current project information during construction. (8 hrs)
- Maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log (12 months @ $300/mo + 16 hrs)
- Provide regular e-updates to inform residents of the project schedule and impacts on a regular basis, and updating the web to correlate with this information. (24 hrs)
- Community contact to respond to or coordinate with the team on inquiries or address issues, as needed. (30 hrs)
- Attend weekly progress meetings (44 hrs)

The total cost for the public outreach services as identified above **should not exceed $21,700.00**. 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 previous notifications during design; 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, GHD, or the contractor for the project. MakPro Services is not responsible for project signage or traffic signage. MakPro is also not responsible for documenting existing property conditions, tracking or confirming residential property agreements, project signage, traffic signage, or direct door hanger notifications for residential service interruptions, such as water outages, or access/driveway restrictions as required for the contractor's work. An allowance has been provided to assist the contractor in notifications by providing door hangers for their distribution. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to continue our work with you and the City of Chandler ont 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,

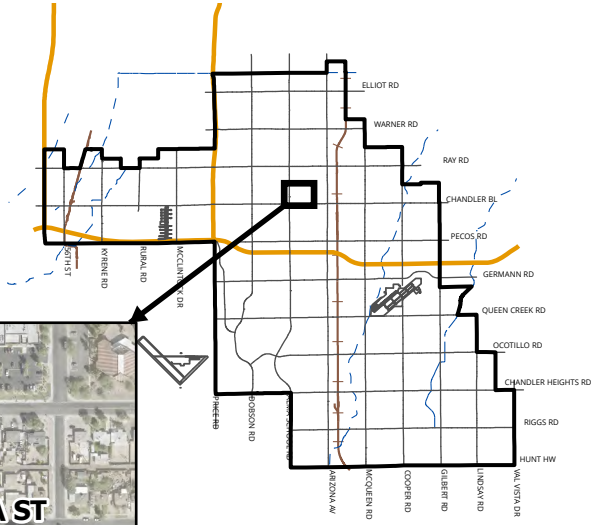
Teresa Makinen

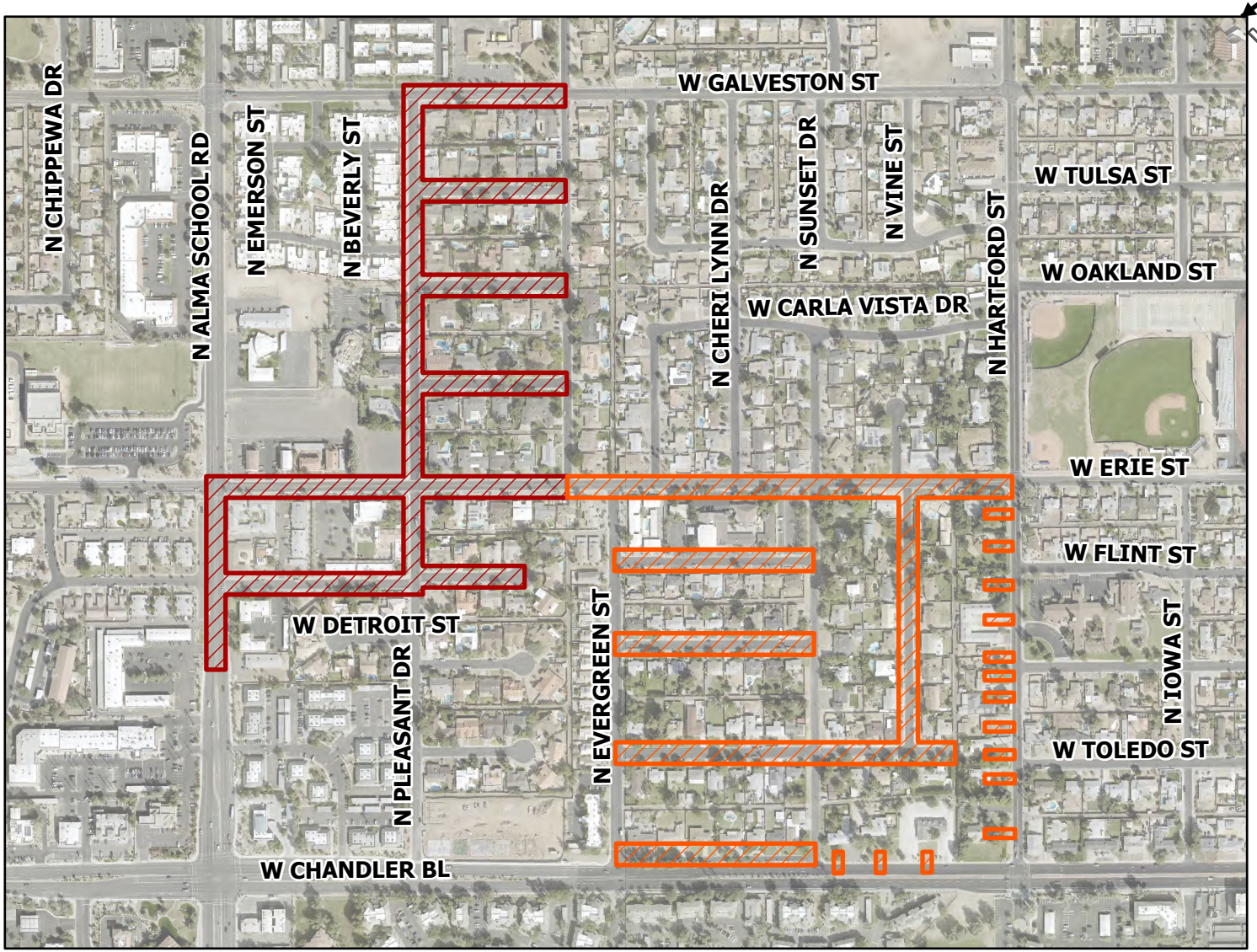
EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona

WATER MAIN REPLACEMENT 2022
PROJECT NO. WA2203.271





MEMO NO. CP25-100

TYSON MANOR WATER MAIN REPLACEMENT

SUNSET MANOR WATER MAIN REPLACEMENT

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-102

Date: April 10, 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. WA2203.451, Amendment No. 1, with Dibble CM, LLC, for Water Main Replacement Construction Management Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. WA2203.451, Amendment No. 1, to Dibble CM, LLC, for Water Main Replacement ConstructionManagement Services, increasing the agreement amount by $862,802.50.

Background/Discussion:

The Water Distribution Division maintains over 36,000 valves and 1,242 miles of pipe in the potable water system. This project is a continuation of a Capital Improvement Program (CIP) to replace water mains that are susceptible to 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.

This project includes the replacement of approximately 12,600 linear feet of water mains, ranging in size from 6 inches to 12 inches in diameter, in two high-priority ranked areas in the central part of the city: Tyson Manor and Sunset Manor.

On May 25, 2023, City Council approved Resolution No. 5683, authorizing the acquisition of real property rights required to complete this project. Some public water mains are being relocated from the alley to the front of the homes and will

need to tie into the existing house water connection at the back of the home. New water services will be installed for each residential structure.

The original construction management services agreement was executed on October 9, 2024, with Dibble CM, LLC, and included pre-construction services. This Amendment No.1 is for services during construction, including construction meetings, review of schedules and payment applications, requests for information, submittals, requests for proposals, field directives, inspection, and project closeout. The agreement completion time is increased by 365 calendar days, for a revised total of 730 calendar days.

A related Construction Agreement with Achen-Gardner Construction, LLC, and Post-Design Services Agreement with GHD, Inc., are also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends approval of this agreement with Dibble CM, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This amendment is in the amount of $862,802.50, for a revised total agreement amount not to exceed $939,177.50.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6210.0.6WA023	Water Operating	Main & Valve Replacements	$862,802.50	Y

Attachments

Agreement - Dibble

Location Map

AMENDMENT NO. 1 TO
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

WATER MAIN REPLACEMENT 2022

Project No. WA2203.451

Council Date: April 10, 2025

THIS AMENDMENT NO. 1 ("Amendment No. **1**") to the professional services agreement dated October 9, 2024, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Dibble CM, LLC**, an Arizona 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 **Construction Management Services** ("Services") for the **Water Main Replacement 2022** 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. **1** and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 1, 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 **365 calendar days** for a revised total of **730 calendar days**.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by **$862,802.50** 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 **$939,177.50**.

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. **1** 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. **1**.

"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

"CONSULTANT"
DIBBLE CM, LLC

KC Brandon 3/14/2025

Signature Date

KC Brandon

Print Name

President

Title

kcbrandon@dibblecm.com

Signer Email Address

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Jeff Auker	**Date:** 2/25/2025	
Consultant email: kcbrandon@dibblecm.com		
Original Agreement amount:	**$76,375**	
Previous Amendment(s) total:	**$0**	
Last Agreement amount approved by Council:	**$0**	
This Amendment:	**$ 862,802.50**	
This Amendment + previous Amendment(s) not approved by Council total:	**$ 862,802.50**	
Revised Agreement total:	**$939,177.50**	
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		
Notice to Proceed (NTP) date for Original Agreement:	**10/23/2024**	
Agreement time prior to this Amendment (including previous amendments):	365 Calendar Days	
Net change resulting from this Amendment:	**365** Calendar Days	
Revised Agreement time (including this Amendment):	730 Calendar Days	
Council Approval (if applicable)		
Council Approval Date: **4/10/2025**		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK

DIBBLECM

EXHIBIT "A" Amendment 1

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
WA2203.451
CITY OF CHANDLER WATERMAIN REPLACEMENT

PROJECT TASKS

3. CONSTRUCTION MANAGEMENT

A. Task 3.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes (36) thirty six weekly meetings will be held.

B. Task 3.2 CPM Schedule

i. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes (8) eight reviews of updated CPM schedule.

C. Task 3.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a (15) fifteen RFI responses.

D. Task 3.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes (20) twenty reviews.

E. Task 3.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivatons) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes (7) seven RFPs.

F. Task 3.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes (7) seven FD's.

G. Task 3.7 Contractor Payment Applications

i. i.Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes (8) eight payment applications, with (2) two reviews each.

H. Task 3.8 Field Coordination

i. Consultant to assist in coordinating the installation of waterlines to residents' properties.

ii. Maintain communication and act as a liaison with contractor, residents, public outreach firm, and city.

4. CONSTRUCTION INSPECTION

a. Task 4.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 2 inspectors full time 40 hrs. per week for (9) nine months. Consultant assumes 380 hrs. of overtime for project duration.

b. Task 4.2 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.

iv. Consultant must participate in a meeting with City staff and Designer to review request for information log to discuss lessons learned during the course of construction.

5. MATERIALS TESTING

a. Task 5.1 Quality Assurance (QA) Test Program

i. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

6. RECORD DRAWINGS

a. Task 6.1 Record Drawings

i. Review and monitor Contractor's weekly updates on red-line drawing set.

DIBBLECM

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.

EXHIBIT B
FEE SCHEDULE

DIBBLECM

EXHIBIT "B" Amendment 1
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

WA2205.451

CITY OF CHANDLER WATERMAIN REPLACEMENT

(NOT TO EXCEED FEE)

Task	Description	Cost
3	**CONSTRUCTION MANAGEMENT**	
3.1	Weekly Construction Meetings	$ 94,080.00
3.2	CPM Schedule	$ 9,600.00
3.3	Requests for Information (RFI's)	$ 23,895.00
3.4	Shop Drawing Submittals	$ 24,040.00
3.5	Requests for Proposal (RFP)	$ 16,535.00
3.6	Field Directives (FD's)	$ 20,440.00
3.7	Contractor Payment Applications	$ 17,040.00
3.8	Field Coordination for Private Property Waterline Installations	$ 28,095.00
	SUBTOTAL TASK 2:	**$ 233,725.00**
4	**CONSTRUCTION INSPECTION**	
4.1	Inspection Services	$ 528,327.50
4.2	Project Closeout	$ 41,800.00
	SUBTOTAL TASK 3:	**$ 570,127.50**
5	**MATERIALS TESTING**	
5.1	QA Test Program (See below under subconsultant)	$ -
	SUBTOTAL TASK 4:	**$ -**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$ 13,950.00
	SUBTOTAL TASK 5:	**$ 13,950.00**
SUBCONSULTANTS		
J2 Landscape Arcitecht (Allowance)		$ 7,500.00
ACS (QA Test Program) (Allowance)		$ 7,500.00
		$ -
		$ -
	SUBTOTAL SUBCONSULTANTS:	**$ 15,000.00**

ALLOWANCES	
Direct Expense Allowance	$ -
Owner's Allowance	$ 30,000.00
SUBTOTAL ALLOWANCES:	**$ 30,000.00**
PROJECT TOTAL:	**$ 862,802.50**

DIBBLECM

Exhibit C Phase 1

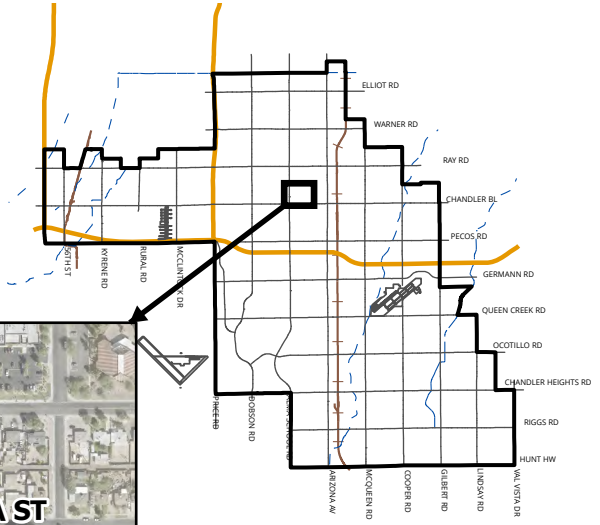
Dibble CM Staff Hours and Fee By Task											
	Billing Rate	$ 240.00	$ 185.00	$ 170.00	$ 152.00	$ 228.00	$ 141.50	$ 212.25	$ 110.00		
	Task	**Sr. Resident Engineer**	**Construction Manager**	**Project Engineer**	**Senior Construction Inspector**	**Senior Construction Inspector Overtime**	**Construction Inspector**	**Construction Inspector Overtime**	**Administrative Assistant**	**Total Task Hours**	**Total Task Fee**
	Construction Management										
	Weekly meetings	160	98	195					40	493	$ 94,080.00
	CPM schedule reviews	18	12	18						48	$ 9,600.00
	Pay Apps	18	12	54					12	96	$ 17,040.00
	Request for Information reviews	40	15	60					12	127	$ 23,895.00
	Shop drawings/submittals reviews	50	12	50					12	124	$ 24,040.00
	Request for Proposals (RFP)	24	7	48					12	91	$ 16,535.00
	Field Coordination	35	35	70					12	152	$ 28,095.00
	Field Directives (FD)	35	12	50					12	109	$ 20,440.00
	Inspection Services										
	Construction Inspections				1525	230	1500	150		3,405	$ 528,327.50
											$ -
											$ -
	Close Out										
	Pre-Final Inspection and Punch List	30	10	30						70	$ 14,150.00
	Final Inspection	15	10	15						40	$ 8,000.00
	Record drawings/review contractor final redline drawings	25	20	25						70	$ 13,950.00
	Closeout Documents	25	10	50					30	115	$ 19,650.00
	Sub-Contractors										
	ACS Allowance										$ 7,500.00
	J2 Allowance										$ 7,500.00
											$ -
											$ -
											$ -
	Total Hours	**475**	**253**	**665**	**1525**	**230**	**1500**	**150**	**142**	**4,940**	
	Total Fee	**$ 114,000.00**	**$ 46,805.00**	**$ 113,050.00**	**$ 231,800.00**	**$ 52,440.00**	**$ 212,250.00**	**$ 31,837.50**	**$ 15,620.00**		**$ 832,802.50**

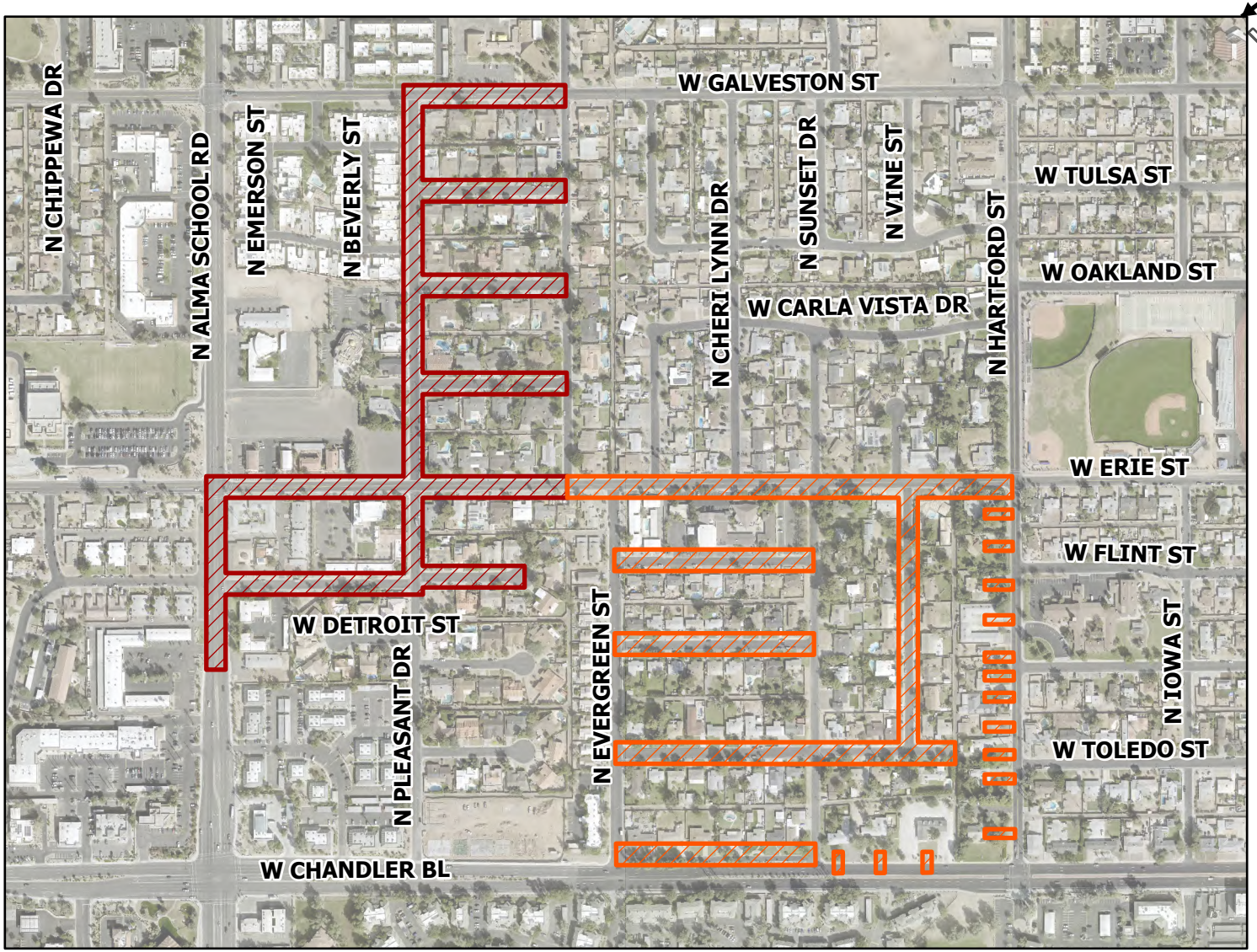
Fee Summary	
Resident Engineer - **Roger Teske**	$ 114,000.00
Construction Manager - **Marc Stern**	$ 46,805.00
Project Engineer - **Julia Cruz**	$ 113,050.00
Inspectors **Peter Carpentieri/Saige Born**	$ 528,327.50
Administrative Assistant **Jennifer Drury**	$ 15,620.00
Sub-Contractors	$ 15,000.00
Owner Allowance	$ 30,000.00
Total	**$ 862,802.50**

- This is a time and materials proposal based on the current scope of work and schedule.
- Prices are all-inclusive. There are no additional charges for mileage or other incidental expenses.
- Proposal is for construction administration and inspection services based on CMAR schedule

CHANDLER arizona

WATER MAIN REPLACEMENT 2022
PROJECT NO. WA2203.451





MEMO NO. CP25-102

TYSON MANOR WATER MAIN REPLACEMENT

SUNSET MANOR WATER MAIN REPLACEMENT

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-101

Date: April 10, 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: Construction Manager at Risk (CMAR) Construction Services Agreement No. WA2203.401, with Achen-Gardner Construction, LLC, for Water Main Replacements

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Proposed Motion:

Move City Council award CMAR Construction Services Agreement No. WA2203.401, to Achen-Gardner Construction, LLC, for Water Main Replacements, in an amount not to exceed $13,560,538.17.

Background/Discussion:

The Water Distribution Division maintains over 36,000 valves and 1,242 miles of pipe in the potable water system. This project is a continuation of a Capital Improvement Program (CIP) to replace water mains that are susceptible to 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.

This project includes the replacement of approximately 12,600 linear feet of water mains, ranging in size from 6 inches to 12 inches in diameter, in two high-priority ranked areas in the central part of the city: Tyson Manor and Sunset Manor.

On May 25, 2023, City Council approved Resolution No. 5683, authorizing the acquisition of real property rights required to complete this project. Some public water mains are being relocated from the alley to the front of the homes and will need to tie into the existing house water connection at the back of the home. New

water services will be installed for each residential structure.

The project scope of work consists of water main and water service replacements. The agreement completion time is 265 calendar days following Notice to Proceed.

A related Construction Management Services Agreement with Dibble CM, LLC, and a Post-Design Services Agreement with GHD, Inc., are also scheduled for the City Council meeting.

Evaluation:

The selection process was followed in accordance with city policy and procedure and state law. Staff recommends agreement award to Achen-Gardner Construction, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach. Staff reviewed the Guaranteed Maximum Price proposal and determined it to be reasonable.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6210.6WA023	Water Bonds	Main & Valve Replacements	$4,600,000.00	Y
605.3820.6210.6WA023	Water Operating	Main & Valve Replacements	$8,960,538.17	Y

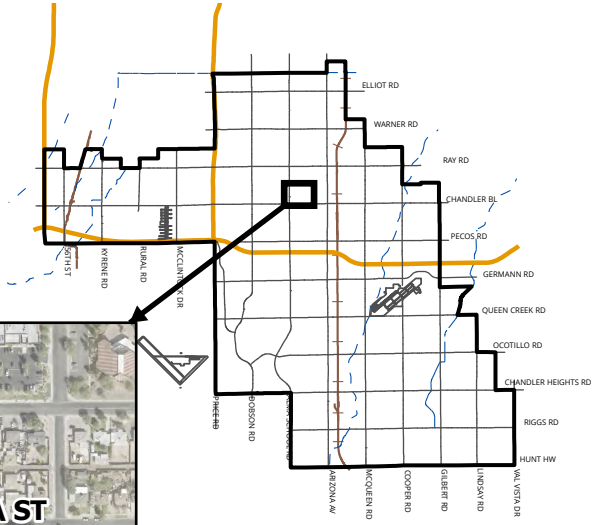
Attachments

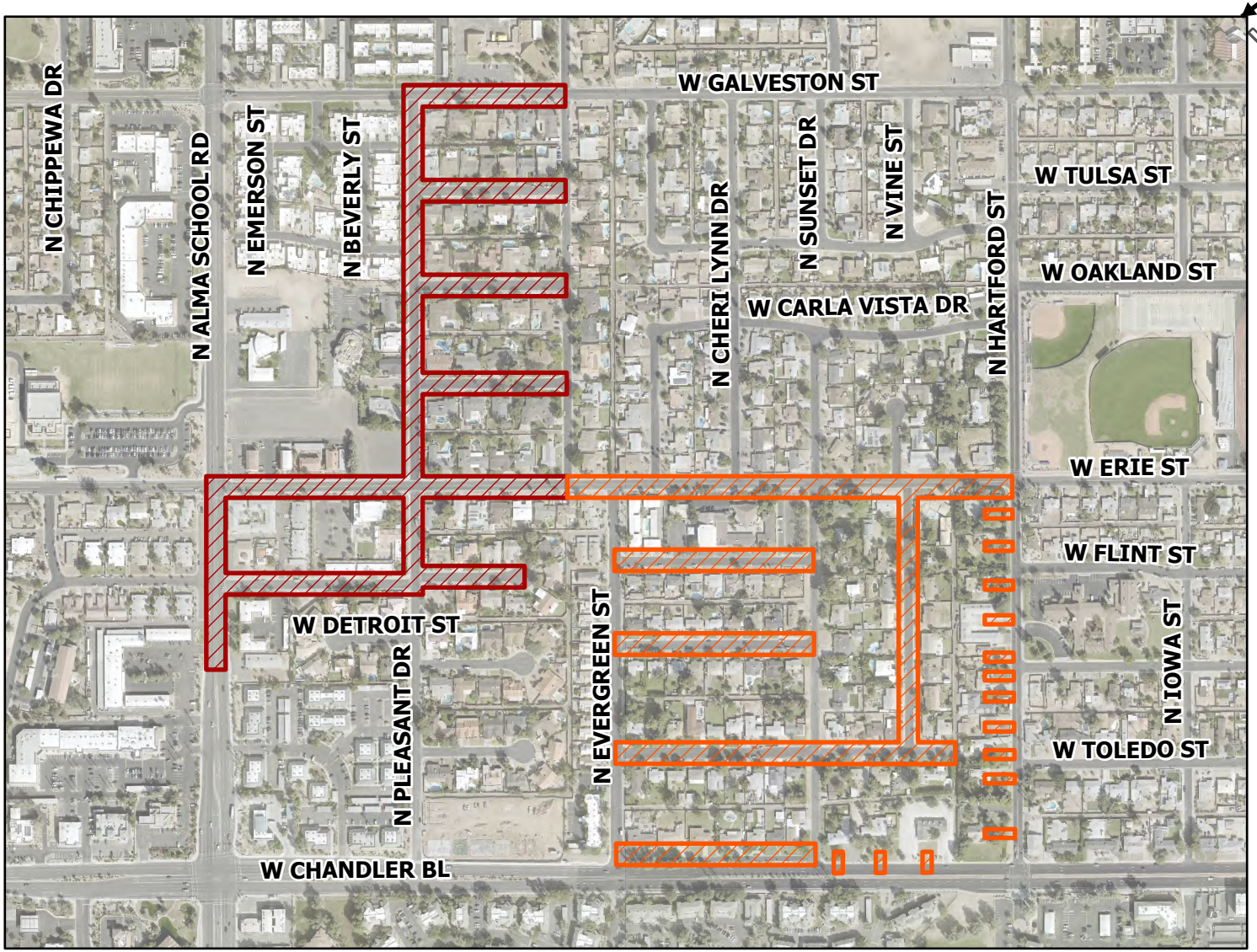
Location Map

Agreement - Achen-Gardner

CHANDLER arizona

WATER MAIN REPLACEMENT 2022
PROJECT NO. WA2203.401





MEMO NO. CP25-101

TYSON MANOR WATER MAIN REPLACEMENT

SUNSET MANOR WATER MAIN REPLACEMENT

NTS

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CITY OF CHANDLER, ARIZONA

Water Main Replacement 2022

CITY PROJECT NO. WA2203.401

CONSTRUCTION SERVICES AGREEMENT

(CONSTRUCTION MANAGER AT RISK)

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

Water Main Replacement 2022
CITY PROJECT NO.: WA2203.401

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CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: WA2203.401

This Agreement (the "AGREEMENT") is made and entered into on the _____day of _____, 2025, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **ACHEN-GARDNER CONSTRUCTION, LLC** the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **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: Adam Kleiser**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3325 Email: Adam.Kleiser@chandleraz.gov

CM@RISK:

Legal Company Name: **ACHEN-GARDNER CONSTRUCTION, LLC**

Mailing Address: **2195 W. Chandler Boulevard # 200, Chandler, AZ 85021**

Physical Address: **2195 W. Chandler Boulevard # 200, Chandler, AZ 85021**

Arizona Roc No.: **261745 A**

Federal Tax Id No.: **1394157**

State Where Organized: **Arizona**

Business Organization: **Limited Liability Company**

Statutory Agent Name: **Capitol Corporate Services, Inc.**

Statutory Agent Mailing Address: **8825 N. 23rd Ave. # 100, Phoenix, AZ 85021**

Statutory Agent Physical Address: **8825 N. 23rd Ave. # 100, Phoenix, AZ 85021**

CM@Risk's Authorized Project Representative:

Name: **Bryan Mueller**

Title: **Vice President**

Phone: **480-940-1300**

Email: **bmueller@achen.com**

PROJECT DESCRIPTION:

Replacement of water mains and installation of new service lines in the Tyson Manor and Sunset Manor neighborhoods.

PROJECT LOCATION:

Tyson Manor and Sunset Manor neighborhoods.

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between City and CM@Risk will consist of the following Agreement Documents:

1. This Construction Services Agreement and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in **Exhibit A**, incorporated by reference.
4. Accepted GMP/Price Proposal as set forth in **Exhibit D**, incorporated by reference.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Sections 2 and 15 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

Although CM@Risk has performed Pre-Construction Services pursuant to a separate Agreement between City and CM@Risk, the completion, quality and accuracy of those services and the deliverables provided by City thereunder directly impact CM@Risk's performance of its obligations under this Agreement. Therefore, all of CM@Risk's obligations, duties, and warranties in relation to Pre-Construction Services and deliverables survive completion of the Pre-Construction Services Agreement and are incorporated herein. Any breach of any of CM@Risk's duties, obligations, or warranties under the Pre-Construction Services Agreement will likewise be considered a breach of this Agreement.

ARTICLE 4 - CONSTRUCTION SERVICES

4.1 GENERAL

4.1.1 CM@Risk agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Agreement Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the schedule, stated in attached **Exhibit A**.

4.1.2 CM@Risk must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 This is an Agreement for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this Construction Project.

4.1.4 CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the Agreement documents to construct the Project and ensure timely and quality completion of the Project at a cost within the Guaranteed Maximum Price (GMP).

4.1.5 At all times relevant to this Agreement and performance of the Work, the CM@Risk must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Agreement, including, without limitation, those set forth on attached **Exhibit A**.

4.1.6 CM@Risk must perform the Work under this Agreement using only those firms, team members and individuals designated by CM@Risk consistent with the Statement of Qualifications dated **June 13, 2024**, the GMP Proposal, or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without prior approval of the Project Manager

4.1.7 CM@Risk will comply with all terms and conditions of the General Conditions.

4.1.8 In the event of a conflict between this Agreement and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Agreement will control.

4.1.9 Ownership of Work Product. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, CM@Risk hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

4.2 **CM@RISK'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 The CM@Risk must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.3 **PRE-CONSTRUCTION CONFERENCE**

Refer to Section 4.3 of the General Conditions.

4.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**

Refer to Section 4.4 of the General Conditions.

4.5 **CONTROL OF THE PROJECT SITE**

Refer to Section 4.5 of the General Conditions.

4.6 **PROJECT SAFETY**

Refer to Section 4.6 of the General Conditions.

4.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Refer to Section 4.7 of the General Conditions.

4.8 **PROJECT RECORD DOCUMENTS**

Refer to Section 4.8 of the General Conditions.

4.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Refer to Section 4.9 of the General Conditions.

ARTICLE 5 - CITY RESPONSIBILITIES

5.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 6 - AGREEMENT TIME

6.1 **GENERAL**

6.1.1 The Agreement Duration is 265 Calendar Days.

6.1.2 The Agreement Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued until approval and acceptance by City of the GMP or Fixed Price.

6.1.3 The Agreement Time will be as set forth in the Project Schedule. CM@Risk agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement for the Project, and for each phase and designated Milestone thereof.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule approved as part of the GMP Proposal and incorporated herein as part of the attached **Exhibit D** must be updated and maintained throughout CM@Risk's performance under this Agreement in accordance with Section 6.2 of the General Conditions.

6.2.2 Failure on the part of CM@Risk to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Agreement by City.

6.2.3 Work must be completed to meet the following milestones after the Notice to Proceed:

	Milestone	Time	Liquidated damages for delay
1.		within days	$ per calendar day

6.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

6.4 FINAL ACCEPTANCE

6.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

6.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

6.5 LIQUIDATED DAMAGES

6.5.1 Substantial Completion Liquidated Damages. CM@Risk acknowledges and agrees that if CM@Risk fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and CM@Risk agree that if CM@Risk fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from CM@Risk, as

liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

6.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 6.5.1 above, City and CM@Risk further agree that if CM@Risk fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from CM@Risk, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Agreement.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Articles 6.5.1 or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 will apply.

6.5.4 City may deduct liquidated damages described in this Article 6.5 from any unpaid amounts then or thereafter due CM@Risk under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CM@Risk will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by CM@Risk.

6.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

6.6.1 CM@Risk and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

6.6.1.1 Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

6.6.1.2 Damages incurred by CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

6.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement. Nothing contained in this Article 6.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.5 above.

6.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of CM@Risk's default under this Agreement prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of CM@Risk, the cost and expense of which will be offset against any monies then or thereafter due to CM@Risk (if any) and otherwise immediately reimbursed to City by CM@Risk.

ARTICLE 7 - AGREEMENT PRICE

7.1 **AGREEMENT PRICE**

7.1.1 In exchange for CM@Risk's full, timely, and acceptable performances and construction of the Work under this Agreement, and subject to all of the terms of this Agreement, City will pay CM@Risk the "Agreement Price," which:

The sum of the CM@Risk's Fee and reimbursable Cost of the Work, as defined in Section 15 of the General Conditions, which the CM@Risk guarantees will not exceed the GMP set forth in **Exhibit D** in the amount of **$13,560,538.17.** Costs which would cause the GMP to be exceeded must be paid by CM@Risk without reimbursement from City.

7.1.2 The Agreement Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, allowances, construction contingency, owner's contingency, and taxes of any type necessary to fully, properly and timely perform and construct Work.

7.2 **CHANGES TO AGREEMENT PRICE**
Shall be determined under Section 9 of the General Conditions.

ARTICLE 8 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles as of the effective date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CM@Risk"
ACHEN-GARDNER CONSTRUCTION, LLC

3-18-2025

Signature Date

Daniel J. Spitza

Print Name

President

Title

dspitza@achen.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.

Contractors should contact the Arizona Registrar of Contractors for information on license requirements.

Background Screening/Badge Requirements

CM@Risk and Subcontractor Worker Background Screening. CM@Risk agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that CM@Risk furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at CM@Risk's sole cost and expense. As part of the Background Screening, CM@Risk must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by CM@Risk must comply with all applicable laws, rules, and regulations. CM@Risk further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect CM@Risk from any liabilities that may arise out of CM@Risk's services under this Agreement or CM@Risk's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, CM@Risk and its Contract Workers must take such other reasonable, prudent, and necessary measures to

further preserve and protect public health, safety, and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, CM@Risk agrees that all Contract Workers, including the CM@Risk, if the CM@Risk is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. CM@Risk warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, CM@Risk must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

CM@Risk Certification. By executing this Agreement, CM@Risk certifies that CM@Risk has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. CM@Risk further certifies that any Background Screening information to be furnished to City related to CM@Risk or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

Terms of This Section Applicable to all of CM@Risk's Contracts and Subcontracts. CM@Risk must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement

and any breach of this Section by CM@Risk will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, CM@Risk must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by CM@Risk or City for failure to satisfy this Section.

Continuing Duty, Audit. CM@Risk's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. CM@Risk must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. CM@Risk must maintain all records and documents related to all Background Screenings and City reserves the right to audit CM@Risk's compliance with this Section under the terms of this Agreement.

EXHIBIT B

GENERAL CONDITIONS

GENERAL CONDITIONS

Approved date: July 20, 2022

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SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction Agreements entered into by the City of Chandler, unless otherwise specifically excluded in the executed Agreement.

SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Agreement Price is agreed to for Contractor to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order: A written instrument issued after execution of the Agreement Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Agreement Price, the extent of the adjustment to the Agreement Time, or modifications of other agreement terms. The Agreement Price and the Agreement Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Agreement and for whom the Work or Services are to be provided pursuant to the Agreement(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Agreement: The written agreement executed between City and Contractor, including all of the Agreement Documents.

Agreement Documents: The documents which together form the Agreement between City and Contractor, as identified in Article 2 of the Agreement, or are otherwise incorporated into the Agreement, including the Agreement, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Agreement.

Agreement Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Agreement.

Agreement Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Agreement Documents. Agreement Time starts

with the Notice to Proceed (NTP) and ends with Final Acceptance. The Agreement Time is set forth in the Agreement and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Agreement Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Agreement by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Agreement.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Agreement Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Agreement Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction agreement close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Agreement Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for an Agreement Price, Scope of Work, materials, or other item under an Agreement, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Agreement Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Agreement.

Project: The Project specified in the Agreement (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Agreement, or any successor thereto

designated by City. The Project Manager has the authority to act on behalf of City, as delineated and limited by the Agreement Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Agreement.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Agreement Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Agreement, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Agreement Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Agreement Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Agreement Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Agreement. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Agreement Price into pay items, such that the sum of all pay items equals the Agreement Price for the construction phase Work, or for any portion of the Work having a separate specified Agreement Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Agreement as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Agreement Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works

Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having an Agreement with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Agreement with Contractor or any other individual or firm having an Agreement with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Agreement Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Agreement with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Agreement Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Agreement Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

3.1 City operates under the latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of the City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov.

3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded from their website at: http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Agreement by this reference.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 **GENERAL**

4.1.1 Contractor must construct the Work in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If Contractor observes errors, discrepancies or omissions in the Agreement Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection, and testing. Contractor must provide proper and safe conditions for such access.

4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 Contractor must ensure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.

4.1.8 All property owners that may be affected by the proposed construction activities must be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by Contractor prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the City.

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.

4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Agreement Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Agreement Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.

4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Agreement Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Agreement date of final completion will be charged to Contractor at a rate previously negotiated City; and

c. All retesting required due to the failure of Contractor's Work to meet the requirements of the Agreement Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Agreement, Contractor must execute Agreement and deliver to City. Failure to do so may delay Agreement award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Agreement, Agreement must be fully executed by City.

4.2.3 After Agreement award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Agreement requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Agreement letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Agreement Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from

City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Agreement duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

a. 1-inch CMOS
b. Pixels: 20M
c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
d. For photographing: 16.9 Aspect Ratio: 5472x3078
e. For video shooting: MP4/MOV/H.264
f. FHD: 1920x1080 120p @100Mbps
g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
h. All metadata to be recorded including GPS data and preserved with photographs provided.

Interval	**JPEG**
3 month intervals	At an altitude (AGL) between 70-90 ft.
3 month intervals	Images to be taken every 50-100 ft. to be determined based on project scope.

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Agreement Documents to be the responsibility of City or a separate Contractor, Contractor must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Agreement Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work

under this Agreement is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Agreement is taking place. Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Agreement Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Agreement Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Agreement Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Agreement Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Agreement Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition, Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line

setter installed in a meter box, City forces will re-install meter. No compression fittings will be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Agreement Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Agreement Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Agreement Documents.

4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Agreement Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.

4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

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

4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.

4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Agreement Price are required to furnish performance and payment bonds to Contractor, unless

otherwise approved in writing by City.

4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Agreement Documents.

4.5 CONTROL OF THE PROJECT SITE

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor is responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under an Agreement with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Agreement.

4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Agreement Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.6.9 Contractor's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Agreement Price, and no additional payment will be made for this work.

4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Agreement Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.

4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Contractor must submit test results to the designated City representative.

4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported**.** Vertical location of tests for underground utilities must indicate the depth of the

excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the Agreement provisions, the City may:

a. Order the Contractor to replace ineffective or unqualified quality control personnel.

b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non- pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Agreement Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Agreement Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.

b. Arrangements and sectional views.

c. Necessary details, including complete information for making connections between work under this Agreement and work under other Agreements.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, City of Chandler Project Number and descriptions.

b. Submittal date and space for revision dates.

c. Identification of equipment, product or material.

d. Name of Contractor and Subcontractor.

e. Name of Supplier and Manufacturer.

f. Relation to adjacent structure of material.

g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Agreement Documents.

j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Agreement.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

4.7.3.8 If the Shop Drawings show departures from the Agreement requirements, Contractor must make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Agreement. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Agreement letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Agreement letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Agreement Price.

4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Revisions to routing of piping and conduits.

e. Actual equipment locations.

f. Changes made by Change Order or Addendum.

g. Details not on original Agreement Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Agreement Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Agreement. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Agreement. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the

Work without cost to City, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Agreement Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City’s rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Agreement Documents and a reduction in the Agreement Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Agreement Time because of any delay in Contractor’s performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City,

City will have authority to cause unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

4.9.6.1 If, within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement Documents, or by any specific provision of the Agreement Documents, any Work is found to be defective, Contractor must promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Agreement Documents, including appropriate reduction in the Agreement Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.

4.9.10 Nothing in the warranties contained in the Agreement Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Agreement Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Agreement Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Agreement Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Agreement Documents.

4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Agreement Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Agreement Documents.

4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Agreement Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Agreement to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

SECTION 5 - CITY RESPONSIBILITIES

5.1 CITY PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Agreement Documents.

5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Agreement Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Agreement modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Agreement Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**.

Contractor will be provided up to five copies of the Agreement Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished,

upon request, at the cost of reproduction.

SECTION 6 - AGREEMENT TIME

6.1 AGREEMENT TIME

6.1.1 The Agreement Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.

6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Agreement. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all agreement insurance, bonds, and schedules are submitted to and accepted by the City.

6.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of Contractor to perform any covenant or condition contained in the Agreement Documents within the time periods specified herein, will constitute a material breach of this Agreement entitling City to terminate the Agreement unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Agreement Documents.

6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Agreement Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Agreement entitling City to all the remedies set forth herein or provided by law.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Agreement Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Agreement Time.

6.2.2 Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City's review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Agreement Documents and completion of the Project within the Agreement Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Agreement Time remains the obligation of Contractor. City's review does not relieve Contractor from compliance with the requirements of the Agreement Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Agreement Time, as adjusted in accordance with the Agreement Documents. No modification to the Agreement Documents or the Agreement Time will be effective unless approved in advance by City.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Agreement Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Agreement Time.

6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Agreement, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet Agreement Milestones and

the Project completion date.

6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Agreement Time.

6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Agreement Time is also exceeded.

6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain- caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Agreement Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.

6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Agreement by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay. In addition, the parties agree if Contractor's delayed or suspended performance directly arises out of or directly results from the COVID-19 pandemic, Contractor's delayed or suspended performance may be excused as set forth in this clause. Provided, however; Contractor must give the City written notice within 30 days of the occurrence of the event giving rise to COVID-19 pandemic related delayed or suspended performance. For COVID-19 pandemic related delay or suspended performance, the parties must agree in writing to the length of the excused delay or suspended performance. Further, Contractor must obtain the City's written approval to use any allowance established as part of the project for delays and costs related to the COVID-19 pandemic.

6.3 SUBSTANTIAL COMPLETION

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in

writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Agreement Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the

Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Agreement Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded agreements) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Agreement Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Agreement, notwithstanding the existence of one or more disputes between the parties

concerning the scope of the Work, the Project Schedule, Agreement Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Agreement or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes payment to Contractor in accordance with Section 8 of these General Conditions.

SECTION 7 - AGREEMENT PRICE

7.1 UNIT PRICE AGREEMENTS

7.1.1 The Agreement Price for all Unit Price Agreements will be the amount set forth in the Agreement or Change Order multiplied by the verified quantity provided.

7.1.2 Measurements of quantities to determine the total Agreement Price must be in accordance with MAG Specification §§ 109.1 and 109.2.

7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Agreement Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require.

7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Agreement Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

SECTION 8 - PAYMENT

8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed

by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Agreement Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data, satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

8.1.3 Except for Work performed under a JOC Agreement, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Agreement in accordance with Arizona Revised Statutes Section 34-221 or 34-607. The Contractor may elect to deposit securities in lieu of retention in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City’s rights to withhold or offset payments, and other rights of City, under the Agreement.

8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

8.1.7 Contractor’s Warranty of Title.

8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Agreement will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material agreements, and notices of its provision must be given to all persons furnishing materials for the Work when no formal agreement is entered into for such materials.

8.2 **PAYMENT UPON SUBSTANTIAL COMPLETION**

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 **FINAL PAYMENT**

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the Agreement, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Agreement Documents) have been delivered to City, as specified in this Section 8.3;

c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;

d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and

e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 **CITY'S RIGHT TO WITHHOLD PAYMENT**

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;

e. Damage to City or another Contractor;

f. Reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Agreement Documents; or

h. Contractor is in default of any of its other obligations under the Agreement Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded agreements, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Agreement for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City,

against payment due from City to Contractor, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Agreement, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 **FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT**

8.8.1 Records for all Agreements between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Agreement requirements for deliverables;

b. Compliance with approved Plans and Specifications;

c. Compliance with § 14.9 below;

d. Compliance with Agreement provisions regarding the pricing of Change Orders;

e. Accuracy of Contractor representations regarding the pricing of invoices; or

f. Accuracy of Contractor representations related to claims submitted by

Contractor or any of their employees.

8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum agreements) have the same right to audit provisions contained in this Agreement included in their agreements with Contractor.

8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.

8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.

8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE AGREEMENT

9.1 **FIELD ORDERS**

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Agreement Price or Agreement Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 **EXTRA WORK/CHANGES IN THE WORK**

9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Agreement as if originally incorporated herein.

9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the

Agreement as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Agreement as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Agreement was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Agreement involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;

b. By unit prices stated in the Agreement Documents;

c. When the City determines that a Unit Price Book Job Order associated with a Job Order Agreement requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) Contractor will have the right to add the fee percentage applicable to the Work under the Agreement, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.

(iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Agreement for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will

not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Agreement (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Agreement will have the same effect as if they had been included in the original Agreement.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Agreement agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Agreement Price adjustments under the Agreement. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Agreement with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Agreement period and up to three years after final payment is made on the Agreement) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Agreement regarding pricing of Change Orders, an appropriate Agreement Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Agreement Price or Agreement Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Agreement Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Agreement Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Agreement by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Agreement and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Agreement.

10.2.2 City may also terminate the Agreement if City determines, in its sole discretion that Contractor has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from City;

e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or

i. Otherwise breached a provision of the Agreement Documents or any other Agreement between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Agreement, without prejudice to any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Agreement and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Agreement for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Agreement Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Agreement.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Agreement at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Agreement award, the Contractor must furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement may not be deemed to apply to required Worker's Compensation coverage.

11.1.2 The Contractor and any of its Subcontractors must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

11.1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

11.1.4 The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor**,** its agents, representatives, employees, or Subcontractors and the Contractor is free to purchase any additional insurance as may be determined necessary.

11.1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

11.2.1.1 Commercial General Liability-Occurrence Form. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

11.2.1.2 Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles. Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

11.2.1.3 Workers Compensation and Employers Liability Insurance. Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of Work under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

11.2.1.4 Builders' Risk/Installation Floater Insurance. The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the Agreement Price and all subsequent modifications. The Contractor's Builders'

Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any Project property or equipment is in transit, off Site, or while on Site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the Site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

b. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor- Builders' Risk/Installation Floater insurance described herein.

c. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

d. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

e. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of Subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 Days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. Contractor must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Agreement.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: “City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor”.

f. If Work under this Agreement requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Agreement requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.3 **ADDITIONAL POLICY PROVISIONS REQUIRED**

11.3.1 Self-Insured Retentions or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

11.3.2 The Contractor’s insurance must contain broad form contractual liability coverage.

11.3.3 The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees will be in excess of the coverage provided by the Contractor and must not contribute to it.

11.3.4 The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the

indemnification provisions of this Agreement.

11.3.6 The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

11.3.7 The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the required Additional Insureds set forth herein.

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

11.3.9 Insurance Cancellation During Agreement Term.

11.3.9.1 If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 Days after the renewal date containing all the required insurance provisions.

11.3.9.2 Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after 30 Days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 Days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the require notice, the Contractor or its insurance broker must notify the City of any cancellation, suspension, non-renewal of any insurance within 7 Days of receipt of insurers' notification to that effect.

11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

11.3.10.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed Operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

11.3.10.2 The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

11.4 BONDS AND OTHER PERFORMANCE SECURITY

11.4.1 After Agreement award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Agreement Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate

of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

11.4.3 The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

SECTION 12 - INDEMNIFICATION

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

SECTION 13 -DISPUTE RESOLUTION

13.1 All disputes arising out of or relating to the Agreement, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.

13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Agreement until such dispute is resolved.

13.3 Notwithstanding any other provision in this Agreement, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Agreement, to obtain specific performance of any provision of the Agreement, to advance the completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 AGREEMENT DOCUMENTS

14.1.1 The Agreement Documents are intended to permit the parties to complete the Work and all obligations required by the Agreement Documents within the Agreement Times for the Agreement Price. The Agreement Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Agreement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Agreement Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Agreement Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.

14.1.3 The Agreement Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Agreement Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Agreement award) when attached as an exhibit to the Agreement, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Agreement Drawings, as the same may be more specifically identified in the Agreement, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Agreement Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Agreement, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Agreement, Federal Provisions prevail.

14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Agreement Documents will be issued by the Design Professional through the City.

14.1.7 The headings used in this Agreement or any other Agreement Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Agreement Documents form the entire agreement between City and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Agreement Documents.

14.1.9 The Agreement Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Agreement Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Agreement Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Agreement Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).

14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Agreement and subject to penalties up to and including termination of this Agreement.

14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

14.4 HAZARDOUS ENVIRONMENTAL CONDITIONS

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Agreement Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Agreement. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 COOPERATION AND FURTHER DOCUMENTATION

Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Agreement Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Agreement Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Agreement.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Agreement Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

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

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Agreement, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Agreement will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Agreement Documents will be construed to give any rights or benefits in the Agreement Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Agreement Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Agreement Documents will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the Agreement or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 **SEVERABILITY**

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

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Agreement and performance of the Services and the Work, Contractor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement, including, without limitation, those set

forth on Exhibit C of the Agreement.

14.14 **PARTIAL INVALIDITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Agreement bring an action to enforce any provision of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Agreement. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Agreement. If Contractor gains financial or economic interest in the Project during the course of this Agreement, this may be grounds for terminating this Agreement. Any decision to terminate the Agreement must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Agreement of any present City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Agreement Modifications for this Agreement.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Agreement.

14.17 **INDEPENDENT CONTRACTOR**

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

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

14.20 **DATA CONFIDENTIALITY**

14.20.1 As used in the Agreement, "data" means all information, whether written or verbal, including plans, specifications, renderings, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the City in the performance of this Agreement.

14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor's performance of this Agreement is confidential and proprietary information belonging to City.

14.20.3 Except as specifically provided in this Agreement, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its Subcontractors must not use data for any purposes except to perform Work required under this Agreement. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:

a. Data which was known to Contractor or its Subcontractors prior to its performance under this Agreement unless such data was acquired in connection with Work performed for City;

b. Data which was acquired by Contractor or its Subcontractors in its performance under this Agreement and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and Contractor or its Subcontractors are not otherwise required to hold such data in confidence; or

c. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its Subcontractors are subject.

14.20.4 In the event the Contractor or its Subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its Subcontractors became privy as a result of any other agreement with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Agreement.

14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this

Agreement without notice.

14.21 **SURVIVAL**

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

14.22 **COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, City will have the right to annul the Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.23 **NO WAIVER**

The failure of either party to enforce any of the provisions of the Agreement Documents or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor will it affect the validity of the Agreement Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Agreement are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Agreement. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Agreement or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Agreement Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Agreement Article 1, incorporated by reference.

14.25.4 When any provisions of the Agreement Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Agreement Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Agreement Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Agreement. Specifically, all employees of Contractor who are working under an agreement with City must be notified, in writing, by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Agreement and possible debarment form bidding on future City projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Agreements, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –
The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Agreement with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Agreements.

CM@Risk Fee or Contractor's Fee –
An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Agreement Documents –
Where compensation under the Agreement is based upon a GMP accepted by City, the term "Agreement Documents" also includes the accepted GMP Proposal.

Agreement Price –
Where compensation under the Agreement based upon a GMP accepted by City, the term "Agreement Price" refers to the GMP.

Cost-Based Agreement, Change Order, or Job Order –
A Agreement, Change Order, or Job Order where the Agreement Price is based upon the actual cost of performing the Work, subject to the terms of the Agreement Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these

General Conditions.

Deliverables –
The work products prepared by Contractor in performing the scope of work described in the Agreement. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Agreement or required by the Project Team.

Pre-Construction Services Agreement –
The Agreement entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Agreement, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –
The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Agreement, Change Order, or Job Order if applicable.

15.2 **AGREEMENT PRICE**

15.2.1 The Agreement Price for all Agreements, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Agreement, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Agreement Price may only be changed as set forth in Section 9 above.

15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Agreement Price. All other costs will not be paid by City and will not be chargeable against the Agreement Price.

15.2.4 Cost-Based Agreements. For Agreements, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

15.3.1 Contractor must include in the Agreement Price all Allowances stated in the Agreement Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Agreement Documents:

15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Agreement Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Agreement Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) agreement default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular

item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the City (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. City will provide CM@Risk with a Work Change Directive authorizing CM@Risk to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CM@Risk and City or will be documented by CM@Risk on a time and materials basis and are subject to verification by City. Any amount not used in the Owner's Contingency will belong to the City and will reduce the GMP.

15.5 **REDUCTION IN RETENTION**

If the Agreement Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Agreement.

15.6 **FINAL PAYMENT**

If the Agreement Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Agreement, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered

or granted by City to the extent such actual, documented costs are justified.

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Agreements and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Agreement –
Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –
A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax, profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –
The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –
The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –
Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –
The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;

b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g., permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and

c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based or a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self- performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content

of Job Orders under the Agreement will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);

b. The address or location of the Work;

c. The Agreement Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);

d. The name of the JOC Contractor representative for the Project;

e. The Drawings and Specifications for the Project;

f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project Schedule, Exhibit A to the Job order); and

g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all "extensions of design" for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and

experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Agreement Documents, Laws, Regulations, or Legal Requirements, and the common law.

16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

16.4.3 Construction Phasing

16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Agreements, City will decide to dispute and that decision will be final.

16.4.5 Ownership of Work Product. Work Product prepared or otherwise created in connection

with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, JOC Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

16.5 **OPTIONAL LIQUIDATED DAMAGES**

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Agreement or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable to JOC Contractor.

16.6 **PERFORMANCE MEASUREMENT**

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to not award future Job Orders or Option periods based on performance will be at the sole discretion of City.

SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

17.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Agreements.

17.2 GENERAL

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi- weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Agreement for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Agreement Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now know or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C.
§101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings

and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule

17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

17.4 DESIGN DOCUMENT REVIEWS

17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional

investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre- construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.

17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Agreement Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are:

Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.

17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

17.6 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of

Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.

17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.

17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.

17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).

17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.

17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.

17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.

17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.

17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager

instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than

the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self- performed by CM@Risk, or its affiliates.

17.8 **PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES**

17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 In no event will City pay more than seventy-five (75%) of the Agreement Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Agreement for the entire Project by City Council. If CM@Risk does not prepare a

GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to receive the 25% of the Agreement Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES AGREEMENT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

Appendix 1 – Policy Statement for Calculating Delays and Damages
Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Agreements
Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
Appendix 4 – Forms of Performance Bond
Appendix 5 – Forms of Payment Bond
Appendix 6 – Dispute Resolution
Appendix 7 – Certificate of Completion
Appendix 8 – Construction Sign Detail
Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
Appendix 10 Landscape Establishment Period

CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Agreement Documents, and will be the Agreement Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Agreement which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non- excusable, and concurrent. Only delays that extend Agreement Completion Time set forth in the Agreement Document will be considered for issues relating to Agreement extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Agreement Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Agreement Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Agreement at or prior to the time of execution of the Agreement. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both Agreement time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Agreement; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Agreement Submittals in accordance with the Agreement; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and compensation.

B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Agreement have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non- excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Agreement Specifications. Again, this list is not necessarily all inclusive.

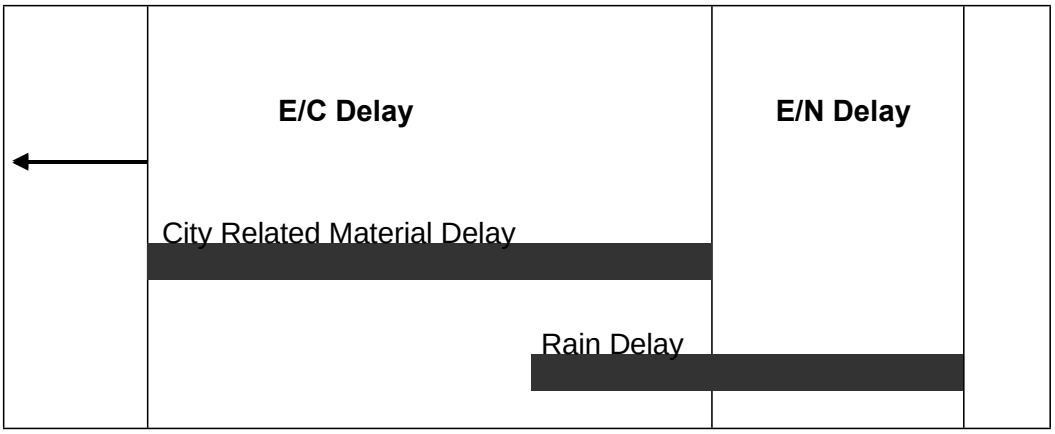
D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the Agreement completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs the delay to the Agreement Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will only extend the Agreement Completion Time by two days. The same method of analysis is

used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:



II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures

below assume that the Contractor is using CPM scheduling methods. As a minimum the Contractor must provide the following materials to the Engineer:

A. As-Planned Schedule. The initial construction schedule, required by the Agreement Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Agreement Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.

B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.

C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be requested by the Engineer.

D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-

compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Agreement. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.

B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.

C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than $5.00 per day or for unlisted equipment that has a value of less than for hundred dollars ($400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:

    a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;

    b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

    In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.

3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.

4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).

5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the

work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.

3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.

4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours, rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
   a. Purchase contracts(s).
   b. Depreciation schedule(s).
   c. Invoices for fuel, lube, repairs and other operating costs.

2. Leased:
   a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
   b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).
2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a

claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD AGREEMENTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Agreement for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.

2. A description of both the existing Agreement Requirements for performing the work and the proposed changes.

3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.

4. An itemization of the existing Agreement Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.

5. A detailed estimate of the cost of performing the Work under the existing Agreement and under the proposed changes, including the cost of developing and implementing the changes.

6. The Agreement items affected by the proposed changes and any variations in quantities resulting from the changes.

7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.

8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.

9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Agreement.

If the Contractor's Proposal is accepted in whole or in part, the necessary Agreement Modifications and Agreement Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Agreement until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Agreement which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Agreement if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Agreement bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Agreement prices. Agreement prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction

Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

COST REDUCTION INCENTIVE PROPOSAL FORM

TO: CIP City Engineer

FROM:

PROJECT NAME: **Water Main Replacement 2022**

CITY PROJECT NUMBER: **WA2203.401**

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: Water Main Replacement 2022
City Project No.: WA2203.401

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 **Water Main Replacement 2022, WA2203.401** 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 **Water Main Replacement 2022 , WA2203.401** 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:	**Water Main Replacement 2022**		
CITY PROJECT NO.:	**WA2203.401**		
If Federally Funded:			
FEDERAL NO.:		**ADOT NO:**	

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE 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:	

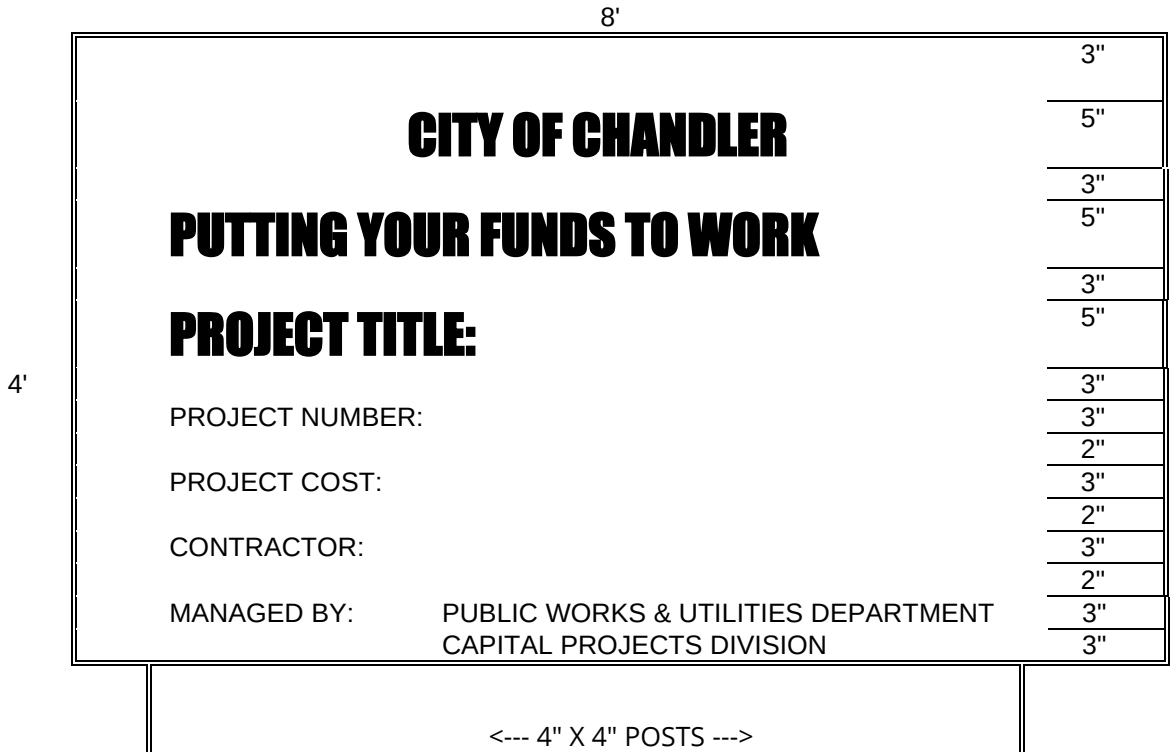
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

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

CITY OF CHANDLER

Water Main Replacement
Technical Specifications

Project No. WA2203.401

February 2025

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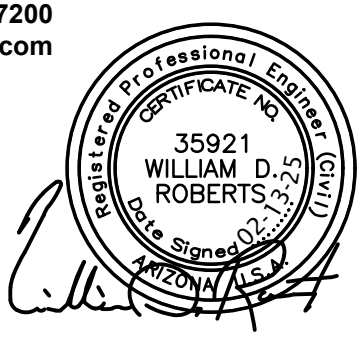

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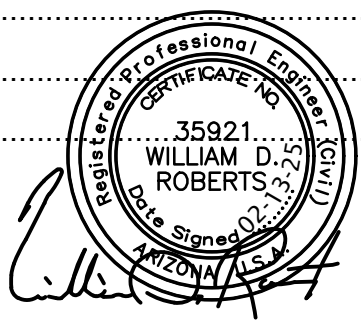

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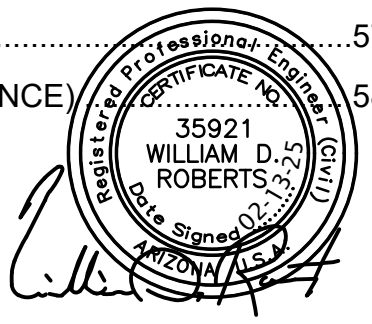

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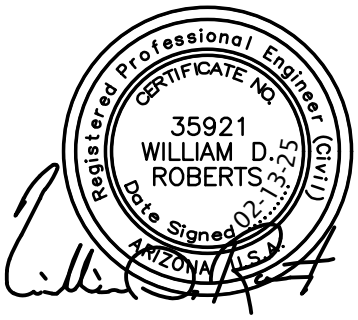
APPENDIX A: GEOTECHNICAL EVALUATION

APPENDIX B: POTHOLE RESULTS



TECHNICAL SPECIFICATIONS

PART A: SCOPE OF WORK

1. SCOPE OF WORK

General:

This section includes a basic description of the Work covered in detail on the drawings and these technical specifications. The Project consists of the replacement of approximately 21,400 linear feet of existing water mains in Chandler, Arizona. The existing mains will be replaced with new piping that ranges between 4 and 16 inches in diameter.

The new improvements will be installed in the following areas:

- Tyson Manor: Replace approximately 7,100 LF of existing 4, 6, 8, and 12-inch water mains within an area between and including West Galveston Street, North Evergreen Street, West Flint Street, and North Alma School Road. Some of the existing water mains are in alleys between homes. In these cases, a new water main will be installed in the adjacent street and new water services will be routed from the street to the existing water entrance on each home.
- Sunset Manor: Replace approximately 5,650 LF of 6 and 8-inch water mains within an area between and including West Erie Street, North Hartford Street, West Chandler Boulevard and North Evergreen Street. Some of the existing water mains are in alleys between homes. In these cases, a new water main will be installed in the adjacent street and new water services will be routed from the street to the existing water entrance on each home.
- Arrowhead Meadows: Replace approximately 6,900 LF of 6 and 8-inch water mains within an area between and including West Erie Street, North Alma School Road, West Chandler Boulevard, and North Arrowhead Drive.

The existing mains will be replaced with matching diameter piping unless they are smaller than the City of Chandler's (city) minimum 8-inch diameter. All existing mains that are smaller than the minimum size will be replaced with 8-inch piping.

The Scope of Work generally includes:

- Installation of water piping, fittings, connections, fire hydrants, valves, backflow prevention assemblies, and thrust collars
- Removal and replacement of AC pavement
- Fill and seal pavement cracks
- Slurry seal pavement
- Removal and replacement of concrete improvements
- Protection and bracing of existing utilities and other improvements
- Removal and restoration of landscaping and irrigation
- Traffic control and barricading

The construction requirements for the Work are in the following documents:

- City of Chandler General Conditions
- These Technical Specifications
- The project's construction drawings/plans
- The latest revision to the City of Chandler Maricopa Association of Governments (MAG) specification and detail supplements
- City of Chandler Technical Design Manuals
- Uniform Standard Specifications for Public Works Construction sponsored and distributed by the MAG
- MAG Uniform Standard Details

The information written into these Technical Specifications will:

- Describe any special or unusual conditions.
- Explain details of the work not covered in other documents.
- Relate certain work to specific bid items or payment quantities.
- Contain the specifications and/or requirements of utility companies affected or included within the drawings and specifications of this project.

Geotechnical and potholing investigations of the site have been prepared and included in these technical specifications. It is the Contractor's responsibility to familiarize themselves with the findings of these reports including observed existing pavement thicknesses. The Contractor shall be responsible for determining the validity of the investigations along with any conclusions or interpretations drawn from the reports. Additional borings, testing, and/or potholes may be requested, but shall be arranged and scheduled by, and shall be at the expense of, the Contractor.

No blasting will be allowed on this project. All excavation shall be performed with conventional equipment approved by the Inspector. There will be no additional compensation for hard dig conditions.

General construction notes for city projects are included in the plan set and shall be applicable, unless specifically noted otherwise, to all plan sheets.

PART B: GENERAL INFORMATION

The following items are non-payment items being considered incidental to the project, the costs of which are to be included in project overhead or within a specific bid item.

102.4 EXAMINATION OF PLANS, TECHNICAL SPECIFICATIONS, AND SITE

General: Add the following:

If the Construction Management at Risk (CMAR) Contractor submitting a Guaranteed Maximum Price (GMP) for the proposed improvements is in doubt as to the true meaning of any part of the plans, specifications, or other referenced contract

documents, or finds discrepancies in, or omissions from the drawings/plans, specifications, or other contract documents, he may submit to the city questions or comments on the part of the plans, specifications, or other documents in question for review and discussion between the contractor, engineer, and city before the GMP is finalized. The person submitting the questions or comments will be responsible for its prompt delivery. The questions and/or comments submitted by the contractor will be addressed in the final plans, specifications, and/or a comment-response table that summarizes all comments received on the plans and specifications.

Any information provided outside of the final plans, specifications, and comment-response table will not be binding. A copy of these documents will be provided to each person or entity that has received a set of such documents. The Owner and the Consultant will not be responsible for any other explanation or interpretation of the documents.

Any work shown on the plans and not listed as a bid item will be considered incidental to the project, unless noted otherwise.

102.5 PLANS AND SHOP DRAWINGS

Replace MAG Standard Specifications Section 105.2 with the following:

All submittals shall be in English units and dimensions. A marked up copy of the applicable specification and/or detail will be included with each submittal. When the submittal agrees or matches a requirement in the reference material, a check will be place beside it. When the submittal differs from a requirement in the reference material, it must be noted in the mark-up with an explanation on how and why the submittal differs. When a submittal includes multiple sizes or options, the options intended for the project must be highlighted.

Materials: The Contractor shall furnish to the city's Construction Manager product data, material certificates, mix designs and shop drawings in sufficient detail to show complete compliance with all specified requirements, including but not necessarily limited to the following:

Product Data:

- Pipes and appurtenances
- Fire hydrants
- Valves and valve boxes
- Combination air/vacuum valves
- Restraint fittings
- Irrigation system components
- Meter boxes and service components
- Couplings

Product data shall include information such as the manufacturer's printed

recommendations, compliance with recognized trade association standards, application of testing agency labels and seals, product dimensioning, and notation of coordination requirements. All products or materials in contact with potable water must include a statement that the products and/or materials are NSF certified.

Certificates:

- Piping materials (by inspection at source)
- Gaskets
- Polywrap

The Manufacturer or testing agency shall prepare the Certificates and should include technical specifications and compliance with industry trade association and testing agency standards.

Mix Designs:

- Asphaltic concrete pavement
- Portland cement concrete
- CLSM backfill
- Slurry seal
- AC pavement crack seal and fill

The mix designs shall directly compare the proposed mix components and properties with those of the referenced standard mix or as modified within the technical specifications.

Shop Drawings and Plans:

- Sequence of construction details
- Water main testing and system connection plan
- Service switchover plans (minimizing disruption of service)
- Temporary connection plans (minimizing disruption of service)
- Traffic control plans (including haul routes)
- Utility protection plans
- Hauling plans
- Details of structures if non-standardized (e.g. sidewalk and/or curb transitions, unique drainage structures, etc.)
- Trench shoring
- Utility and utility pole bracing

Shop drawings and plans shall include the name of the project, project number, date prepared, name of the Preparer, Contractor, and Subcontractor, if applicable. All dimensions and identification of products and materials included, along with notation of any coordination requirements and established field dimensions/measurements/verifications shall be clearly shown or noted.

The Contractor will prepare a water main testing and connection plan for each of the three project areas for review and approval and provide the labor, equipment, and materials

required to execute those plans. Each plan will include:

- Testing schedule
- Connection schedule with dates and times
- List of shut-off valves required for each connection/shut-off
- Number of customers impacted by each connection/shut-off
- Duration of each connection/shut-off
- Coordination and support for city staff to verify that existing shut off valves are functional
- An exhibit that illustrates the phased testing segments and connection points. The exhibits will also illustrate the existing valves required and customers impacted by shut-offs.
- Existing water mains must remain in service until:
    - The new mains parallel to them have been installed, tested, and approved
    - All the existing services on them have been transferred to a new or existing water main as shown on the plans.
    - Their shut-down has been approved by the city.

The Contractor shall provide a phasing plan that depicts the order in which the project's three areas will be constructed for review and approval. The Contractor will revise the testing and connection plan based on a city and Engineer review. Revisions may include additional testing phases and connections between new water main segments.

Samples:

Plant materials
Ground cover
Slurry seal (field applied)
AC Pavement crack seal and fill (field applied)

Samples shall be representative of the materials to be incorporated into the project and submitted in sufficient quantity to permit evaluation and/or comparison.

Distribution and Review: The Contractor shall anticipate and schedule for a review period of twenty-one (21) days or less by the city and/or its designee during which time will either approve, disapprove, or request modifications. The latter two will require resubmittal of the material and a subsequent additional review period. This process shall be repeated until all submitted materials have been approved.

Shop drawings shall be on sheets in standard size increments between 8½"x11", 11"x17", or 24"x36" size sheets. All drawings shall indicate the name of the job, the city's job number, date, names of the Contractor, Subcontractor and Preparer, and the date of approval by the Contractor. Present all other data, certificates, or mix design reports on 8½"x11" sheets.

An electronic copy (.pdf format) of the Contractor approved submittal along with a letter of

transmittal shall be delivered to the city's Construction Manager. The Contractor shall first review all submitted data for compliance with specification and job requirements. Any Contractor comments, recommendations, etc. shall be clearly noted on the submitted data. The Contractor shall provide all submittals far enough in advance of the scheduled need to allow for the specified city review time, including any resubmittals. The city will not consider time extension requests or delays, damages, inefficiency claims, etc. resulting from the Contractor failing to properly schedule and deliver complete and compliant submittals.

If the submittal is acceptable, an electronic copy (.pdf format) will be stamped approved, dated, and initialed by the Reviewer, and returned to the Contractor.

If the submittal requires corrections or is rejected, an electronic copy (.pdf format) along with an explanation of the outstanding concerns will be returned to the Contractor for revision and the subsequent resubmittal as described above.

Resubmittal of any required corrections shall be made within ten working days.

Contract Documents: Approved drawings, data, mixes and certificates as they are returned to the Contractor will become a portion of the Contract Documents.

105.6 COOPERATION WITH UTILITIES

General: Add the following:

The locations of existing underground utilities have been shown on the plans to the best of the Design Engineer's knowledge at the time of the drawing preparation. It shall be the Contractor's responsibility to field verify all utility locations shown on the construction documents and/or bluestaked through advance potholing and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation may be adjusted without delay to the Contractor's project schedule. In addition, the city will not consider additional compensation requests from the Contractor to perform any potholing, utility company coordination, etc. needed to locate/verify utility locations shown on the plans and/or by Bluestake markings, to adjust contract work items as necessary to avoid conflicts with them, to cooperate with utilities in adjusting schedule as needed to allow for utility company work, relocations, etc. The Contractor's bid shall include the above coordination, work, and adjustments. Any realignments to the proposed water mains due to unknown or unidentified utilities that are not illustrated on the plans or located by Bluestake markings or found to be different than what is illustrated on the on the plans or located by bluestake markings shall be compensated under ITEM 800100 CONSTRUCTION CONTINGENCY.

Utility Crossings: The crossing of existing utilities. The Contractor shall adhere to the specific requirements of the utility companies affected and install temporary support for existing utilities as required. The Contractor shall re-align and/or encase the proposed waterline as required to avoid existing utilities or establish a safe and sanitary crossing, respectively. The city Inspector must approve all realignments and encasements prior to

their installation. All realignments shall be conducted in accordance with a detail proposed by the Contractor and approved by the city. The utility crossing callouts on the plans refer only to the type of utility being crossed, not necessarily the quantity of existing utilities or conduits. One crossing on the plans may represent multiple conduits of the same utility. The Contractor shall take this into consideration and budget accordingly.

During the preparation of the project's GMP, the Contractor shall verify if overhead utility pole bracing is required for the installation of the proposed improvements and include that effort in the pipeline installation costs whether it is called out on the plans or not. If bracing is required, the city will not consider additional compensation requests from the Contractor. All bracing will be performed in accordance with the utility owner's requirements.

The Contractor shall be responsible for repairing any utilities, irrigation piping, and/or storm drain piping damaged during construction. Any repair methods and work must be approved by the city and utility owner.

Potholing: The Contractor shall pothole all existing utilities that are crossed or impacted by the new improvements. Potholing shall also be performed on existing service connections to verify their location and alignments as required to install the proposed improvements. Potholing will be performed far enough in advance of materials acquisition and installation activities to allow alignment and profile changes without impacting the project's budget and/or schedule. The potholer shall provide the following:

1. Extract soils to expose any existing utilities, in such a manner to ensure the safety and integrity of the utility.
2. In a city approved format, observe and record the following minimum data for each utility located:
    - Pavement thickness and description of pavement surface and base.
    - Diameter/Width of utility, top and bottom depths, and configuration of systems.
    - Elevations accurately measured to 1/10th foot from original ground and/or pavement surface to utility.
    - Utility structure material composition, when reasonably ascertainable.
3. Furnish and install "PK" nails, "hubs", stakes, high-visibility "whiskers", or, markings, directly above the centerline of the utility structure (pipe and/or duct). Swing-tie referencing, for surveyors, may also be requested.

Contacts: The following telephone numbers should put the Contractor in contact with the proper personnel. The Contractor shall verify the contact information provided and invite a representative from each utility to the project's preconstruction meeting.

Utility Company	Telephone Number
City of Chandler (Water & Sewer)	(480) 782-3700
City of Chandler (Traffic Signals)	(480) 720-1380
American Telephone & Telegraph (Fiber)	(480) 510-8107
Arizona Public Service (Electric)	(602) 371-7546
Cox Communications (Cable, Fiber)	(623) 328-2202
CenturyLink (Telephone)	(815) 245-9640
MCI/Verizon (Fiber)	(480) 382-5844
Salt River Project (Inspector for Irrigation and Electric)	(602) 809-1304
Southwest Gas (Gas)	(480) 730-3855
Sprint Communications (Fiber)	(442) 202-5262
Zayo/AGL (Fiber)	(480) 564-3455

Coordination: Construction activities shall be coordinated and scheduled to incorporate the following applicable Utility construction activities.

CenturyLink Inc. (Lumen)	Blue staking for location of CenturyLink facilities must be completed prior to any construction. When crossing facilities, the Contractor will be required to pothole to determine the depth and maintain a minimum of 12-inch vertical and horizontal separation from the facilities. Support and protection is required for all CenturyLink facilities.
Southwest Gas Corporation	Blue staking for location of Southwest Gas facilities must be completed prior to any construction. The Contractor shall hand dig carefully at marked locations until gas pipe has been exposed (without breaking the tracer wire). When crossing Southwest Gas facilities, a minimum of 24 inches face-to-face clearance is required at the point of crossing unless approval from Southwest Gas is granted for a smaller clearance. The mechanical trenching process shall be done by hand, and once this process is in progress no digging is allowed within two feet of a gas pipe. If the gas pipe should be hooked or strained while excavation is in process, the Contractor shall contact (623) 780-3350. Should a steel gas facility be exposed and the pipe coating is in need of repair, the Contractor should contact the Southwest Gas office so that the pipe may be rewrapped. Once excavations are complete all gas pipes should be protected. Southwest requires 6 inches of bedding and 6 inches of

	shading with material free of rocks and able to pass through a 3/8 inch screen prior to any backfill. If the trench is greater than 3 feet in width, the pipe must be supported in a manner where the support material does not damage the pipe or its protective wrapping.
Verizon	Blue stake for location of Verizon facilities prior to any construction. The Contractor shall use non-destructive potholing methods to carefully locate existing facilities at marked locations. Maintain 12” clearance when crossing Verizon facilities.
APS	In order to permit access to and maintenance of either facility without damage to the other, a 24-inch horizontal separation shall be maintained between APS Electric Facilities and water, sewer or gas pipeline systems. In the event of an inconsistency or conflict with any Municipal specifications, the more stringent specification shall apply. Please be advised that it is the responsibility of the customer to maintain proper clearances and Blue Stake prior to digging. For actual conditions, please contact Arizona Blue Stake Center at (602) 263-1100, 811, or www.arizona811.com for Blue Stake to be performed.
Cox	Should project activities occur in the immediate vicinity of Cox Facilities, it will be the Contractor’s responsibility to conduct potholing and to properly protect Cox’s Facilities. Cox requests that a minimum of 12 inches of vertical and horizontal separation from existing Cox Facilities be always maintained. If you have any questions or require additional information, please contact the Corporate Traffic Management Center at constructionsupport@cox.com.
Cogent/Sprint	Cogent/Sprint is very concerned about any excavation near the fiber system. No mechanized excavation within 24 inches is allowed. Cogent/Sprint needs to be present for any activity near the fiber. The fiber can be electronically located horizontally but the vertical alignment can only be determined by potholing. No facilities may be added closer than 24 inches vertically or horizontally to Cogent/Sprint structures, including

encasement. Contractors shall utilize the Arizona Blue Stake procedures before excavating.

107 COORDINATION WITH OWNERS, PRIVATE PROPERTY, RECORD OF EXISTING CONDITIONS, AND PROTECTION OF EXISTING IMPROVEMENTS

General: Add the following:

Coordination with Owners of Impacted and Adjacent Properties: The Contractor shall notify the impacted and/or adjacent property owners which may include, but not be limited to, homeowners, business owners, property owners, tenants, schools, city departments which may be affected such as sanitation, police, fire department, etc., and any other parties which may be affected. This notice shall be in writing and distributed at least 48 hours prior to doing any work within private property. For any work on or in front of any driveway or access point, and prior to any street restrictions that will affect access to private property, the notice shall be distributed according to the Contractor's phasing schedule. Notification letters shall be approved in advance by the Construction Manager. All notifications shall also be posted at all common points of neighborhood, community, and district entry (adjacent to street entrances, delivery entrances, gates, guard shacks, and adjacent to group mailboxes). The notification shall be for the purpose of allowing the referenced parties to relocate any vehicles, reschedule routes, etc., as required prior to construction, and should specify the length of time the driveway and/or street will be impacted. If there are any delays in the construction, affected parties shall be re-notified.

In addition to notifications, the Contractor shall coordinate with the city's Public Relations Specialist to support the city's preparation of post cards, website material, and email notifications. The Contractor shall include the city's Public Relations Specialist if one is assigned on schedule updates.

The Contractor shall be responsible for containing all construction activities within the right-of-way, limits of construction, or limits of disturbance illustrated on the plans and/or defined in these technical specifications. The limits of disturbance along private water service installations shall be defined as a three (3) foot path along the proposed service alignment. The Contractor shall keep the site free from accumulation of waste materials, rubbish, and other debris resulting from construction operations. The Contractor shall provide on-site containers for collection and removal of waste materials in accordance with applicable regulations. The Contractor shall provide all required work and materials necessary to clean the site daily to the satisfaction of the city Inspector.

Work on Private Property: If work is required on or adjacent to private property, the Contractor shall coordinate with the owner and Construction Manager prior to beginning work. The Contractor shall contact the owner, in person, a minimum of 48 hours prior to commencing work on the property. If the first attempt is unsuccessful, the second and third attempts shall be in writing and in person. If the owner is unavailable for coordination after three attempts by the Contractor, the Contractor may only commence work with the written approval of the Inspector. If the property owner and the business owner or resident associated with a property are different, the Contractor shall contact

and coordinate with both parties.

The Contractor shall inspect any private facilities (irrigation, lighting, etc.) along the proposed improvement alignment and satisfy themselves of conditions prior to the start of work. All utility crossing on public and private property must be potholed by the Contractor in advance of pipe and/or service installation. Any damage to or alteration of existing conditions while working, including markings placed outside the paved roadway during “Blue Stake” investigation, shall be repaired or replaced to the satisfaction of the owner and city Inspector by the Contractor at no additional cost to the city. Existing conditions as defined herein shall include, but not be limited to, plants, turf, trees, rocks, other landscaping materials, plastic under rock, masonry walls, walkways, pavers, sidewalks, driveways, patios, and sheds unless otherwise noted on the Approved Plans, hardscape, planters, electrical lines and lighting, telecommunication lines, sewer services, gas lines, flood irrigation piping, and underground sprinkler systems. Damaged irrigation or sprinkler lines shall be repaired and will operate to the owner and city inspector’s satisfaction within 24 hours.

Notices shall include a description of the work proposed, Contractor’s name, Contractor’s contact person and telephone number of the contact person. The Contractor shall be prepared to answer questions from the property owner about how he will handle modifications to any existing improvements such as landscaping, sprinkler irrigation, walls and fences, driveways, etc., which may be required.

Record of Existing Conditions: Prior to the commencement of any construction activities, the Contractor shall photograph and video document the existing project area including private property. The Contractor shall furnish to the city Construction Manager two copies of the photos and video in a format of the Manager’s choice prior to the start of construction. The photos and video shall illustrate the following:

- Landscape and hardscape features.
- Existing driveway conditions.
- Existing road, curb, and sidewalk conditions.
- The condition of existing buildings and structures adjacent to the proposed construction.
- The condition of existing private irrigation structures adjacent to the proposed construction. Photos and videos shall be taken while irrigation water is being delivered to confirm whether any leaking is present. This requirement applied to both flood and pressurized irrigation water systems.

The Contractor shall satisfy himself of the condition of existing improvements prior to any construction activities occurring in any area. Any repair or replacement required of the Contractor by the city after construction activities assumes that the existing improvement was in good or working condition unless proof otherwise is presented by the Contractor to the city and Property Owner prior to construction activities.

Any damage of existing conditions that are not shown to be demolished on the plans shall be reported to the city and owner within the same business day of initial damage.

The Contractor shall first notify the city inspector prior to contacting the owner. If the owner is not available, a door hanger shall be left describing the damage and remedy. The Contractor will repair or replace the existing improvement in kind if requested by the city.

Protect Existing Improvements in Place: All existing improvements designated as "Protect in Place" shall be flagged in the field and surrounded with stakes and warning tape prior to construction activities in the area. In addition, the Contractor's project manager and superintendent shall notify all employees and subcontractors that these items shall not be disturbed. Should a protected feature or items be damaged or destroyed, the Contractor shall notify the Inspector and Owner immediately. The damaged or demolished feature shall then be replaced in kind to the satisfaction of the Inspector and Owner.

Existing walls/fences damaged during construction will be replaced in-kind or repaired to the satisfaction of the owner. If the wall includes integral coloring in its block, the existing block shall be protected, stored and reused. If the wall is painted or includes painted stucco, the entire wall section in which the repair occurs, shall be repainted.

Should the new coating not match the existing wall, the entire wall will be recoated at the Inspector's discretion. If the wall includes mounted gates, they will be salvaged and remounted after the wall is rebuilt.

107.2 PERMITS

General: Add the following:

It shall be the responsibility of the Contractor to obtain and provide payment for all required permits for construction, dust control, relocation of plants, erection of signs, etc.

The Contractor shall be responsible for securing and payment for any necessary hydrant meters including deposits and all fees for water usage. The Contractor shall install temporary construction meters (with pressure regulator and check feature) for construction water. Construction meter locations shall be located as directed/approved by the city.

All haul routes for removals, excavation and dirt moving must be approved by the Construction Coordinator prior to commencement of operations.

This project is subject to the Maricopa County Air Pollution Control Regulations. The Contractor shall comply with the provisions of MAG Specification Subsection 104.1.4.

The Contractor shall obtain approval from the city for marshalling areas that they propose to use. The Contractor must demonstrate in writing to the city the minimum requirements set forth in MAG Section 107.6 prior to occupying the property for proposed marshalling areas.

Contractor is not responsible for any city encroachment permit, plan review fees, or Quality

Assurance (QA) (i.e. city inspection and testing) costs.

MEASUREMENT AND PAYMENT: Measurement and payment shall be at the contract unit rate and quantity included in the Schedule of Values and compensated under ITEM 800020 PROJECT DUST CONTROL AND PERMITTING. Construction water shall be paid as an allowance.

107.2.1 AZPDES PERMIT

(A) General Requirements

The Contractor shall finalize the SWPPP before submitting a Notice of Intent (NOI) to ADEQ. Except for the NOI, all signatures required of the Contractor by the AZPDES Construction General Permit (CGP), including those required for the NOT, SWPPP, and inspection reports, shall be provided by a duly authorized representative of the Contractor, as defined in Part VIII.J.2 of said permit. Signature of the NOI shall be by a responsible corporate officer, as defined in Part VIII.J.1 of the CGP.

Even if the area of disturbance for this project does not warrant an official SWPPP, the Contractor shall prepare a sediment and erosion control plan in accordance with the SWPPP requirements in MAG, city, and Project documents.

The Contractor shall finalize the SWPPP before submitting to Construction Manager. All signatures required of the Contractor by the AZPDES Construction General Permit (CGP), including those required for the SWPPP, and inspection reports, shall be provided by a duly authorized representative of the Contractor, as defined in Part VIII.J.2 of said permit.

(B) Submittals:

The Contractor shall prepare and submit two copies of the SWPPP, including all information specified herein, to the city's Construction Manager at the pre-construction conference for approval. The SWPPP shall contain an executed letter of delegation which delegates the responsibilities for compliance with the Arizona Construction General Permit and Site Stormwater Pollution Prevention Plan to the Contractor.

Submission of the Contractor's NOI shall certify that the Contractor and its subcontractors have read and will comply with all provisions of the project specific SWPPP and the (current) ADEQ Arizona Pollutant Discharge Elimination System Construction General Permit (CGP).

The Contractor will include any additional revisions directed by the city's Construction Manager. The finalized SWPPP shall meet the terms and conditions of the CGP and be compatible with construction. Upon approval of the SWPPP, the Contractor shall file an NOI.

The Construction Manager may withhold the Notice to Proceed until an Authorization to Discharge from ADEQ has been issued to the Contractor, and a

copy has been provided to the Construction Manager.

(C) Contractor's Responsibilities

The Contractor shall review the existing conditions and project documents, evaluate all requirements for adequacy in addressing pollution prevention during construction, and prepare a SWPPP.

The Contractor shall designate the erosion control coordinator as an authorized representative of the Contractor in accordance with Part VIII.J.2 of the CGP. The erosion control coordinator shall be responsible for finalization and implementation of the SWPPP as well as all other applicable requirements of the CGP.

The SWPPP shall include all information required in the CGP, including, but not limited to, a site map; identification of receiving waters and wetlands impacted by the project; a list of potential pollutant sources; inspection schedule; inspection form; any onsite or off-site material storage sites; additional or modified storm water, erosion, and sediment controls; procedures for maintaining temporary and permanent erosion control measures; a list of the Contractor's "good housekeeping practices"; and other permit requirements as stipulated in the CGP as well as other applicable state or local programs.

The Contractor shall install erosion control measures as soon as possible in the construction sequencing of the project.

The SWPPP shall identify and address erosion and pollution control at on-site fueling operations, waste piles, material storage sites, concrete washout areas, off-site dedicated asphalt and concrete plants, Contractor-use areas, storage areas, and support activity locations which are used solely for the project and are covered by the CGP. The SWPPP shall accommodate all requirements for the Contractor's "good housekeeping" procedures. In addition, the SWPPP shall specifically identify the erosion control measures proposed by the Contractor during any vegetation removal and salvaging phases ofthe project.

The SWPPP shall specify the mechanism whereby revisions may be proposed throughout the project and incorporated into the plan, including review and approval procedure. The city's Construction Manager and Contractor shall jointly approve and sign each revision to the SWPPP before implementation. Any subsequent submittals required by the Contractor to revise or update the SWPPP may require at least 48 hours for review.

Contractors and subcontractors responsible for implementing all or portions of the SWPPP shall be identified, with contact information, in the SWPPP, along with the measures for which they are responsible.

No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP, shall be started until the SWPPP has been approved, the NOI completed and filed, copies of the NOI and Authorization to Discharge from ADEQ provided to the Construction Manager, and the SWPPP implemented. The Contractor shall post the ADEQ Authorization Number in a conspicuous location, near the

construction entrance or construction yard, whichever is more visible to the public.

The Contractor shall give attention to the effect of the Contractor's operations upon the landscape and shall take care to maintain natural surroundings undamaged and keep all operations within the project limits as defined on the plans.

The Contractor shall maintain all related erosion control elements in proper working order throughout the project. Work under this section also includes inspections, record-keeping, and implementation of "good housekeeping". If existing erosion and sediment control measures (BMPs) need to be repaired, modified or increased, implementation shall be completed within 7 calendar days or before the next rain event (whichever is sooner).

The approved SWPPP shall be updated whenever a change in design, construction method, operation, maintenance procedure, or other activity may cause a significant effect on the discharge of pollutants to surface waters, or when a change is proposed to the personnel responsible for implementing any portion of the SWPPP. The SWPPP shall also be amended if inspections indicate that the SWPPP is ineffective in eliminating or significantly reducing pollutants in the discharges from the construction site. All necessary modifications to the SWPPP shall be made within seven calendar days following the inspection that revealed the deficiency.

The Contractor’s erosion control coordinator shall maintain two copies of the SWPPP, in two separate binders, including amendments, completed inspection records, and all data used to complete the NOI, Notice of Termination (NOT) and any other AZPDES records in a three-ring binder. The SWPPP shall remain at the job site, or at the location identified in the SWPPP, from the time construction begins until completion of the project. The SWPPP shall be available for public inspection and for use by city staff.

Upon acceptance of the project, and after the Contractor has filed their NOT, the Contractor shall submit one complete copy of the SWPPP binder along with the as-built plans to the city’s Construction Manager and retain its own records for a period of at least three years from the filing of the Contractor’s NOT.

No condition of the CGP or the SWPPP shall release the Contractor from any responsibilities or requirements under other environmental statutes or regulations.

MEASUREMENT AND PAYMENT: Measurement and payment shall be at the contract unit rate and quantity included in the Schedule of Values and compensated under ITEM 800030 SWPPP

108.4 CONTRACTOR’S CONSTRUCTION SCHEDULE

General: Replace Section 108.4 with the following

A construction schedule shall be prepared, submitted to, and found acceptable by the city. The schedule shall identify the work to be performed, including the location and duration of planned activities. Submittal of the Schedule shall be made a minimum of seven days prior to the planned work to allow sufficient time for the city to review the request and to

schedule any necessary inspections.

The Contractor shall be responsible for payment for all contractor, engineer, and city overtime and off-hours inspection and testing services that occur outside the normal and accepted working hours due to the Contractor's negligence. Accepted working hours include any planned regular and overtime hours either specifically called out or implied by the construction schedule. Contractor will not be responsible for payment of overtime hours denoted in any construction schedule that is mutually agreed upon between the Contractor and the city, unless the overtime hours were caused by the Contractor's negligence.

Sequence: All underground work must be completed to the satisfaction of the Construction Manager prior to the start of any roadwork, unless the Contractor can provide a sequence of work schedule and traffic control plan which will demonstrate, to the satisfaction of the city, that neither traffic safety nor Contractor operations will be adversely impacted. The Construction Manager shall have total discretion and authority to accept or reject the Contractor's proposed sequence of work schedule and traffic control plan.

Coordination: The following items are particular to this project.

- The Contractor's work sequence and schedule shall be reviewed and approved by the Construction Manager before it is implemented.
- The Contractor shall perform all construction activities in a manner that allows vehicle access as defined under the City of Chandler Engineering & Design Standards Manual for Public Works Construction, Chapter 7 Traffic Barricade Design.
- Traffic lane closures and the setup of traffic lane closures shall be per the City of Chandler Engineering & Design Standards Manual for Public Works Construction, Chapter 7 Traffic Barricade Design.
- Construction work hours shall be in compliance with City of Chandler Code of Ordinances Part III.11-10.2 Construction Noise.
- The Contractor shall pothole far enough ahead of installation to verify the locations, depths and sizes of existing utilities and to accommodate alignment changes without incurring additional work or delay.
- Vehicular access to at least one driveway per property shall be always available.
- Pavement, roadways, and work areas will be cleaned every day at the end of shift and as needed for dust and stormwater pollution control to the Inspector's satisfaction.
- No excavated material will be stored on site unless immediately used for backfilling of the trenches on the same day when allowed by project documents.
- Contractor is responsible for providing a marshalling yard. All material shall be stored in the marshalling yard and will not be strung out along the project. The marshalling yard shall be coordinated between the contractor and yard's property owner. Adequate proof of coordination shall be provided upon request.
- Existing waterlines shall be shut down a maximum of six hours at a time. Existing services shall be shut down a maximum of two hours at a time. If this is

necessary, the Contractor shall notify the affected customers in writing seven days in advance. The Construction Manager shall approve of the shut down schedule and the notification letter prior to it being sent out. A second approved notice shall be delivered to the affected customers 48 hours in advance. The Contractor shall have all necessary equipment and personnel on site at the time of shutdown. Necessary equipment shall include pipe, pumps, fittings, etc.

- Existing waterlines and services shall remain operational until such time that the city has accepted new construction and authorized in writing, tie-in to the existing waterlines. Any deviation from the construction sequence must be presented to the city prior to construction. Contractor shall field locate tie-in points at no cost to the city. Tie-in to the existing system will be done after completing new waterline disinfection.
- Contractor shall also install construction meters as directed by the city at no additional cost to the city.
- All construction activity and disturbances shall be contained within the public right of way or limits of disturbance define on MAG, city, and project documents.
- All trees, plants, and their canopies not called out on the plans will be protected in place during construction. The Contractor shall adjust his installation methods to achieve this.

The Contractor shall be responsible for planning, scheduling and reporting the progress of the work as to ensure timely completion of the work called for in the contract. All schedules shall be computer generated created by critical path scheduling software.

The Contractor shall submit a complete critical path schedule for the entire project to the Construction Manager within ten (10) days of the date of execution of the Contract. The city will review and comment on the draft schedule and the Contractor will issue a final schedule with the city's comments incorporated within ten (10) days. Deviation from this schedule without written approval shall be considered a default to the contract.

The schedule shall include a complete critical path schedule to cover the Contractor's anticipated time schedule. The schedule shall include a detailed network diagram acceptable to the Construction Manager with the following features:

(A) The schedule shall be time-scaled in calendar days. All activities shall be plotted on their early start and finish dates. Activities shall not exceed 30 calendar days in length of time when detailed in each critical path schedule.

(B) The schedule shall show the order and interdependence of activities and the sequence of work as reflected in the schedule report as described below. The critical activities shall be prominently distinguished.

(C) The schedule shall include, in addition to all construction activities, such tasks as mobilization, demobilization, submittal and approval of samples of materials and shop drawings, procurement of significant materials and equipment, and fabrication of special items, traffic restrictions, as well as installation and testing, and interfacing with other projects/contractors/utility companies/etc.

(D) The schedule of activities shall be sufficiently detailed so that the Construction Manager can follow the sequence. For example, the activities shall show forming, reinforcing, and placement of concrete on the calendar days they are scheduled to be performed.

(E) The schedule diagram shall show for each activity the preceding and following event numbers and the description and duration of the activity in calendar days.

(F) The activities shall be organized and described so as to conform to the contract bid items.

(G) The diagram shall be accompanied by a schedule report of the network with a tabulation of the following data for each activity:

1. Preceding and following event numbers;
2. Activity description;
3. Activity duration;
4. Earliest start date;
5. Earliest finish date;
6. Latest start date;
7. Latest finish date;
8. Total float times;
9. Responsibility for activity (for example, Contractor, subcontractor, supplier, etc.;
10. Resource summary for each activity listing personnel, equipment and anticipated revenue.

The Contractor shall submit electronic copies of the updated overall project and reports/three-week project schedules in two-week increments commencing from notice to proceed in conformance with the following:

(A) The Construction Manager shall determine if the detailed network diagram and/or report requires revision in whole or in part and shall so inform the Contractor of noncompliance with contract schedule.

(B) In addition to the overall project schedule, the Contractor shall prepare a look ahead schedule to show the activities or portion of activities that are expected to be completed over the upcoming three weeks with anticipated start and finish dates. The contractor shall prepare a 3-week schedule for the project every week for review and approval by the city.

(C) The overall project report shall state the percentage ofrevenue actually earned as of the report date.

(D) The overall project report shall be accompanied by a narrative description of job progress, problem areas, current and anticipated delaying factors and their anticipated

effect, and any corrective actions proposed or taken. This report shall identify departures from earlier schedules and changes in logical sequence or logicalties.

(E) The report shall include a summary of all activities scheduled to begin in the next 3-week period that are critical path, those activities whose float has changed and those activities with less than ten-day float. The activities shall be sequenced by critical path activities, by least total float and by greatest float, respectively.

Acceptance of the Contractor's schedules by the Construction Manager is not to be construed as:

- Relieving the Contractor of his obligation to complete the contract work within the contract time
- Granting or rejecting Contractor requests for adjustments to the contractcompletion date
- Acceptance of claims for additional compensation.

Any time extension requests shall be processed in strict compliance with other relevant provisions of the contract.

No direct measurement or direct payment will be made of Contractor for costs relating to preparation and submission of schedules and reports and revisions thereto.

210 BORROW AREAS AND DISPOSAL OF EXCESS MATERIALS

General: Add the following:

It shall be the responsibility of the Contractor to import any necessary borrow material, and to dispose of excess excavated and unsuitable materials from the site per MAG Specification 210 as supplemented herein.

Where excess material is taken from, or is placed on land not specifically designated for the purpose, the Contractor shall furnish the city with a copy of the landholder's written consent (Also see Part B (5) – Permits). Trash, asphalt, concrete and non-soil materials shall be disposed of at County-designated public refuse disposal sites. All excess material shall be removed from the job site each day.

There shall be no separate payment for borrow or excess material.

PART C: MEASUREMENT AND PAYMENT

General: The section includes measurement and payment criteria applicable to the Work. The bid item will match the values listed on the bid schedule. Deviations to the measurement or payment methods listed will not be accepted without written approval from the city.

Quantities and measurements indicated in the Design Drawings and Contract Bid

Documents are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the city or Engineer shall determine payment.

If the actual Work requires more or fewer quantities than those quantities indicated, the Contractor shall provide the required quantities at the unit prices contracted.

The Contractor will perform and confirm all quantity measurements and compute quantities accordingly.

Contractor shall only apply the allowances listed on the bid schedule with written approval from the city.

Measurement of Quantities:

Measurement Devices:

- Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
- Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
- Metering Devices: Inspected, tested, and certified by the applicable State department within the past year.
- Measurement by Weight: Rolled or formed steel or other metal shapes shall be measured by handbook weight.
- Measurement by Volume: Measured by cubic dimensions using mean length, width, and height or thickness.
- Measurement by Area: Measured by square dimensions using mean length and width.
- Linear Measurement: Measurement by linear dimension, at the item centerline or mean chord.
- Lump Sum: Measure on a percent of complete basis.

Payment: Shall include full compensation for all required labor, materials, tools, equipment, transportation, services, and any other work described within these technical specifications.

Final payment for Work governed by unit prices will be made based on the actual measurements and quantities accepted by the city or Engineer multiplied by the unit price for Work, which is incorporated in or made necessary by the Work.

PART D: TECHNICAL SPECIFICATIONS

The following specifications are included to explain details of work not covered by applicable Standard Specifications.

ITEM 104101 PROJECT SIGNS

General: Contractor shall provide four (4) project signs in accordance with the General Conditions. The signs shall be installed at a location selected by the city Construction Manager.

Measurement and Payment: Payment for the project signs will be made at the unit price per each, as shown on the Schedule of Values, and shall be considered full compensation for all material, equipment, labor, and appurtenances to complete the work as described and specified herein.

ITEM 105801 CONSTRUCTION SURVEYING

MAG Section 105.8, Construction Stakes, Lines and Grades is deleted and the following inserted:

General: The Contractor shall furnish all materials, personnel, and equipment necessary to perform all surveying, staking, laying out of control lines and verifications of the accuracy of all existing control points which are delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona. Centerlines, right of way, property lines, public utility easements indicated on the drawings were provided by the city based on its GISmaps.

Staking Outline: Prior to beginning any survey operations, the Contractor shall furnish to the city Construction Manager 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 shall be a schedule which shows the sequencing of the survey and layout work, throughout the course of the contract, and a listing of percentage of completion for each month.

Field Books: The Contractor shall furnish field books to be used for recording survey data and field notes. These books shall be available for inspection by the city at any time and they shall become the property of the city upon completion of the work. In lieu of field books, the Contractor may submit a raw data file in a format acceptable to the city.

Survey Control Verification:

(A) Control Points (horizontal and vertical) - The existence and location of all survey monuments, benchmarks and control points shall be verified prior to demolition or construction activity. Immediately notify the city Construction Manager when location discrepancies greater than five-hundredths (0.05) foot horizontal or two-hundredth (0.02) foot vertical are found. All datum shall be accepted by the city.

(B) Control Lines - Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., shall be established and referenced by the Contractor

prior to construction.

(C) Temporary Benchmarks - Temporary benchmarks shall be established and referenced by the Contractor prior to construction.

Pre-Construction Location Survey: All existing features which are located prior to construction shall be 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 shall be relocatable after construction. Distances measured shall be within one-hundredth (0.01) foot.

(A) Survey monuments - All survey monuments that lie within the construction area that may be disturbed shall be referenced to a specific point on at least four (4) stable objects by distance measurement. Reference objects shall be located no greater than three hundred (300) feet from the survey monument referenced.

(B) Utility appurtenances - Utility line tie-in points and crossings shall be located and compared to the location shown on the Contractor's approved construction documents prior to installation. Deviations shall be noted on Contractor's As-Built set and relayed to Engineer and Construction Manager prior to any installation.

(C) Match Points and Removals - Verify the location (horizontal and vertical) of existing improvements to which the project will connect or demolish including pavement, curb and gutter, valley gutters, sidewalks, and aprons along the trench.

Construction Stakes: The Contractor shall set construction stakes and marks establishing line and grade for road work, curbs, gutters, structures, centerlines for utilities, and necessary appurtenances and other work as indicated in the Contract Documents and shall be responsible for their conformance with the plans and specifications.

The stakes shall be established in accordance with the following guidelines which represent the minimum standard and the Contractor shall provide additional stakes and controls necessary to perform the work. The Contractor shall 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 destroyed by any party. All stakes shall include stationing markings or labels.

(A) Curb and Gutter:

(1) Finish grade stakes shall be set to curb grade at twenty-five (25) feet intervals, at grade brakes, angle points, transitions, returns, driveways, alley entrances, sidewalk ramps, and other curb control points. The stakes shall be placed for line on a two (2) foot offset to the back of curb.
(2) Face of curb forms shall be checked for grade at flow line prior to placing concrete where longitudinal grades are one- tenth (0.10) percent or less.
(3) Face of curb forms shall match existing grade.

(B) Water:

All cuts will be to the invert of the pipe, given to the nearest one-hundredth (0.01) of a foot. On portions of the project in which the waterline must be realigned from the proposed grades, it must maintain a constant slope to a desired high point, the Contractor shall determine the high point invert based on existing topography and minimum cover. The Contractor will also determine pipe inverts and verify minimum cover is available along the segment of defined slope.

(1) Stakes for water will be driven flush with the existing ground, set on an offset at twenty-five (25) feet 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 two stakes. Each stake will include an offset and cut.
(3) Fire hydrants will be located with two (2) stakes per hydrant set parallel with the roadway five (5) 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. The invert of the hydrant must be level or higher than its tee.
(4) Water meters will be located with two (2) stakes per meter box set parallel with the roadway five (5) feet from the centerline of the meter. The stakes will be marked with the offset to the meter and indicated cut to the existing grade based on the elevation recorded prior to its demolition or modification.
(5) Cut sheets shall be supplied by the Contractor to the city Inspector.

When items to be staked out are in existing paving, nails driven into the pavement will replace the aforementioned stakes. Offset and cut information may be marked on the existing paving if the pavement will be sealed after construction. The Contractor's surveyor shall refresh or remark any information that becomes illegible prior to installation.

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 will order any or all the staking and layout work redone at no additional cost.

Measurement and Payment: Construction surveying will be measured as a single complete item of work and paid at the lump sum price indicated on the Schedule of Values, which shall be considered 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 shall be the basis on which monthly progress payments shall be made. This schedule shall

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 by the Construction Manager, the revised schedule will become the basis for payment. If the contract time is extended, the extension will not revise the lump sum price in the GMP.

ITEM 105802 CONSTRUCTION WORKING DRAWINGS AND GIS DATA

General: The Contractor shall be responsible for providing the project's working construction drawings to the Engineer for use in preparing the project's as-builts. Contractor's approved licensed land surveyor shall certify on the project working drawings that the field information collected and added to the working drawings is true and accurate. The Contractor shall also collect and provide GIS/GPS data as required per Exhibit F of the city's contract documents. Measurements and documentation shall be coordinated with the Engineer.

The Contractor is responsible for including information for all fittings, valves, deflections, and appurtenances on the as-builts. This shall include northing, easting, elevation, type, material, and size.

A full-size set of drawings shall be kept on-site and updated on a weekly basis with a red pencil or red ink to reflect any field adjustments, changes, omissions, additions, etc. as they occur on the project. The city Inspector will check the drawings and GIS data on a weekly basis to ensure all modified project elements have been properly recorded on the field plan set and GIS information has been collected on the installed improvements. The GIS/GPS data and redlines shall be submitted to the city's GIS Department and Engineer of Record monthly for incorporation into the city's GIS system and record drawings. The GIS/GPS data shall be provided in an ESRI file geodatabase format. The Contractor shall include a progress PDF of the working drawings, which includes information from his or her Surveyor with each pay application submitted to the city.

The city will provide the Contractor with the original bond plan sheets for use in preparing the working drawings. Information shall be shown on these sheets in **red opaque ink**, depicting the constructed dimensions, elevations, grades, and materials including locations of existing underground utilities found during construction.

The Contractor shall exercise extreme care in handling the originals. The Contractor's Surveyor shall seal the working drawings and return them to the city and Engineer in like condition. In the event the originals are damaged or determined by the city to be unacceptable, the Contractor shall replace the originals by contacting the design Engineer of record and have new drawings produced. All costs incurred as the result of replacing the originals shall be borne by the Contractor. The city will be the sole judge in determining whether the drawings are acceptable.

All work included in the contract documents as well as changes to the contract shall be noted as correct or modified by either checking off the information if it is correct, or by drawing a neat line through the original data and writing in the correct information in red

opaque ink if the information is incorrect. Unless noted otherwise below in the minimum working drawing requirement section, station/offset measurements will be from construction centerline/monument line both parallel and transverse to roadway; added items or location changes shall be physically drawn at revised or new locations on the drawings; and all measurements and stations should match the level of accuracy shown on the original design documents. If a value was not provided on the original design documents for the measurement in question, horizontal data shall be shown to the nearest tenth of a foot and vertical data shall be shown to the nearest hundredth of a foot.

The minimum requirements for working drawing acceptance is as follows:

(1) Project Drawing Quantity Notations: Any project drawing or quantity summary sheet that shows a quantity on it that is incorrect shall be corrected by drawing a neat line through the original quantity and writing in the correct information. When space on the drawing does not allow room to indicate the corrections, a separate table may be drawn on a separate sheet with reference on both plan sheets to the plan sheet that the table refers to or to the sheet where the table is located.

(2) Existing/New Utilities: All underground infrastructure utilities, whether depicted on the project plans or not, shall be verified, corrected or added to the drawings noting the beginning and ending station/offset location and elevation of utility relative to finished roadway grade or other identifiable ground or permanent roadway/project feature. Any electrical installation work for street lighting or power connection shall be located relative to construction centerline/monument line or relative to back of curb and gutter (whichever is closer) including the depth of the facility.

(3) Removals: Dimensions and/or other volumetric descriptions and station/offset location of all removed items.

(4) Curb/Gutter/Valley Gutter: Beginning and ending station/offset location of straight curb/gutter/valley gutter runs relative to construction centerline/monument line; flow line elevation; and station/offset location of PC’s and PT’s.

(5) Driveway/Alley Entrances: Beginning and ending station/offset including driveway wings.

(6) Roadway Pavement: Beginning/ending station and measured width of actual sawcut removal/tie-in to existing pavement locations.

(7) Pipelines: All stations, offsets, inverts, and dimensions shown on the plans will be located in the field before the new pipeline is backfilled and the field verified values will be shown on the drawings. When pipeline parallels the construction centerline/monument line, verify, or correct the perpendicular distance between the two. When pipeline angles relative to the construction centerline/monument line or is in a curved roadway section, measured straight pipe run distances, angle points, changes in size, fitting/tee locations tied-in with practical known construction centerline/monument line location or other easily verifiable permanent point. Distances between fittings are from fitting centerline. Fire

hydrant branch lines are to be located including bends. All project drawing pipeline cross-sections and profiles are to be corrected to reflect modified pipeline locations/alignments.

(8) Facilities Abandoned in Place: All waterlines, water valves, curb stops, and appurtenances abandoned in place, whether depicted on the project plans or not, shall be verified, corrected or added to the working drawings noting the beginning and ending station/offset location of waterline of each plan sheet.

The working drawings shall be certified by an Arizona Registered Land Surveyor hired by the Contractor. In addition to the monthly progress updates discussed above, the full and complete working drawings and an ESRI geodatabase file containing the Surveyor's shots shall be delivered to the city Construction Manager within thirty (30) calendar days from the date of final inspection and acceptance by the city of the work completed under this contract for each project area. Work under this bid item includes transfer of all information noted by the Contractor during the Construction Surveying section, to the on-site working drawing set. Final payment will be made only after submitted drawings are accepted by the city (see "Measurement and Payment" section of these technical specifications).

GIS/GPS Requirements: The Contractor shall also collect data as required to locate all proposed improvements, including buried fittings and deflections, and provide updated GIS/GPS data monthly as required per Exhibit F of the city's contract documents. Monthly updates will accompany the Contractor's pay applications.

Measurement and Payment: Construction working drawings and GIS/GPS data will be measured as a single complete item of work and paid at the lump sum price indicated on the Schedule of Values, which shall be considered full compensation for the work as described herein and required to clearly collect and indicate all specific installation information.

ITEM 105803 REMOVE AND REPLACE SURVEY MARKERS AND MONUMENTS

General: The Contractor shall be responsible removing and replacing survey markers and monuments damaged or disturbed during construction. Contractor's approved licensed land surveyor shall certify that any replacements provided are true and accurate. Measurements and documentation shall be coordinated with the Engineer. Conform to MAG Standard Detail 120 and match the existing survey marker type and enclosure.

Marker and monument locations will be marked with "straddlers" (four (4) nails with metal "shiners") driven into the pavement, placed in pairs approximately six feet apart and opposite to each other. Lines connecting opposing pairs shall form a ninety (90) degree cross with three-foot legs. The center of the cross will signify the exact location of the center of the marker or monument to be set. Markers and monuments will be drilled or punched after they have been set. A record of the new marker or monument and its location with respect to other adjacent markers and monuments shall be prepared by the A.R.L.S. and recorded.

Measurement and Payment: Marker or monument removal and replacement will be

measured paid for on an “each” basis as indicated on the Schedule of Values, which shall be considered full compensation for the work as described herein and required to provide all necessary construction, survey, and recording services.

If a marker or monument called out on the plans to be protected in place is damaged, it shall be replaced in accordance with this item’s requirements at no additional cost.

ITEM 321000 REMOVE AND REPLACE AC PAVEMENT

General: The city shall compensate the Contractor for removing and replacing AC Pavement as shown on the plans and/or as required. Any pavement section less than 48 inches in width will be considered a remnant and will be removed and replaced as part of the scope of this item.

Conform to MAG and COC Section 336 except as modified herein.

This section is specifically related, but not limited to the replacement of asphalt paving removed or damaged by the proposed improvements discussed in these specifications and the construction plans. It also includes the saw cut and removal of the existing asphalt concrete and its base along the proposed waterline alignments. The sawcut and removal of the asphalt concrete shall comply with MAG Sections 336 and 350 and as modified by the city’s latest revisions thereof. The Contractor shall sawcut the existing paving to accommodate the configurations defined in MAG Standard Detail 200 as modified on the plans. In addition, pavement remnants shall be replaced by the Contractor when the edge of the replacement is less than 48 inches from the edge of pavement.

Contractor shall provide the initial pavement sawcut or milling for trenching and then provide separate sawcuts for the T-top during pavement replacement. Prior to the installation of the new pavement, a tack coat shall be applied per MAG Specification Section 321. Tack coats shall also be provided between pavement lifts. Crack sealant shall be applied to the joint between the new and the old pavement prior to the application of the slurry pavement sealant.

The Contractor will be responsible to replace, at their cost, any and all damaged pavement outside the pay limits, due to their activities on the project. This includes, but is not limited to, the replacement of newly cracked pavement, the replacement of existing cracked pavement where the cracks have been widened, the replacement of any chipped or missing pieces of pavement, and the replacement of any deformed pavement. The pavement will be saw cut at right angles to the roadway, to encompass the replacement areas or at the direction of the city Inspector.

Set recessed steel plates over any open trenches in pavement including those for services and hydrants until final paving is completed.

All asphalt mixes shall be in accordance with the Chandler List of Approved Products, which includes city approved mixes from the East Valley Asphalt Committee (EVAC).

Chandler Boulevard, Erie Street, and Alma School Road will be treated as Arterials when selecting mixes.

Measurement and Payment: Pavement quantities are not shown on the plans. Measurement shall be at the square yard of pavement actually removed and replaced. Payment shall be at the contract unit rate as shown in the Schedule of Values. The construction progress of this item shall be monitored based on the Contractor's quantity take offs established during the development of the Schedule of Values.

ITEM 332200 SLURRY SEAL

General: Conform to MAG Section 332 and all other applicable sections except as modified herein.

The work covered by this specification will consist of furnishing all labor, equipment, and materials necessary to perform all operations required for the application of pavement preservation treatment.

The Contractor will apply slurry seal as shown on the construction plans in a manner that allows a minimum of 10 feet of vehicular access at all times. The application rate shall be per the manufacturer's recommendations. The surface treatment shall be rolled per the manufacturer's recommendations.

Contractor Experience: The Contractor shall be an experienced slurry seal applicator. The Contractor shall submit, during the pre-construction meeting, a list of at least three, recent, slurry seal projects completed within the last 24 months. The project list shall show the name of the project, name of the owner, address, telephone number of an appropriate party to contact, date and square feet application in each case.

Joints: Longitudinal joints in the slurry seal shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product. Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the slurry seal. Other suitable methods to avoid double placement of the slurry seal will be allowed. No excessive buildup, uncovered areas, or unsightly appearance shall be allowed on longitudinal or transverse joints. Hand tools shall be available to remove spillage.

Contractor shall sand intersections as directed by the Engineer to allow traffic to cross freshly placed slurry seal at intersections, business entrances/exits and other locations that cannot, in the estimation of the Engineer, be completely closed to traffic. Sand material will be the same aggregate used in the slurry seal mixture.

Quality: The mixture shall be uniform and homogeneous after placing on the surface and shall not show separation of the asphalt emulsion and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or

irregularities. No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excess oversized aggregate develops, the job will be stopped until the Contractor can prove the situation has been corrected. Adequate means shall be provided to protect the slurry seal from damage by traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to or be picked up by the tires of vehicles.

Rollers: Rollers shall be self-propelled rubber-tired rollers (9-12 ton). The roller shall be equipped with an operating water spray system. The resurfaced area shall be subjected to a minimum of two (2) full coverages by the roller. Rolling shall not commence until slurry has cured enough so that the slurry will not pick up when rolled. It shall be rolled until all ridges have been ironed out and a uniform surface is obtained. Rollers shall have an operating strobe light or rotating beacon.

Test Sample: At the city's request, the Contractor shall construct a test strip. The test strip shall be 300 feet to 500 feet long and shall consist of the approved mix and application courses. The test strip shall be constructed at either at night or early morning and shall cure and be open to traffic within 75 minutes of application. The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor, and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

Cleaning and Notification: The Contractor shall be responsible for providing the street cleaning, "No Parking" posting, and traffic control. Contractor shall place signs as directed by the Engineer to notify residents of any scheduled street closures. Signs shall be constructed per plans. The Contractor shall place temporary no parking signs on scheduled collector and residential roadways to be slurry sealed 48 hours in advance of the application. There will be a minimum of ten per block per side or enough to provide clear and concise information to ensure no residential parking on scheduled roadways.

The Contractor shall notify all emergency services residents, apartment managers, post offices, schools, and businesses by handbill 48 hours in advance of any street restriction that will affect access to their property. The Contractor shall present the handbill to the city Construction Manager or designee for approval, prior to its distribution to the public. The handbill will include the month (non-numeric) and dates expected for the restrictions. For Monday work, the handbill shall be distributed the preceding Thursday. For Tuesday work, the handbill shall be distributed the preceding Friday. Should work not occur or be completed on the specified day, a new handbill will be distributed by the Contractor. The cost shall be incidental to the project. Re-notification shall be a minimum of 24 hours in advance. For rain days, the Contractor may "pre-notify" the public of potential non-work in lieu of re-notification.

The Contractor shall be responsible for all cleanup of the work areas and staging areas. The

Contractor shall be responsible for covering and uncovering all structure covers, such as manholes, valve, and monument covers. All street (full width and gutters) shall be swept by self-propelled pick-up sweeper no sooner than 24 hrs after slurry seal placement is complete. All areas will be swept to the satisfaction ofthe inspector.

Area Omissions: All areas temporarily omitted by the Contractor during normal operations shall be logged and a list of the missed areas (addresses or intersections) given the inspector before the start of the next day's work.

Repair of Early Distress: If bleeding, raveling, delamination, rutting, or wash boarding occurs within 60 days after placing the slurry seal, the Contractor shall diligently pursue repairs by a method proposed by the Contractor and approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

Patching: Areas that require patching shall be full lane width or as directed by the inspector. Patching will be limited to one side of the street at a time.

Measurement and Payment: Application shall be measured parallel to the surface, by the square yard regardless of application thickness. Payment will be per the bid price indicated on the Schedule of Values, which will be considered full compensation for that work complete as described herein and shown on the plans.

ITEM 337000 FILL AND SEAL PAVEMENT CRACKS

General: Conform to MAG Section 337 and all other applicable sections except as modified herein.

The work covered by this specification will consist of furnishing all labor, equipment, and materials necessary to repair all existing cracks in the roadway and the joints between new and existing pavement prior to sealing the roadway.

The Contractor shall repair cracks that are ¼" – 1" wide with hot rubber sealant or cold pour sealant. Submit sealant for approval. Cracks that are 1" and wider shall be patched with hot mix asphalt instead of sealant. Submit mix for approval. Fill and seal a sample section of street 100' long for approval by the city Inspector before proceeding with the rest of the project.

Measurement and Payment: Filling and sealing pavement cracks will be measured as a single complete item of work and paid at the price per linear foot as indicated on the Schedule of Values regardless of crack width, which shall be considered full compensation for the work as described herein.

ITEMS 340001 THROUGH 340451 CURB AND GUTTER, SIDEWALKS, AND VALLEY GUTTERS & APRONS

General: Comply with MAG and COC Section 340 except as modified herein.

The Contractor shall verify and match the thickness, dimensions, color, finish, joint spacing, rebar, and transitions of the existing curb, curb and gutter, sidewalk, valley gutter, apron, and driveway on either side of the removal. The minimum new concrete sidewalk and driveway thickness shall be 4 and 8 inches, respectively. The new and existing concrete pavement shall be separated by a sealed flexible construction joint. The Contractor shall submit a joint layout for any concrete pavement for approval by the city prior to its installation. In addition, Contractor shall furnish all labor, equipment, and material necessary to remove the existing concrete improvements. Remove existing improvements to the nearest joint unless a full replacement is required on the plans.

Contractor shall submit color and finish samples to the city Construction Manager for approval if color and/or finish of existing concrete feature is anything other than smooth or broom finished concrete.

The Contractor shall match existing pavers or other driveway material removed to match the existing driveway in kind. When replacing pavers, the existing stone will be stored, protected and reused. The replacement asphalt pavement shall be a minimum of 3-inches thick or match the thickness of the existing drive if greater.

Measurement and Payment for Item 340001 Curb and Gutter, MAG Std. Det. 220 Type "A": Measurement of curb and gutter shall be made per lineal foot. Payment shall be made per lineal foot removed and installed and shall include materials, forms, finishing, excavation, transport, equipment, labor and all other work or items necessary or incidental for completion of the item.

Replacement due to Contractor damage shall not be included in the measurement for Payment. Curb and gutter quantities are not shown on the plans for water services. Measurement shall be based on quantities actually removed and replaced. Payment shall be at the contract unit rate as shown in the Schedule of Values. The construction progress of this item shall be monitored based on the Contractor's quantity take offs established during the development of the Schedule of Values.

Measurement and Payment for Item 340041 Roll Curb and Gutter, MAG Std. Det. 220 Type "C": Measurement of roll curb and gutter shall be made per lineal foot. Payment shall be made per lineal foot removed and installed and shall include materials, forms, finishing, excavation, transport, equipment, labor and all other work or items necessary or incidental for completion of the item.

Replacement due to Contractor damage shall not be included in the measurement for Payment. Roll curb and gutter quantities are not shown on the plans for water services. Measurement shall be based on quantities actually removed and replaced. Payment shall be at the contract unit rate as shown in the Schedule of Values. The construction progress of this item shall be monitored based on the Contractor's quantity take offs established during the development of the Schedule of Values.

Measurement and Payment for Item 340200 Sidewalks: Removal and replacement of sidewalks shall be measured in square footage of concrete to the nearest joint. Cost will

include modifications to standard details as required to match existing conditions. This item will include removing and replacing existing access ramps in kind. Payment shall be made for each square foot of sidewalk removed and installed and shall include materials, forms, finishing, excavation, transport, equipment, labor and all other work or items necessary or incidental for completion of the item.

Replacement due to Contractor damage shall not be included in the measurement for Payment. Sidewalk quantities are not shown on the plans for water services. Measurement shall be based on quantities actually removed and replaced. Payment shall be at the contract unit rate as shown in the Schedule of Values. The construction progress of this item shall be monitored based on the Contractor's quantity take offs established during the development of the Schedule of Values.

Measurement and Payment for Item 340400 Valley Gutter and Concrete Aprons: Each replacement of concrete valley gutter and its aprons shall be measured per item and replaced to their original dimensions. Payment shall be made at the contract unit price for each square foot of valley gutter and aprons removed and installed and shall include materials, forms, finishing, excavation, transport, equipment, labor and all other work or items necessary or incidental for completion of the item.

ITEM 340900 SPEED HUMPS

General: Comply with MAG and COC Section 321 except as modified herein.

The Contractor shall saw cut and remove a portion of the existing speed hump and its underlying paving prior to the waterline installation. After replacing the paving to match the adjacent road, the Contractor shall mill the new pavement before placing the new hump. The Contractor shall verify and match the existing hump's longitudinal profile, maximum height, width, drainage openings, and markings. The maximum height of the hump shall not exceed 0.27 feet.

Measurement and Payment: Measurement shall be per each lineal foot of speed hump removed and replaced regardless of the total hump length and width, which will match the hump that was replaced. Payment shall be made at the contract unit price for each linear foot of hump replaced and shall include documenting the existing hump dimensions, sawcut, materials, markings, excavation, transport, equipment, labor and all other work or items necessary or incidental for completion of the item.

Replacement due to Contractor damage shall not be included in the measurement for Payment. Linear feet of hump replacement quantities are not shown on the plans. Measurement shall be based on quantities actually removed and replaced. Payment shall be at the contract unit rate as shown in the Schedule of Values. The construction progress of this item shall be monitored based on the Contractor's quantity take offs established during the development of the Schedule of Values.

ITEM 350000 ABANDONMENT OF PIPE

General: The abandonment of pipe shall be performed in accordance with MAG Standard Specifications Section 350 except as modified herein.

MAG Subsection 350.2.1 Utilities is modified to REPLACE the second paragraph with the following:

“The Contractor shall furnish all materials, labor, supervision, and equipment required for the orderly abandonment of existing waterline piping, fittings, and other appurtenances as shown on the drawings and described herein.

Abandonment shall be accomplished in a neat and careful manner so as not to damage adjacent improvements or unnecessarily interfere with existing operations.

The Contractor will confirm existing waterline materials during his potholing activities. Abandoned waterlines located under roadway pavement shall be pumped full of an approved grout mixture. The locations of these waterlines are shown in the construction drawings. The waterlines shall be completely filled, leaving no voids or air spaces. Grout shall be injected in an upslope manner to remove trapped air. The Contractor shall provide additional portals as required by the city for proper venting or verification of the abandonment. Portals shall be a minimum of six inches in diameter. Abandonment shall be limited to 500 feet in length and only increased in 100-foot increments with the city Inspector’s prior approval. Grout shall be pumped to an open discharge point or pipe end that is the same diameter as the piping being abandoned. Pumping pressures shall not exceed 50 psi and shall be constantly monitored for the entire duration of the abandonment. Should the pumping pressure exceed 50 psi, the abandonment length will be reduced to maintain acceptable pressures. The Contractor shall accurately as built the materials used and limits of the abandonment. Abandoned pipe shall be capped per details on the plans after the section is filled.

Flowable fill grout for abandoned waterlines shall be 1/2 sack cement, 3 sack ash with Darafill sand slurry. Grout mix shall be the following or approved equivalent:

Rock/Sand 0/100

	UNIT	WEIGHT	VOLUME	S.G.
Cement ASTM-C150 Type I/II/V	lbs/yd^3	47.00	0.24	3.15
Micro Silica Fume	lbs/yd^3	282.00	2.12	2.13
Concrete Sand	lbs/yd^3	2250.00	14.03	2.57
1” Concrete Rock	lbs/yd^3	0.00	0.00	2.66
1/2" Concrete Rock	lbs/yd^3	0.00	0.00	2.66
3/8” Concrete Rock	lbs/yd^3	0.00	0.00	2.60
Fine Sand	lbs/yd^3	120.00	0.74	2.60
Water Added In Mix	lbs/yd^3	333.00	5.34	
Darafill (17% Air)	ozs/yd^3	3	4.59	
TOTALS		3032.00	27.05	

Slump: 8” +/- 1”

Sand used in the mixture shall be composed only of hard, strong, durable, uncoated grains of quartz and shall be free from extraneous substances.

Measurement and Payment: Measurement for the grouting of pipe shall be made on a lineal foot basis and include filling the existing piping shown with grout. Quantities for the abandonment of the existing valves and air valves along the existing pipe are not defined on the plans. They will be measured on an “each” basis per the Contractor’s Schedule of Values based on quantities actually abandoned. Payment for the grouting of existing pipe shall be by lineal foot and the abandonment of existing valves shall be on an “each” basis as single complete units of work. Payment shall include materials, labor, supervision, and equipment required for the abandonment of existing waterline piping, shut off valves, air valves, fittings, grout injection, and other appurtenances as shown on the drawings and described herein.

ITEM 350200 REMOVAL OF PIPE

General: This work shall include removal of asbestos cement pipe (ACP) at locations where it is exposed during other work and the removal of all piping materials as required to install the new improvements as called out for removal on the plans.

The Contractor shall furnish all permits, labor, equipment, and material necessary to remove and dispose of the existing piping including ACP water main. When the existing piping is ACP, the Contractor shall obtain and comply with the National Emission Standard for Hazardous Air Pollutants (NESHAP) permit as administered by Maricopa County. The Contractor shall be licensed to handle ACP pipe and dispose of hazardous waste. Documentation that the ACP was delivered to a landfill and that the landfill is allowed to accept ACP shall be provided.

Measurement and Payment: Measurement for payment shall be per linear foot of water main removed and disposed of completely regardless of size or material. Payment for this item includes all excavation, trenching, removal, hauling, disposal, asbestos mitigation, and all associated fees.

Removal quantities are not shown on the plans. Measurement shall be based on quantities actually removed. Payment shall be at the contract unit rate as shown in the Schedule of Values. The construction progress of this item shall be monitored based on the Contractor’s quantity take offs established during the development of the Schedule of Values.

ITEM 350700 REMOVE FIRE HYDRANT AND PIPING TO GATE VALVE

General: Comply with MAG Section 350 except as modified herein.

If there is a period between the commissioning of the new fire hydrants and the demolition of the existing hydrants, the Contractor shall fit the existing hydrants with

"Out of Service" signs in accordance with COC Standard Detail C-303.
The existing hydrants shall be removed before the adjacent roads are repaved, sealed, and slurry sealed. The Contractor shall remove the existing hydrant marker in the roadway and seal any voids caused by the removal.

Measurement and Payment: Measurement shall be per fire hydrant assembly removed regardless of the length of the piping and number of fittings between hydrant and its shut off valve. Payment shall be made at the contract unit price for each removal and shall include removal of the hydrant and piping between it and its shut off valve, abandonment of the shut off valve, disposal of removed hydrants and piping, labor and all other work or items necessary or incidental for completion of the item.

ITEM 350800 DEMOLITION OF EXISTING WATER VAULT AND BACKFLOW PREVENTION ASSEMBLY

General: The existing water vault and backflow prevention assembly shall be demolished in accordance with all applicable federal, state, and local requirements. The existing water vault shall be demolished by removing the top 2 feet of the structure and backfilling it with ½ sack CLSM. Prior to the removal of the backflow prevention assembly, the Contractor shall coordinate with the city to determine if any portions of the existing assembly should be salvaged. If required, the Contractor shall deliver any salvaged components to a location determined by the city. Any remaining materials and components that the city does not wish to salvage shall be demolished and disposed of in a landfill. Manifest copies shall be provided to the city for all materials and components removed and disposed of under this or any other bid item.

Measurement and Payment: Measurement shall be made on a per each basis and include the demolition of the existing water vault and backflow prevention assembly. In addition, this item will include filling the existing water vault with ½ sack CLSM. Payment for the demolition of the existing water vault and backflow prevention assembly shall be on an "each" basis as a single complete unit of work. Payment shall include materials, labor, supervision, and equipment required for the abandonment of the existing water vault, backflow prevention assembly, piping, valves, and other appurtenances as shown on the drawings and described herein.

ITEM 401000 TRAFFIC CONTROL (ALLOWANCE)

General: Conform to MAG Section 401, City of Chandler Section 401, City of Chandler Traffic Barricade Design Manual 7 and the Manual of Uniform Traffic Control Devices, as supplemented herein.

Description: Delete text in MAG Section 401.1 and insert the following:

This bid item is for all barricades, message boards, signs, flagmen, etc. needed to keep traffic moving through the worksite and to provide the following:

- Vehicular access to a minimum of one driveway per property always.

- At least one lane shall always remain open on local streets.
- At least one lane of traffic in each direction will always remain open on Alma School Road.
- Provide variable message boards along Alma School Road in both directions two weeks before and during the work that occurs within that road.

All traffic control signing, haul routes and barricading plans will be submitted to the Inspector for approval prior to starting the work and all Contractor changes to the plans will be approved by the city prior to implementation.

The Construction Manager and the city's Traffic Department must approve any noncompliance with these requirements in writing. The Contractor shall not disturb traffic outside normal working hours. The Contactor shall not leave any trenches or excavation open outside normal working hours. Only with the Construction Manager's approval will this be allowed. Open trenches shall be covered with recessed plates in a manner acceptable to the Construction Manager.

The Contractor shall notify the Inspector seven days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping, and removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

Measurement and Payment: Measurement of all traffic control work as described herein and as required for the project will be measured based on the units and unit prices shown in the approved Schedule of Values based on the effort actually applied to the project. Payment for all traffic control work and devices, including road plates, will be paid for through ITEM 401000 TRAFFIC CONTROL (ALLOWANCE). Payment will be considered full compensation for the work complete as described herein, illustrated on the plans, and as modified or instructed on-site by city staff. Adjustments to approved traffic control plans, barricading or signing to accommodate specific on-site needs are included based on the units and unit prices shown in the approved Schedule of Values that are applicable to the traffic control work performed.

ITEM 401010 OFF-DUTY OFFICERS (ALLOWANCE)

General: Conform to MAG Section 401, City of Chandler Section 401, City of Chandler Traffic Barricade Design Manual 7 and the Manual of Uniform Traffic Control Devices, as supplemented herein.

Description: When the use of an off-duty police officer is required and approved by the city, the Contractor shall attempt to schedule a Chandler officer through the following website:

https://chandlerazpd.gov/extra-duty

If a Chandler officer is not available, an officer from another jurisdiction may be used.

Any plans to use an off-duty officer must be submitted to the city Inspector for approval prior to starting the work. All Contractor changes to the plans will be approved by the city prior to implementation. The Construction Manager and the city's Traffic Department must approve any noncompliance with these requirements in writing.

The Contractor shall notify the Inspector seven days in advance of the time work will be started in areas requiring an off-duty officer.

Measurement and Payment: Measurement of off-duty officers as described herein and as required for the project will be measured based on the units and unit prices shown in the approved Schedule of Values based on the actual officer hours applied to the project. Payment will be paid for through ITEM 401010 OFF-DUTY OFFICERS (ALLOWANCE). Payment will be considered full compensation for the work complete as described herein and, on the plans, and as modified or instructed on-site by city staff.

ITEM 401100 REMOVE AND RESET STREET SIGNS

General: Conform to MAG Section 401, City of Chandler Section 401, City of Chandler Traffic Barricade Design Manual 7 and the Manual of Uniform Traffic Control Devices, as supplemented herein.

The Contractor shall replace any signs or posts damaged during their removal and storage. The Contractor shall install the sign in a temporary location if requested by the city. If the city desires to update the sign after it has been removed, the city will supply a new sign for the Contractor to install in lieu of the original.

Measurement and Payment: Measurement shall be per each sign removed and reset regardless of the sign's size and type. Payment shall be made at the contract unit price for each sign and shall include documenting the existing sign's condition and dimensions, removing the sign prior to construction, providing a temporary sign during construction, resetting the sign after construction including and new base, materials, excavation, equipment, labor and all other work or items necessary or incidental for completion of the item.

ITEM 402000 RE-STRIPE ROADWAY PAVEMENT

General: The work covered by this specification will consist of furnishing all labor, equipment, and materials necessary to replace existing roadway striping, markings, and symbols in kind after the application of slurry seal.

Replacement striping, markings, and symbols shall be thermoplastic and be installed per city requirements, ADOT Standards, and MUTCD. Prior to beginning construction, the Contractor shall photo document and measure all existing striping, markings, and symbols. Copies of this documentation shall be delivered to the city before work starts.

Measurement and Payment: This work will include the replacement of any striping or pavement markings damaged or covered with slurry during construction. It will be

measured as a single complete item of work regardless on striping width, length, and coating system. It will be paid at the lump sum price indicated on the Schedule of Values, which shall be considered full compensation for the work as described herein and illustrated on the plans. The construction progress of this item shall be monitored based on the Contractor's quantity take offs established during the development of the Schedule of Values.

ITEM 430000 LANDSCAPE AND IRRIGATION SYSTEM (ALLOWANCE)

General: Conform to MAG Section 430 and 440 except as modified herein.

The removal, replacement, and repair of private or public landscaping and landscape irrigation. This work includes the restoration of hardscape, landscaping, irrigation improvements required by service connections, the installation and removal of fire hydrants, and the waterline construction. This work shall also include coordination with the city and property owners to identify and coordinate modifications to keep the existing irrigation system layouts operational and to restore them to properly operational systems. The Contractor shall notify the city and property owners of any impact or damage to their landscaping irrigation system that occurs during construction. The irrigation system shall not be out of order for more than 24 hours. After a private landscaping and/or irrigation system has been restored the Contractor shall operate the system successfully in the presence of the city Inspector and Homeowner.

Any landscaping features, landscaping or native plants, and irrigation equipment damaged or removed during construction, within the city Right of Way, private Right of Way, or private property during construction shall be restored. The Contractor shall replace any existing landscape and/or irrigation improvements in kind per MAG and COC specifications and these technical specifications. Should two or more of these guidelines conflict, the more stringent specification will apply as directed by the city. Landscape features shall include but not be limited to grading, decomposed granite, lawns, ground coverings, plants, trees, cacti, lighting, mailboxes, boulders, private signs, decorative curb, patios, railroad ties, landscape walls, hardscape, private pavement, concrete, flood irrigation berms, plastic weed barriers, and other structures. All features not defined by these technical specifications and its referenced specifications shall be replaced in kind to the satisfaction of the city and Owner.

Section 430.2 shall be appended as follows:

Landscaped areas shall be smooth graded to match pre-construction conditions. Imported soil shall conform to MAG section 795.2.

Decomposed Granite Area:

Decomposed granite shall match the existing materials. The Contractor shall confirm that a sufficient quantity is available so that the entire area will be of the same composition and appearance. The Contractor shall furnish a sample to the city Inspector for approval of color and appearance.

Tree, Shrub, and Ground Cover Planting: The Contractor shall comply with MAG Section 430.

Native Plants: Any protected native species shall be protected in place or relocated per the city and State provisions. The Contractor will be required to contact the Arizona Department of Agriculture, Plant Services Division.

Plant Establishment Period: Section 430.13 shall be modified as follows:

A Plant Establishment Period shall not apply to this project. Any correction of defective work of plants, lawns or trees planted as part of this project shall be covered by the one-year workmanship warranty established in the General Conditions.

Irrigation Pipe Installation: Modify Section 440.6 as follows:

Class or schedule of irrigation piping shall be equivalent to the existing material damaged or removed during construction.

Valves, Valve Boxes, and Special Equipment Installation: Append Section 440.4 as follows:

All remote-control valves, gate valves, or globe valves unless otherwise indicated shall be installed in suitable plastic or other type valve access box of proper size as required for easy access to the valve. Access boxes shall be complete and constructed of plastic or other approved type material. Valve boxes shall be AMETEX or equal approved by the city inspector. All valve boxes shall be installed with a six (6) inch minimum pea gravel sump.

Sprinkler Head Installation and Adjustment: Modify Section 440.5 as follows:

Bubbler heads as referred to in the MAG Specifications shall also mean emitter heads, whichever is damaged or removed during construction. All bubbler and/or emitter heads shall be equivalent to the existing equipment damaged or removed during construction.

The Contractor shall be responsible for head adjustment for a period of ninety (90) days as described in the establishment period below.

Flushing and Testing: Append Section 440.10 with the following:

The Contractor shall test the irrigation system and any backflow prevention systems in the presence of the city Inspector. Contractor shall notify Inspector of the testing schedule three working days prior to testing.

Arborist: The Contractor shall enlist the services of a certified arborist to evaluate the impacts of trenching or boring beneath the canopy of existing trees. Prior to construction, the Contractor, the Contractor's Certified Arborist, and the city Inspector,

will walk along the proposed service alignment and agree on the pruning limits required during installation and the areas that root protection will be required. Tree branches to be trimmed shall be flagged. Areas where root protection is required will be flagged off.

Trees with canopies which conflict with the service installation shall be trimmed only to the extent needed to install the new line. Trimming shall be done with a hand saw and to a lateral branch. Stub cutting is not permitted. Trimming shall be monitored by the Arborist.

In areas where roots may be present, excavation shall be done by hand or in a non-destructive manner approved by the city. The proposed service will be tunneled under all large roots. The Contractor shall contact the city Inspector and Arborist 24 hours prior to exposing roots to arrange for a site visit to review field and exposed root conditions prior to placement of the service. The Contractor's Arborist shall photograph each crossing and make additional recommendations according to the situation. The Contractor shall wrap exposed large roots in wet burlap to avoid dehydration. The burlap will be kept wet as long as the roots are exposed. Smaller roots may be trimmed with Arborist approval by hand using clean cuts that are wetted until backfilled. Trenches shall be backfilled with native soils as soon as possible to protect roots. Trenches containing roots shall not be left open longer than 24 hours.

Should the irrigation system serving trees be rendering inoperable during construction, the Contractor shall provide temporary irrigation as directed by the Arborist.

Measurement and Payment: The Contractor shall provide landscape and irrigation restoration for all work under the allowance amount indicated on the Schedule of Values based on the time and materials actually applied to the project. This payment will be considered full compensation for the work complete as described herein and, on the plans, regardless of the type or size of removals and replacements.

ITEM 440007 BACKFLOW PREVENTER ASSEMBLY

General: Conform to City of Chandler Standard Details No. C-311 and C-315 except as modified herein.

Piping, fittings, valves, concrete pads and supports shall be installed in accordance with city standards. All models and manufacturers for the proposed equipment are to be pre-approved by the city prior to being ordered.

The above ground portions of the backflow prevention assemblies 4-inches and larger shall be painted "Desert Tan". The prime coat shall be Tnemec Series N69 Hi-Build Epoxoline II per manufacturer's instructions. The finish coat shall be Tnemec Series 1095 Endura-Shield per manufacturer's instructions.

The Contractor shall provide locks for the backflow prevention assemblies, as specified

by the city. The lock key shall be turned over to the Property Owner.

The 6-inch backflow prevention assembly shall be shaped in an n-Pattern and installed in a vertical flow up and vertical flow down configuration, to fit within a compact space. Contractor shall prepare shop drawings of all piping and fittings associated with the backflow prevention assemblies that illustrate that the proposed assembly fits in its enclosure and/or proposed location for the Engineer to review prior to ordering.

The Contractor will hire a certified and city approved testing company to test and provide passing test results for city documentation. Test results shall be provided to the city and Property Owner.

Measurement and Payment: Payment for all backflow prevention assemblies and their enclosures will be based on a unit cost per each unit installed. This unit cost shall include all piping, fittings, valves, pads, enclosures, supports, locks, and tests required for a functional assembly.

ITEM 505600 INSTALL REINFORCED THRUST COLLAR

Description: This specification covers the installation of reinforced thrust collars at the locations indicated on the plans. Thrust Collars shall be per the detail provided in the plans. Collar forms, rebar, and megalug or ring placement must be inspected and approved by the city before concrete is ordered.

Before installing the new piping where a collar is required, the Contractor will confirm that there is sufficient pipe length/space for the collar installation between the proposed tie-in point and new features such as fittings or valves. The Contractor shall submit an RFI for any desired adjustment in advance of the work in that area. Contractor shall provide concrete cure time required for concrete to reach the design minimum compressive strength prior to pressurizing the waterline.

Measurement and Payment: Measurement of reinforced thrust collars shall be made on each basis with the number as identified in the plans regardless of the size of collar installed. Payment shall be made at the contract unit price per each thrust collar installed and shall include material, excavation, compaction, formwork, placement of reinforcement, concrete, restraints, labor and all other work or items necessary or incidental for completion of the item.

ITEM 515252 INSTALL GUARD POST FOR BACKFLOW PREVENTION ASSEMBLY

General: This item applies to guard posts at locations where backflow prevention assemblies are in an open area. Conform to City of Chandler Standard Detail C-105 and MAG Standard Detail 140. The guard posts shall be Type 1 permanent bollards.

Measurement and Payment: Measurement of guard posts shall be made on an “each” basis with the number as identified in the plans. Payment shall be made at the contract unit price per each guard post installed and shall include material, excavation,

compaction, formwork, placement of concrete and guard posts, and all other work or items necessary or incidental for completion of the item.

ITEMS 610131 THROUGH 610132 SERVICE LINE CONNECTIONS

General: This item applies to the new service line between the water main tap and the new water meter. Conform to MAG and City of Chandler Standard Detail C-301 and Section 610 except as modified herein.

Meter Service Connections: Delete text of MAG Section 610.13 and insert the following:

Taps on new water mains will be made by the Contractor prior to testing and disinfection of the new line. Service piping will be extended from the tap and connected to the new meter. Meter service piping shall be type K soft copper or blue PEX-A tubing and will be installed by mechanical/pneumatic underground boring or open cut construction. All service tubing shall be continuous in length when possible. If the length required on the plans is too long to be continuous, restrained joints approved by the Construction Manager shall be used. All copper pipe, tubing, and fittings shall conform to MAG 754. Deflections in copper and PEX tubing shall not exceed the maximum angle recommended by the tubing's manufacturer. If a deflection that exceeds the manufacturer's recommendations is required, additional deflections will be used to obtain the required angle.

PEX tubing shall meet the requirements of AWWA C904. All fitting and valves on tubing shall be brass, NSF certified, and meet the requirements of AWWA C800. PEX-B, PEX-C, PEX-D and PE-RT tubing are not allowed on this project. PEX tubing shall not be exposed to UV light prior to being installed in trenches and backfilled. All trenches must be backfilled or plate covered at the end of each workday. Allow 1/8" of slack per linear foot of PEX tubing. Connect PEX tubing to other piping or tubing materials using Sharkbite universal brass push-on fittings or approved equivalent. Wrap fittings in silicone wrap prior to burial. Tape 1" on each side of fitting and provide a ½" overlap with each wrap around the fitting. All PEX tubing shall be installed with tracer wire per MAG Section 632. Wrap the tracer wire around the tubing or secure it with approved 8 mil poly tape. Tracer wire shall be grounded to the corp stop where mainline tracer wire does not exist. Strip the end of the tracer wire 6" minimum and wrap around the corp stop for proper contact and grounding.

The Contractor shall coordinate the shutdown of existing services with the Construction Manager, Inspector, and the Property Owner.

The Contractor will replace all disturbed landscaping and irrigation improvements in kind. All areas behind the curb or edge of pavement shall be hand dug or excavated using a walk-along trencher unless otherwise agreed upon by the city and Property Owner. The trench width shall be limited to 8 inches and the total disturbance width shall be limited to 3 feet. All trenches will be backfilled or barricaded at the end of each day. All disturbances to existing structures and landscape features as defined per the Landscape and Irrigation System Modification section shall be repaired or replaced to the Property Owner's satisfaction at the expense of the Contractor. When replacing improvements in

kind, the Contractor shall give the Property Owner the opportunity to approve the plants or materials before they are installed. If there are any landscape features in the location of a proposed meter or backflow prevention assembly, the Contractor shall relocate the landscape features. The new location of the landscape features shall be approved by the Construction Manager, Inspector, and the Property Owner. The Contractor shall always maintain driveway access to homes. Trenches shall be covered with recessed plates as soon as they are cut across a driveway. No trenches will be excavated outside normal working hours.

Any pavement, concrete, curb, curb and gutter, sidewalk, driveway, walls, fences, and/or pads damaged during the installation of a service, meter, backflow prevention assembly, or meter box must be replaced in kind to the satisfaction of the city in accordance with applicable sections of these specifications. The Contractor may choose to jack and bore or jet a water service pipe under the curb, gutter, sidewalk, and other features to minimize the restoration requirements. Trenchless installations are shown for some services on the plans but the Contractor may install additional services using a trenchless technology with prior city approval. Trenchless installation approvals may vary from area to area and/or lot to lot and are not guaranteed. The Contractor shall prepare a boring plan and profile for each trenchless service installation per COC Std. Det. C-112 for review and approval. All existing utilities that cross the service must be potholed prior to the preparation of the bore profile.

All new water services will include a new meter and box. The meter will be supplied by the city and installed by the Contractor and the existing meter will be salvaged back to the city. The meter box will be supplied and installed by the Contractor. The construction plans indicate when a meter must be relocated. For each service, the Contractor will:

- Coordinate the final meter box location with the home or business owner when a relocation is called out on the plans.
- Locate the existing water service alignment.
- Install 1” type K copper or PEX-A tubing from the new meter location to the existing private service tubing/piping at the original meter unless noted otherwise on the construction plans. When a meter and box are installed in the same location as the existing assembly, the Contractor shall maintain a 1’ offset between the existing water service alignment and the new water service alignment.
- Pressure test the new tubing and its connections hydrostatically or pneumatically per the International Plumbing Code.
- Flush all new public and private service tubing for 2 minutes. Flushing shall be performed such that water is flushed away from existing building connections.
- Remove the existing meter and box
- Install the new meter and box
- Make the required compression fitting connections between the new meter, the new water service, and the existing or new downstream private water service.
- Restore the surface to match its surroundings

The Contractor shall provide all fitting, couplings, and bushings required to connect to existing private piping.

New meter boxes and covers shall be set to match the surrounding grades. Existing meters and meter boxes to be removed shall be removed in their entirety and disposed of in a landfill. The Contractor shall deliver all existing meters to the city within seven days of their removal with completed city supplied paperwork and forms that include meter number and final reading.

New services in which the water meter and box are relocated shall maintain a 6-foot separation from existing sewer services. The Contractor shall locate sewer services prior to the installation of water service lines. If it the proposed meter and box location does not satisfy the 6' requirement, the Contractor shall propose a new location for review and approval by the city and Engineer.

When a meter and box are installed in a different location than the existing assembly, the Contractor shall run new continuous 1" Type K copper or PEX-A tubing between the new and existing locations. After the existing meter box is removed and disposed, the opening shall be backfilled with compacted ABC. The surface shall match the existing surrounding surface type and grade.

Measurement and Payment: New water service connections shall be made at the price for each service type as indicated on the Schedule of Values which shall be considered full compensation for all materials and services necessary to complete the work as shown on the plans. This cost will include materials, piping, service saddles, corporation stops, service lines, meter installation, boxes, covers, appurtenant fittings, trenching, backfill, compaction, installation, landscaping, labor and all other work or items necessary or incidental for completion of the item. Keynotes on the project drawings indicate the service size and if a new meter and meter box will be installed in the existing location or a new location.

Pavement, curb and gutter, and sidewalk quantities are not shown on the plans for water services. Measurement shall be based on quantities actually removed and replaced. Payment shall be at the contract unit rate as shown in the Schedule of Values. The construction progress of this item shall be monitored based on the Contractor's quantity take offs established during the development of the Schedule of Values.

Potential boring quantities are shown on the plans for water services on an "each" basis. Since the Contractor may perform additional trenchless installations, measurement for borings shall be based on quantities actually performed on the project. Payment shall be at the contract unit rate as shown in the Schedule of Values. The construction progress of this item shall be monitored based on the Contractor's quantity take offs established during the development of the Schedule of Values.

ITEM 610140 PRIVATE SERVICES (CUSTOMER SIDE)

General: This item specifically applies to locations on the project in which an existing meter and box are in an alleyway. In these locations, a new box and a new meter will be placed at the right of way. A new service will be run from the new meter to the property's house connection or a point on the property's private water line between the existing meter and house connection. Conform to the International Plumbing Code, unless otherwise modified by the construction documents. This item includes the following work:

- Homeowner visits and coordination
- Installation of the proposed service between the new meter and connection point
- Removal of the existing meter and box
- A new ball valve at the house connection when noted on the plans
- A new backflow prevention assembly or pressure vacuum breaker when noted on the plans
- A new sleeve for private services running under pavement, hardscape or turf when noted on the plans
- Any required adaptions, reducers or couplings
- Connection to the house feed or existing service
- The work defined by the keynotes provided in the Volume 2 plumbing plans
- Restoration of any landscaping or irrigation damaged during the installation of the private service.

Before starting the installation of the new service, the existing public and private services shall be exposed near the existing meter and building connection and measured. Notify the Engineer of the field measurements a minimum of five working days prior to installation for size and pipe material verification. All new public services shall be 1-inch in diameter or shall match the existing service size if greater than 1-inch, see the Private Service Size Table on Sheet G-003 in the plumbing construction drawings. All new private services shall be the size shown on the plumbing plans or shall match the existing service size, whichever is larger.

All private piping to be abandoned shall be cut and capped 2 feet below grade at the existing meter and proposed tie-in location shown on the plans. Existing water meter boxes in the alley shall be removed in its entirety and disposed at a landfill. The remaining opening shall be backfilled with compacted ABC. The surface shall match the existing surrounding surface type and grade.

All private service line shall be type K copper or PEX-A tubing that shall be continuous in length when possible. If the length required on the plans is too long to be continuous, compression joints approved by the city shall be used. Compression joints may only be installed in open areas that are accessible and approved by the city inspector. All copper pipe, tubing, and fittings shall conform to MAG 754. Deflections in type K copper tubing shall not exceed the maximum angle recommended by the tubing's manufacturer. If a deflection that exceeds the manufacturer's recommendations is required, additional deflections will be used to obtain the required angle. PEX tubing shall meet the requirements of AWWA C904. All exposed tubing shall be type K copper. All fitting and

valves on private tubing shall be brass, NSF certified, and meet the requirements of AWWA C800. PEX-B, PEX-C, PEX-D and PE-RT tubing are not allowed on this project.

The plans may call out to connect the proposed private service to the existing tubing at a specific point to minimize disruptions to a property. Prior to making this connection, the Contractor shall verify that the existing private service tubing material is acceptable to the city. If it is not a city approved pipe material, the Contractor shall notify the Construction Manager and Inspector immediately to determine the next steps.

The Contractor shall budget three (3) visits and their required coordination for each property that will receive a private service. The first visit will be used to schedule the work with the homeowner, coordinate its details, and confirm the existing service diameters. The Contractor will review the proposed service alignment with the homeowner and determine the service's required diameter based on the size of the existing service and its fire sprinkler system requirements (if applicable). The second visit will be used for the installation of the new service. Due to the schedule of the main line installations, a third visit may be required to connect the private service at the new meter in the right of way and at the house connection or tie-in point. The third visit would also be used to remove the existing meter and box and cutoff the abandoned service piping.

The Contractor will replace all disturbed landscaping and irrigation improvements in kind. All areas shall be hand dug or excavated using a walk-along trencher unless otherwise agreed upon by the city and Property Owner. The maximum trench width shall be 8 inches and the total surface disturbance width shall be limited to 3 feet. All trenches will be backfilled or barricaded at the end of each day. All disturbances to existing structures and landscape features shall be repaired or replaced to the Property Owner's satisfaction at the expense of the Contractor. Payment for landscape replacement associated with private service replacement shall be included in the per foot service installation cost.

When replacing improvements in kind, the Contractor shall give the Property Owner the opportunity to approve the plants or materials before they are installed. The Contractor shall always maintain driveway access to homes.

The Contractor may install service piping by open trench excavation and boring as needed to avoid existing improvements. The service piping will be installed at a minimum depth of thirty inches. All installations under paving, hardscape, structures, and walls will be installed by boring unless noted otherwise on the plans and approved by the city.

The Contractor shall coordinate the shutdown of existing services with the city and the Property Owner. The existing water service shall be shut down a maximum of two hours at a time. If a shutdown is necessary, the Contractor shall notify the affected customers in writing seven days in advance. The Contract Administrator shall approve of the shutdown schedule and the notification letter prior to it being sent out. A second notice shall be delivered to the affected customers 48 hours in advance. If the existing water service is shutdown longer than the allowable time, a $500.00 penalty will be assigned for each 15 minutes of additional time or portion thereof that the water service is shut down.

All newly installed services shall be flushed for three minutes before they are connected. Flushing shall be performed such that water is flushed away from existing building connections.

Existing services that are to be intersected by new services or waterline shall remain in service until the Contractor is prepared to make the proposed connection. The Contractor shall provide and install any necessary reducers, expansions, or couplings necessary to connect to the existing plumbing. Prior to connecting to the existing service, the new service shall be pneumatically pressure tested per the International Plubming code. Should the existing plumbing fail during the connection, the Contractor shall repair the failure at no additional cost.

All work performed shall be warrantied for a minimum of 1 year from final acceptance. Any repair or replacement work required during the 1-year warranty period shall be handled by the Contractor at no additional cost to the city or Property Owner. The Contractor's cost under this item shall include coordination with Property Owners on warranty issues.

Measurement and Payment: The private service shall be paid for on a lump sum basis as indicated on the Schedule of Values which amount shall be considered full compensation for all materials and services necessary to complete the work as shown on the plans. This item includes the installation of connections, tubing, removals, salvage, replacements, restoration, and appurtenant fittings. Finally, this cost will include any private paving, private curb, private curb and gutter, hardscape, or driveway materials removed and replaced due to the installation of the proposed services. The Contractor shall attempt to protect existing curb, hardscape, and driveways by boring under them. The Contractor shall prepare a boring plan and profile for each trenchless service installation per COC Std. Det. C-112 for review and approval. All existing utilities that cross the service must be potholed prior to the preparation of the bore profile. Should the existing surface improvement crack during boring, it shall be removed and replaced between the nearest joints.

Any work required to be performed but not shown on the plans or work in excess of the plan quantities, shall be compensated under ITEM 610145 PRIVATE SERVICES (CUSTOMER SIDE) EXTRA WORK ALLOWANCE. Prior city approval must be provided before extra work is performed

ITEMS 610150 RESIDENT ITEM RELOCATION (ALLOWANCE)

General: Contractor shall attempt to notify residents if their personal items will need to be relocated prior to construction. If residents are unresponsive or unable to relocate these items, Contractor will relocate these items on behalf of the resident.

Measurement and Payment: The measurement and payment for the relocation of property shall be an allowance based on the value shown in the Schedule of Values and billed on a Time and Materials basis. Contractor shall be compensated for labor, equipment, materials and subcontractor costs related to the temporary relocation of these

resident items.

ITEMS 610304 THROUGH 610316 WATERLINE CONSTRUCTION

General: Waterline construction shall conform to MAG and COC Sections 610 and 611, MAG Section 750, and AWWA C900 as supplemented herein. Gate valves and combination air/vacuum valves shall conform to MAG and COC Section 630 as supplemented herein.

Materials: Delete text of Section 610.3 and insert the following.

Water distribution lines shall be constructed of 4, 6, 8, 12, and 16-inch Ductile Iron Pipe (DIP) or C900 PVC. The 16-inch piping, piping that requires additional protection for sewer crossings, and the piping in vertical realignments must be DIP. All ductile iron pipes shall have bell and spigot joints unless otherwise noted on the construction plans. All proposed waterline joints shall be restrained as required by the construction plans. Refer to the City of Chandler List of Approved Products, latest edition for approved pipe materials and joint-restraining materials. Connections to existing waterlines shall include the required fittings or adapters needed to connect to piping made of different materials, different diameters, and/or out of round pipe. Although the construction plans were prepared based on ductile iron pipe, C900 PVC is an acceptable alternative pipe material.

Section 610.6.1 shall be appended as follows:

The installation of all DIP will include the application of blue polyethylene protection wrap (polywrap) per AWWA C105. Use polywrapped DIP fittings and restraints on all PVC installations. Thrust blocks are not allowed on this installation. PVC piping shall be restrained with joint restraints based on the restrain lengths called out on the plans in accordance with the City of Chandler List of Approved Products, latest edition.

Proposed waterlines shall be installed in 20’ straight pipe segments with joint deflections less than manufacturer’s recommendations in curved alignments unless otherwise noted on the plans. Joint deflection shall always be less than 4 degrees.

The minimum pressure class of all waterlines shall be Class 350 and fittings shall be Class 250.

All proposed waterlines shall be installed at the depths shown on the plans. The minimum cover shall be 36 inches for 6” and 8” pipe and 48 inches for 12” and 16” pipe, unless specifically noted otherwise on the plans or as required to avoid existing utilities. Depths less than the minimum cover must be approved in writing by the city prior to installation.

Construction Methods: Modify Section 610.4 as follows:

Trenching, backfilling, and compaction shall be in accordance with this Section and the detail provided in the project drawings.

All compaction efforts within public right-of-way will be Type I per Table 601.2 unless otherwise noted. Compaction testing will be as required by the city Inspector or his authorized representative. Backfill in 4-inch loose lifts and mechanically compact. City will provide initial compaction testing. Contractor will be responsible for correcting any compaction deficiencies and Contractor shall pay for any subsequent compaction testing required by the city to correct deficiencies.

Connections to existing ductile iron piping shall include long body sleeves with Megalug connections on each side of the sleeve. Connections to existing asbestos cement and cast-iron piping shall be made with a pre-approved Romac or Hymax coupling that is only restrained on the new piping or ductile iron side on the coupling and is accompanied by a thrust collar.

Polyethylene protection wrap (polywrap) shall not be placed on piping until immediately before placing pipe in the trench.

No excavated or backfill material shall be stockpiled in the right of way. Roadway shall be cleaned and swept at the end of each day to the satisfaction of the city Inspector.

Cut-In Connections to Existing Mains: Append MAG Section 610.11 with the following:

The existing waterlines affected by this project shall be shut down a maximum of six (6) hours at a time. If a shutdown is necessary, the Contractor shall notify the affected customers in writing seven days in advance. The Construction Manager shall approve of the shutdown schedule and the notification letter prior to it being sent out. A second notice shall be delivered to the affected customers 48 hours in advance. Shutdowns may be scheduled at night to reduce the effect on customers at the city's request. The Contractor shall be responsible for payment for all overtime and off-hours inspection, testing services, and labor burden that occur outside the normal and excepted working hours indicated herein.

For water service connection taps, see the applicable technical specification.

The city does not guarantee all shutdowns will be completely dry. The Contractor shall have adequate pumping equipment to keep trenches free of water during all shutdowns.

Measurement and Payment: Measurement for payment shall be in linear foot of pipe. This item shall be inclusive of the new pipe, fittings, restraints, locator wire, trenching, bedding, and backfill.

ITEM 610600 CUT AND CAP EXISTING PIPING

General: Conform to MAG and COC Sections 610 as supplemented herein.

This item shall incorporate all cuts, caps, plugs, and blind flanges called out by location on the plans.

The installation of pipe plugs/caps/blind flanges shall include cutting and removing any piping required to install the proposed plugs. Buried plugs shall include capping the end of pipe in accordance with MAG Standard Detail 427. Any plugs that will be exposed to pressure shall include a thrust block in accordance with MAG Standard Detail 380. Any caps at existing valves shall include a blind flange with the same pressure rating as the existing valve. All materials between cuts shall be removed and disposed of in accordance with Federal, State, and Local Government requirements.

Measurement and Payment: The cost for all materials, concrete, cutting, removing pipe, and any other costs described above are to be included under the cost of each cut and cap as indicated on the Schedule of Values regardless of pipe size and material.

ITEM 610700 WATER AND SEWER PROTECTION

General: Conform to MAG and COC Sections 610 as supplemented herein.

The Contractor shall verify the minimum vertical and horizontal separation is present when the proposed water crosses and an existing sewer service or sewer line. When the clearance is not available, the Contractor shall notify the city and recommend an encasement or vertical realignment for review and approval. When an encasement is required or called out on the plans, it will be installed in accordance with MAG Standard Detail 404. The encasement forms and reinforcing must be inspected and approved before it is poured.

Measurement and Payment: Measurement for payment shall be in linear foot of concrete encasement per MAG 404. This item shall be inclusive of the locating and exposing existing piping, concrete, reinforcement, forms, finishing, transport, equipment, labor and all other work or items necessary or incidental for completion of the item.

ITEM 610800 FIRE HYDRANT

General: Conform to MAG and COC Sections 610 except as modified herein.

The Contractor’s surveyor shall stake out all the project’s hydrants in advance of trenching activities. Based on this staked location, the Contractor shall verify that the proposed hydrant location satisfies the city’s required hydrant clearances. If it does not, the Contractor will propose an alternative location. The city Inspector will then review all the proposed and alternative hydrant locations and final adjustments will be made based on the city’s input.

The installation of a new fire hydrant shall include its roadway marker.

Measurement and Payment: Measurement shall be per each number of hydrants

installed. Payment will be at the unit price for the installation of each hydrant complete in place and in operating condition. The unit price of each hydrant shall include staking, reviewing, and adjusting the hydrant locations, postings, the installation of restrained piping from the water main tee to the hydrant, the shut off valve, and the hydrant pavement marker.

ITEM 610900 FIRE RISER

General: This item applies to fire risers. Conform to City of Chandler Standard Detail FD102.

Measurement and Payment: Measurement shall be per each number of fire risers installed. Payment will be at the unit price for the installation of each fire riser complete in place and in operating condition. The unit price of each fire riser shall include staking, reviewing, and adjusting the fire riser locations, the installation of piping and fittings from the backflow prevention assembly to the fire riser, the fire riser, and the fire department Siamese connection.

ITEM 619902 WATER METER ASSEMBLY (4”) AND CONCRETE METER VAULT

General: The 4” water meter assembly and concrete meter vault shall conform to MAG and COC Standard Specifications Sections 610 and 725, and COC Standard Detail C-316, except as modified by the construction plans and details. Water meter assemblies will be provided by the city and installed by the Contractor. This item shall incorporate the vault, footing, crushed rock floor, seals, lids, hatches, and vents.

The Contractor shall prepare shop drawings of the proposed vault and its contents for approval prior to ordering it. These drawings will be based on the existing meter assemblies provided by the city and the fittings and piping the Contractor intends on installing within them to verify their interior dimensions. The penetration locations within the vault walls shall be based on potholing data collected by the Contractor. The joints between the valves’ hatches, lids, and vertical sections shall include mastic seals.

Measurement and Payment: Measurement for and payment for these items will be based on unit cost per each water meter assembly and vault installed and shall include the installation of the provided water meter assembly, piping, fittings, restraints, piping supports, and valves within the meter vault; forms, finishing, excavation, transport, equipment, labor and all other work or items necessary or incidental for completion of the item. The Contractor shall pick up the meter assembly at a location specified by the city and deliver them to the project site.

ITEMS 630306 THROUGH 630316 VALVES

Valve boxes shall comply with City of Chandler Section 630, Chandler Standard Detail C-307, and MAG Standard Detail 391 for cast-iron valve boxes. The boxes shall include a top section, and adjustable extension of length required for depth of burial of valve, a locking lid with the lettering “water”, a bottom section with a base of an appropriate size

to fit over valve, and an approximately 5-inch-diameter barrel. Valve box lids shall include a pentagonal bolt pattern.

Measurement and Payment: Measurement of shut off valves shall be made on an "each" basis with the number and size as identified in the plans. Payment shall be made at the contract unit price per each valve installed and shall include material, excavation, concrete supports, restraints, box and cover, concrete ring, extension of locator wire within valve boxes, labor and all other work or items necessary or incidental for completion of the item.

ITEMS 630401 THROUGH 630407 TAPPING SLEEVE & VALVES

Tapping sleeve and valve installations shall be in accordance with MAG Standard Detail 340. All sleeves shall be 360-degree, full circle sleeves that are made of 14-gauge 304 stainless steel. The sleeve's gasket will be a minimum of ¼ thick and permanently attached. All hardware will also be stainless steel. The Contractor shall level and compact the soils under the footprint of the tapping machine and verify the weight of the machine does not hang on the TS&V during installation.

Measurement and Payment: Measurement of tapping sleeves and valves shall be made on an "each" basis with the number and size as identified in the plans. Payment shall be made at the contract unit price per each sleeve and valve installed and shall include material, excavation, tapping, concrete supports, restraints, sleeve, valve, box and cover, concrete ring, labor and all other work or items necessary or incidental for completion of the item.

ITEMS 630517 REMOVE AND SALVAGE EXISTING INSERTION VALVES

General: The Contractor shall remove and salvage existing Mueller PermaSeal Insertion Valves. The Contractor shall deliver the salvaged valves to a location determined by the city. Removal of the insertion valves shall consist of cutting the existing pipe 2 feet away from the valve on each side. Both remaining ends of the existing pipe shall be capped as defined per the Cut and Cap Existing Piping section.

Measurement and Payment: Measurement shall be per each insertion valve removed. Payment shall be made at the contract unit price per each insertion valve removed and shall include material, excavation, bedding, ½ sack backfill, caps, delivery of salvaged components, labor and all other work or items necessary or incidental for completion of the item. These items shall also include removing the insertion valve in accordance with the manufacturer's recommendations.

ITEM 630600 COMBINATION AIR/VACUUM VALVES

All combination air/vacuum valves shall be 2-inches and per the City of Chandler list of approved products. All combination air/vacuum valve assemblies shall comply with COC Standard Detail No. C-319.

Measurement and Payment: Measurement of combination air/vacuum valves shall be made on an “each” basis as identified in the plans. Payment shall be made at the contract unit price per each valve installed and shall include material, excavation, tapping, service saddle, tubing, fittings, valves, supports, meter boxes, concrete supports, labor and all other work or items necessary or incidental for completion of the item.

ITEM 800000 MOBILIZATION/DEMOBILIZATION

General: The city shall compensate the Contractor for a one-time, round-trip mobilization/demobilization of the contractor’s personnel equipment, supplies and incidentals, safety supplies, small tools, establishment of offices, buildings, and other facilities required for the performance of the work on the project, including preparatory work and operations prior to the commencement of the work on the project site.

Measurement and Payment: Payment for mobilization/demobilization will be by lump sum as a single complete unit of work. Payment shall be made in equal one-third portions. The first payment will be paid with the Contractor’s initial billing. The second payment will be made when the total payments to the Contractor for the pay items, exclusive of payments for mobilization/demobilization, equal greater than one-half of the initial contracted amount, exclusive of mobilization/demobilization. The remaining one-third will be paid as part of the final payment due to the Contractor upon final acceptance of the project.

ITEM 800010 GENERAL CONDITIONS

General: The city shall compensate the Contractor for supervision including Project Superintendent, Assistant Project Superintendent, Project Manager, and Project Engineer. Additionally, city shall compensate the Contractor for providing storage containers, project signs, portable toilets, pre and post construction photos, dumpster(s), potable water and ice, end-of-project clean up and associated dump fees. Finally, if pre-approved by the city, the Contractor shall be compensated for a site office trailer and its associated utilities, construction yard rental fees, IT equipment and monthly fees, monthly office equipment costs, and cleaning services.

Measurement and Payment: Measurement shall be by the Month (“MO”). Payment shall be at the contract unit rate and quantity included in the Schedule of Values and billed monthly following the Notice to Proceed until Final Completion.

ITEM 800040 DAILY SITE MAINTENANCE AND SWEEPING

General: The city shall compensate the Contractor to perform Daily Site Maintenance and Sweeping on the Project.

Measurement and Payment: Measurement shall be by the Month (“MO”). Payment shall be at the contract unit rate and quantity included in the Schedule of Values and billed monthly following the Notice to Proceed until Final Completion.

ITEM 800050 NEIGHBORHOOD NOTIFICATIONS (ALLOWANCE)

General: The city shall compensate the Contractor for notifying residents of upcoming work. Services under this allowance will include placing door hangers and sign placement on streets prior to slurry seal application.

Measurement and Payment: Payment shall be paid at the lump sum price indicated on the Schedule of Values.

ITEM 800060 PRIVATE PROPERTY LOCATE SERVICE (ALLOWANCE)

General: The city shall compensate the Contractor to locate utilities on private property.

Measurement and Payment: Payment shall be based on cost of work plus the approved markup structure on the Schedule of Values.

ITEM 800070 FLOOD IRRIGATION – PROTECT & REPAIR (ALLOWANCE)

General: The city shall compensate the Contractor all costs related to locating, protecting (shoring and supports), and repairing private and SRP flood irrigation lines encountered on the project.

Measurement and Payment: Payment shall be based on cost of work plus the approved markup structure on the Schedule of Values.

ITEM 800090 PRIVATE SEWER SERVICE REPLACEMENT (ALLOWANCE)

General: It is anticipated that existing sewer services in the vicinity of the project were constructed using “Orangeburg” pipe which may require replacement. As a result, the city will compensate the Contractor to repair or replace sections of private sewer services that are in unsatisfactory condition and encountered during construction. The Contractor shall repair or replace sections of a private sewer service at no cost to the City if the existing service is damaged during construction due to the Contractor’s negligence. If the Contractor hits a sewer service during excavation or does not support an existing sewer properly when crossing under it, the Contractor will be responsible for the replacement cost.

Measurement and Payment: Payment shall be based on cost of work plus the approved markup structure on the Schedule of Values.

ITEM 800100 CONSTRUCTION CONTINGENCY

General: This item shall be reserved for compensation of the Contractor by the city using the Construction Contingency. This item shall be used as provided for in General Conditions 15.4.1.

Measurement and Payment: Payment shall be as provided for in General Conditions 15.4.1 and the cost of work plus the approved markup structure on the Schedule of Values.

ITEM 9000000 OWNER'S CONTINGENCY

General: This contingency will cover work not described above and as directed by the Owner. The Contractor will be required to receive city approval prior to using the allowance. A detailed proposal including the cost, implementation plan, materials, labor, subcontractors, and schedule shall be submitted to the city for review and approval.

APPENDIX A

GEOTECHNICAL EVALUATION

Geotechnical Evaluation
Chandler Water Main Replacement 2022
Various Locations
Chandler, Arizona

GHD

4747 North 22nd, Suite 200 | Phoenix, Arizona 85016

April 28, 2023 | Project No. 607398001

Geotechnical | Environmental | Construction Inspection & Testing | Forensic Engineering & Expert Witness

Geophysics | Engineering Geology | Laboratory Testing | Industrial Hygiene | Occupational Safety | Air Quality | GIS

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

35+ YEARS

April 28, 2023
Project No. 607398001

Mr. Bill Roberts, PE
GHD
4747 North 22nd Street, Suite 200
Phoenix, Arizona 85016

Subject: Geotechnical Evaluation
Chandler Water Main Replacement 2022
Various Locations
Chandler, Arizona

Dear Mr. Roberts:

In accordance with our proposal dated March 10, 2022, and your authorization, Ninyo & Moore has performed a geotechnical evaluation for the above-referenced site. The attached report presents our methodology, findings, conclusions, and recommendations regarding the geotechnical conditions at the project site.

Ninyo & Moore appreciates the opportunity to be of service to you on this project.

Respectfully submitted,
NINYO & MOORE

Registered Professional Engineer (Civil)
CERTIFICATE NO.
62212
KENNETH
RUSH III
Date Signed 4/28/2023
ARIZONA U.S.A.

Kenneth Rush, III, PE
Senior Engineer

Steven D. Nowaczyk, PE
Managing Principal Engineer

KR/SDN/tlp

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1 INTRODUCTION

In accordance with our proposal dated March 10, 2022, and your authorization, we have performed a geotechnical evaluation for the proposed Chandler Water Main Replacement 2022 Projects to be located in Chandler, Arizona. The purpose of our evaluation was to assess the subsurface conditions at the project sites in order to provide geotechnical recommendations for design and construction. This report presents the results of our evaluation, and our geotechnical considerations and recommendations regarding the proposed construction.

2 SCOPE OF SERVICES

The scope of our services for this project generally included:

- Reviewing readily available geotechnical data, aerial photographs, and published geologic literature, including maps and reports pertaining to the project site and vicinity.
- Obtaining City of Chandler (COC) permission to conduct the field work.
- Conducting a geologic reconnaissance of the site.
- Marking out the boring locations at the project site and notifying Arizona 811 of the boring locations prior to drilling.
- Arranging for a private utility locator to evaluate underground utilities at our boring locations east of Alma School Road due to unknown location of private irrigation line.
- Arranging for appropriate traffic control services to be implemented during our field work activities.
- Drilling, logging, and sampling 21 exploratory borings to depths ranging from approximately 9 to 15 feet below ground surface (bgs). The boring logs are presented in Appendix A.
- Collecting soil samples in the borings at approximately 2.5 and 5.0-foot intervals using ASTM International (ASTM) Methods D1586 (Standard Penetration Test with split-spoon barrel sampling of soils) and D3550 (ring-lined barrel sampling of soils) for laboratory testing and analysis.
- Performing laboratory tests on selected samples obtained from the borings to evaluate in-situ moisture content and dry density, gradation, Atterberg limits, maximum density, consolidation, and corrosivity characteristics (including pH, minimum electrical resistivity, and soluble sulfate and chloride contents). The in-situ moisture content and dry density results are presented on the boring logs in Appendix A. The remainder of the laboratory test results are presented in Appendix B.
- Preparing this report presenting our findings, conclusions, and recommendations regarding the design and construction of the project.

Our scope of services did not include environmental consulting services such as hazardous waste sampling or analytical testing at the site. A detailed scope of services and estimated fee for such services can be provided upon request.

3 SITE DESCRIPTION

The project sites are located within the Arrowhead Meadows, Tyson Manor, and Sunset Manor subdivisions in Chandler, Arizona (Figure 1). Arrowhead Meadows is located southwest of Erie Street and Alma School Road; Tyson Manor is located northwest of Erie Street and Alma School Road; and the Sunset Manor site is located northwest of Chandler Boulevard and Hartford Road. At the time of our evaluation, the sites consisted of residential properties with collector streets, except Alma School Road and Chandler Boulevard, bordered by residential and commercial properties.

According to the Chandler, Arizona 7.5-Minute United States Geological Survey Topographic Quadrangle Map (2021), the Arrowhead Meadows site is at an average elevation of roughly 1,201 feet relative to mean sea level (MSL), the Tyson Manor site is at an average elevation of 1,204 feet relative to MSL, and the Sunset Manor site is at an average elevation of 1,207 feet relative to MSL. Based on information from this topographic quadrangle map, the ground surface at the site vicinity gently slopes from the east to the west.

4 AERIAL PHOTOGRAPH REVIEW

Aerial photographs dated 1937 through 2022 from the Maricopa County website, Google Earth and Historic Aerials website were reviewed for this project. A summary of the observations noted for each aerial photograph is presented in Table 1:

Table 1 – Summary of Aerial Photograph Review

Photograph Date(s)	Site	Adjacent Properties	
1937, 1949, 1953	All three subdivisions depicted as agricultural land. Alma School Road, Galveston Street, Hartford Street and Chandler Boulevard alignments. Scattered residential properties.	North:	Agricultural land.
		South:	Agricultural land.
		East:	Agricultural land and residential development.
		West:	Agricultural land.

Table – Summary of Aerial Photograph Review			
Photograph Date(s)	**Site**	**Adjacent Properties**	
1959, 1961, 1962, 1967, 1970-1982, 1984	Tyson Manor, and Sunset Manor depicted as partially developed. Arrowhead Meadows remains agricultural land until 1961. Arrowhead Meadows Park.	North:	Commercial and residential properties. Scattered agricultural parcels.
		South:	Commercial and residential properties. Scattered agricultural parcels.
		East:	Commercial and residential properties. Scattered agricultural parcels.
		West:	Agricultural land.
1986, 1993, 1996, 1998, 2000-2022	All three subdivisions depicted as similar to current conditions.	North:	Commercial and residential properties.
		South:	Commercial and residential properties.
		East:	Commercial and residential properties.
		West:	Commercial and residential properties.

5 PROPOSED CONSTRUCTION

The project includes the design and construction of new water mains in Chandler, Arizona within the three subdivisions previously described. We understand the new construction will service the surrounding residential and commercial properties in the area. The new water mains are assumed to have invert elevations on the order of 10 feet bgs, or less. Traditional cut-and-cost construction techniques are assumed to be used over much of the alignments; however, trenchless (jack-and-bore) methods may be implemented at larger intersections or key project locations.

Arrowhead Meadows will have 6,900 linear feet of water main replacement. Water main replacements will generally occur within Erie Street, Comanche Drive, Apache Drive, and Chippewa Place. The main line along Chandler Boulevard will remain; however, new service will be connected to this existing line.

Tyson Manor will have 6,585 linear feet of water main replacement. Water main replacements will generally occur within Erie Street, Flint Street, Tyson Street, Oakland Street, Tulsa Street, Galveston Street, Pleasant Drive and Alma School Road. The main line along Jay Street will remain; however, new service will be connected to this existing line.

Sunset Manor will have 5,461 linear feet of water main replacement. Water main replacements will generally occur within Erie Street, Flint Street, Detroit Street, Toledo Street, Chandler Boulevard Frontage Road, and Vine Street. The main lines along Sunset Drive, Evergreen Street, Chandler Boulevard and Hartford Road with remain; however, new service with be connected to these existing lines.

6 FIELD EXPLORATION AND LABORATORY TESTING

The following report sections describe our field and laboratory activities.

6.1 Current Explorations

On March 14, 15 and 16, 2023, Ninyo & Moore conducted a subsurface exploration at the sites in order to evaluate the subsurface conditions and to collect soil samples for laboratory testing. Our evaluation consisted of drilling, logging, and sampling 21 small-diameter borings using a CME-75 truck-mounted drill rig equipped with hollow-stem augers. The borings, denoted as B-1 through B-21, extended to depths ranging from approximately 9 to 15 feet bgs (Figure 2). Bulk and relatively undisturbed soil samples were collected at selected intervals. Descriptions of the soils encountered are presented in the boring logs in Appendix A. Table 2 presents the general location and depth of each boring at the site.

Table 2 – Boring Summary

Subdivision	Borings	Approximate Depth (ft)
Arrowhead Meadows	B-1 through B-7	10
Tyson Manor	B-8 through B-14	9 to 10
Sunset Manor	B-15 through B-21	10 to 15

6.2 Previous Explorations

A previous Ninyo & Moore geotechnical exploration from 2020 was performed for the Westwood Manor water main replacement project along lines that will connect to the Sunset Manor area prior to this design effort and was utilized in our evaluation for this design effort. The approximate locations of these 2020 explorations are shown on Figure 2C and boring logs for these borings are included in Appendix C.

6.3 Laboratory Testing

The soil samples collected from our drilling activities were transported to the Ninyo & Moore laboratory in Phoenix, Arizona. In addition, Ninyo & Moore performed laboratory tests on selected samples obtained from the borings to evaluate the in-situ moisture content and dry density, gradation, Atterberg limits, maximum density, consolidation, corrosivity characteristics (including pH, minimum electrical resistivity, and soluble sulfate and chloride contents).

The in-situ moisture content and dry density results are presented on the boring logs in Appendix A. A description of the laboratory testing as well as the remainder of the laboratory test results are presented in Appendix B.

7 GEOLOGY AND SUBSURFACE CONDITIONS

The geology and subsurface conditions at the site are described in the following sections.

7.1 Geologic Setting

The project site is located in the Sonoran Desert Section of the Basin and Range physiographic province, which is typified by broad alluvial valleys separated by steep, discontinuous, subparallel mountain ranges. The mountain ranges generally trend north-south and northwest-southeast. The basin floors consist of alluvium with thickness extending to several thousands of feet.

The basins and surrounding mountains were formed approximately 10 to 18 million years ago during the Mid- to Late-Tertiary. Extensional tectonics resulted in the formation of horsts (mountains) and grabens (basins) with vertical displacement along high-angle normal faults. Intermittent volcanic activity also occurred during this time. The surrounding basins filled with alluvium from the erosion of the surrounding mountains as well as from deposition from rivers. Coarser-grained alluvial material was deposited at the margins of the basins near the mountains.

The surficial geology of the three sites is described as Late and Middle Pleistocene (10,000 to 750,000 years) age fine-grained basin-floor deposits. The United States Department of Agriculture Web Soil Survey described the site as generally consisting of Contine clay, Mohall Sandy, and Mohall Loam.

Loam is an agriculture soil classification that refers to a soil comprised of a mixture of clay, silt, and sand. The loam in this region has historically comprised of lean clays, fat clays, clayey sands, and silty sands in the upper five feet of material.

7.2 Subsurface Conditions

Our knowledge of the subsurface conditions at the project site is based on the results of our exploratory borings and our understanding of the general geology of the area. The boring logs contains our field test results, as well as our interpretation of the conditions likely to exist between actual samples retrieved. Therefore, the boring logs contains both factual and interpretive information. Lines delineating subsurface strata on the boring logs are intended to group soils having similar engineering properties and characteristics. They should be considered approximate, as the actual transition between soil types may be gradual. Detailed stratigraphic information as well as a key to the soil symbols and terms used on the boring logs are provided in Appendix A.

7.2.1 Asphalt Concrete and Aggregate Base

Asphalt concrete (AC) was encountered at the surface of each of our borings and ranged in thickness from approximately 2 to 5 inches. Aggregate base (AB) was observed underlying the AC, and ranged in thickness from approximately 3 to 5½ inches in our borings.

7.2.2 Fill

Undocumented fill soils were encountered beneath the AB in boring B-3, to a depth of approximately 3 feet. The fill generally consisted of loose clayey sand (SC) in our boring.

7.2.3 Alluvium

Native alluvial soils were encountered beneath the AB in our borings, and beneath the AB and fill soils in boring B-3 as described above, and extended to the boring termination depths. In our borings, the alluvium generally consisted of stiff to hard lean clays (CL) and loose to very dense clayey sands (SC), silty sands (SM), and poorly graded sands (SP). Varying quantities of gravel and scattered caliche nodules with moderate degrees of cementation were also observed in our borings.

7.2.4 Groundwater

Groundwater was not encountered in our borings. Based on well data from the Arizona Department of Water Resources, the depth to groundwater has been estimated to be about 130 feet bgs. Groundwater levels can fluctuate due to seasonal variations, irrigation, groundwater withdrawal or injection, and other factors.

8 GEOLOGIC HAZARDS

The following sections describe regional geologic hazards, including land subsidence, earth fissures, and faults, and collapsible soils.

8.1 Land Subsidence and Earth Fissures

Groundwater depletion, due to groundwater pumping, has caused land subsidence and earth fissures in numerous alluvial basins in Arizona. It has been estimated that subsidence has affected more than 3,000 square miles and has caused damage to a variety of engineered structures and agricultural land. From 1948 to 1983, excessive groundwater withdrawal has been documented in several alluvial valleys where groundwater levels have been reportedly lowered by up to 500 feet. With such large depletions of groundwater, the alluvium has undergone consolidation resulting in large areas of land subsidence (Schumann and Genualdi, 1986).

In Arizona, earth fissures are generally associated with land subsidence and pose an ongoing geologic hazard. Earth fissures generally form near the margins of geomorphic basins where significant amounts of groundwater depletion have occurred. Earth fissures form due to tensional stress caused by differential subsidence of the unconsolidated alluvial materials over buried bedrock ridges and irregular bedrock surfaces.

Based on our field reconnaissance and review of the referenced material, there are no known or exposed earth-fissures present at the subject site. The closest documented earth fissure to these sites is approximately 8¼ miles to the southeast of the site (AZGS, 2017). Continued groundwater withdrawal in the area may result in subsidence of the valley and the formation of new fissures or the extension of existing fissures. In general, land subsidence and earth fissures are not considered to be a constraint to development on this project site.

8.2 Faulting

The site lies within the Sonoran zone, which is a relatively stable tectonic region located in southwestern Arizona, southeastern California, southern Nevada, and northern Mexico (Euge et al., 1992). This zone is characterized by sparse seismicity and few Quaternary faults. Based on our field observations, review of pertinent geologic data, and analysis of aerial photographs, Quaternary faults are not located on or adjacent to the property.

The closest documented Quaternary fault to the site is the Carefree Fault Zone, located approximately 31 miles to the north of the sites. The Carefree Fault Zone is a series of northwest striking discontinuous normal faults that dip to the southwest. Recent movement along this fault was approximately 750,000 years ago during the Middle Pleistocene epoch. The slip-rate category of this fault is less than 0.2 millimeters per year (Pearthree, 1998).

8.3 Expansive Soils

Expansive soils typically contain significant clay fractions, and the expansive characteristics of these clay fractions depend upon a number of factors, which include clay mineralogy, degree of compaction (density) for reworked soils, moisture content, etc. Very low to low expansive potential soils are defined as having an Expansion Index (by ASTM D4829) of 50 or less. In addition, expansive soils tend to have a more adverse effect on lightly loaded construction elements (e.g., exterior flatwork, floor slabs, etc.) than on more heavily loaded foundations. The presence of expensive soils at this site is considered low to moderate.

8.4 Collapsible Soils

Collapsible soils generally consist of loose soils that exhibit a sudden decrease in volume upon inundation with water or excessive loading. The “collapse” of the soils is attributed to clay or cemented bonds between individual particles losing strength or dissolving when in contact with water resulting in filling of voids. Collapsible soils can have an adverse effect on foundations, floor slabs, pavements, and walls due to the response in the settlement. The presence of collapsible soils at this site is considered low.

9 GEOTECHNICAL CONSIDERATIONS

Based on the results of our subsurface evaluation, laboratory testing, and data analysis, it is our opinion that the proposed construction is feasible from a geotechnical standpoint, provided that the recommendations of this report are incorporated into the design and construction of the proposed project, as appropriate. Geotechnical considerations include the following:

- An initial condition survey should be performed prior to construction to document existing conditions of nearby and adjacent settlement-sensitive features.
- The soils along the project alignment generally consist of interlayered deposits of cohesive and cohesionless soils. Some of these soils were classified as loose.
- Groundwater was not observed in our borings. Based on published well data by ADWR groundwater has been encountered historically at 130 feet bgs at the site vicinity. In general, groundwater is not anticipated to be a constraint to the construction of the project.
- No known or reported geologic hazards are present underlying, or immediately adjacent to, the project alignment.
- Due to the widely spaced nature of our borings, soil conditions that differ from what was encountered in our borings may be encountered during construction.
- Conventional heavy-duty earthmoving construction equipment may be used to excavate the waterline alignments. However, very dense sands, hard clays, gravels, and moderate levels of caliche cementation were encountered in our borings at various depths, which could be more difficult to excavate during construction.
- Due to the heterogeneity of the soil conditions at the site and the loose soils encountered, sloughing of soils during construction could occur; specifically, where the excavation abuts other fill soils from adjacent utilities. In addition, vibrations caused by the influence of vibrations from nearby traffic may cause sloughing into excavations.
- Due to the presence of loose and/or cohesionless soils along the alignments, care should be taken during excavation. Shoring or the use of trench boxes may be needed during construction.

- Imported soils and soils generated from on-site excavation activities that exhibit a very low to low expansion potential can generally be used as engineered fill, provided the oversized or heavily cemented materials are either broken down or wasted. On the basis of our evaluation, some of the on-site soils will not be suitable for re-use as engineered fill.

- Due to the presence of gravels and caliche nodules with varying degrees of cementation, using jack-and-bore pipe instillation methods may be difficult to perform.

- The subgrade soils at the sites are corrosive to ferrous metals and the sulfate content of the soils presents a negligible sulfate exposure to concrete.

10 RECOMMENDATIONS

The following sections present our geotechnical recommendations and were developed based on our understanding of the proposed construction (Section 5), the observed subsurface conditions (Section 7.1), and our experience. In general, the recommendations and guidelines outlined in the Maricopa Association of Governments (MAG) Standard Specifications and Details and/or any COC amendments should be used unless recommended differently herein.

The recommendations in this report pertain to the locations where our borings were drilled at. If the proposed construction is changed from that discussed herein or subsurface conditions other than those shown on the boring logs (Appendix A) are observed at the time of construction, Ninyo & Moore should be retained to conduct a review of the new information and to evaluate the need for additional recommendations.

10.1 Instrumentation and Documentation

Given the proximity of the planned excavations to existing settlement sensitive features, consideration should be given to implementing documentation and instrumentation programs to evaluate design assumptions, existing conditions, and to monitor movements, levels, and deformations prior to and during construction. The monitoring programs may include the use of inclinometers, convergence points, and/or an array of surface control points. The resulting data should be reviewed and evaluated during construction. These programs should be in-place or conducted prior to the start of construction.

10.1.1 Documentation of Existing Conditions

We recommend that a pre-construction survey be performed prior to construction on pavements, residences, and structures within 50 feet of the proposed trench excavations. The pre-construction survey should consist of photographic documentation of the pavement condition, exterior portions of the buildings, including distress features, such as cracks and/or separations that may be present. Consideration may be given to videotaping the

survey. In addition, interviews with owners should be conducted to provide knowledge of the age and type of the buildings as well as maintenance history and utility problems.

10.1.2 Lateral Movement of Shoring Support System

We recommend that inclinometers and/or survey points be established behind excavations located in areas where structures are located above a 1:1 (horizontal to vertical [H:V]) plane projected from the bottom of the proposed excavations. The inclinometers or survey points should be monitored and evaluated daily during excavation activities to provide an advanced warning system of potential problems.

10.1.3 Ground Surface Settlement

An array of ground survey points should be installed along the pipeline alignment to monitor settlement. The survey points should be installed as close as practical to the pipeline alignment and incrementally away from the alignment. The contractor should be responsible for maintaining the total settlement to less than ½-inch. If settlements reach ¼-inch, we recommend that a review of the contractor's methods be performed and appropriate changes be made, if needed.

Consideration should be given to placing survey monitoring points on nearby structures to monitor the performance of the structures. In this way, a record of the performance of the structures will be maintained and available. This information, in conjunction with pre-construction surveys, may help in reducing potential claims and expediting and limiting settlement of legitimate claims.

10.2 Earthwork

The following sections present our earthwork recommendations for this project. In general, MAG and any COC construction standards and specifications are expected to apply, unless otherwise noted.

10.2.1 Excavations

Our evaluation of the excavation characteristics of the on-site materials is based on the results of our exploratory borings, site observations, and experience with similar materials. In our opinion, many of the surface soils may be excavated or ripped using conventional heavy-duty earthmoving or excavation equipment; however, due to the widely spaced nature of our borings, soil conditions encountered during construction may differ from what were encountered in our borings. Various quantities of very dense sands, hard clays, gravel

and caliche nodules with varying degrees of cementation were observed in our borings which will be more difficult to excavate and will slow the rate of excavation.

Equipment and procedures should be used that do not cause significant disturbance to the excavation bottoms. If the subgrade becomes disturbed, it should be compacted before placing the backfill material.

The bottoms of trench excavations should expose competent soils and should be dry and free of loose, soft, or disturbed soil. Any soft, wet, weak, or deleterious materials should be over-excavated to expose competent soils.

10.2.2 Temporary Slopes

Excavations for this project should be designed in accordance with current applicable, state, and federal trenching guidelines, including the Occupational Safety and Health Administration (OSHA) requirements for excavations presented in 29 CFR Part 1926 (Revised July 1992), Subpart P, Excavations.

For planning purposes, and according to OSHA soil classifications, a "Type C" soil should be considered for this project due to the loose and cohesionless (e.g., sandy and gravelly) nature of the fill and alluvial soils. In general, temporary slopes excavations in competent “Type C” soil should be inclined no steeper than 1.5:1 (H:V), however flatter slopes or shoring may be needed.

Details for open-cut slopes and shoring based on soil type and groundwater conditions are provided in the latest amended OSHA regulations. These details apply to temporary open-trench excavations up to 20 feet deep. Trenches more than 20 feet deep, or in areas where seepage is encountered should be designed by the contractor’s engineer based on alignment-specific geotechnical analyses. Upon excavation, soil classifications and excavation performance should be evaluated in the field by the geotechnical consultant in accordance with the OSHA regulations.

Temporary excavations that encounter very loose to loose soil and/or groundwater seepage or surface runoff may need shoring or dewatering. Flatter slopes or bracing should be used if excessive sloughing or raveling is observed. If material is stored or equipment is operated near an excavation, stronger shoring should be used to resist the extra pressure due to superimposed loads.

10.2.3 Temporary Shoring and Trench Boxes

Due to the presence of loose soil conditions, the proposed depths of the excavations, and presence of existing utilities and structures (e.g., roadways, utilities, and buildings), it may be preferable to temporarily shore or brace the trenches rather than using open cuts to the base of the excavations. Temporary earth retaining systems will be subjected to lateral loads resulting from earth pressures. Shored and braced trench excavations may be designed using the parameters on Figure 3.

10.2.4 Bottom Stability

Bottom of the excavations should be stable for the purpose of the planned construction. However, if excavations are open during a heavy rain event, the bottom of the trench may become saturated and unstable. Dewatering as discussed in Section 10.2.5 below may be anticipated in such events.

10.2.5 Construction Dewatering

Excavations that encounter seepage or surface run-off could be dewatered by pumping the water out and away from the excavation. Such zones may call for more aggressive means of dewatering and consultation with a qualified expert. Discharge of water from the excavations to natural drainage channels, if needed, may entail securing a special permit.

10.2.6 Fill Material

The following sections provide our fill material recommendations for this project. The recommendations below are provided for the finished and raw water pipelines.

10.2.6.1 Reuse of On-site Soils

On-site and imported soils that exhibit relatively low to low-moderate plasticity indices are generally suitable for re-use as engineered fill for this project. Relatively low to low-moderate plasticity indices are defined as a plasticity index ([PI] ASTM D4318) value of 15 or less. The Atterberg limits tests performed on selected samples indicated that the samples tested ranged in PI values from 0 (Non-plastic, NP) to 31. Based on our test results, some of the on-site soils are not considered suitable for re-use as engineered fill, if supporting settlement-sensitive features for this project. Higher PI value soils (up to a PI value of 25) can be placed as trench backfill, provided these soils are situated deeper than 3 feet below a new pavement or slab surface and 1 or more foot above the top of the pipe. Additional field sampling and laboratory testing

should be conducted by the contractor during construction to better screen for any unsuitable materials.

Suitable engineered fill should also not include organic material, construction debris, or other non-soil fill materials. Rock particles and clay lumps should not be larger than 3 inches in dimension. Unsuitable fill material should be disposed of offsite or in non-structural areas.

Generated excavation materials that contain oversize fraction shall not be used as engineered fill unless the material meets the criteria given above and/or the oversize fraction has been processed and removed from the material. Imported backfill material, if utilized, should meet the criteria for imported fill as presented in this report. An earthwork (shrinkage) factor of 5 to 15 percent for the on-site soils is estimated.

10.2.6.2 Imported Fill Material

Imported fill, if utilized, should consist of granular material with a very low or low expansion potential as discussed in this report. Import material in contact with ferrous metals should preferably have low corrosion potential (minimum electrical resistivity more than 2,000 ohm-cm, chloride content less than 25 parts per million [ppm]). In lieu of this, corrosion protection techniques (e.g., cathodic protection, pipe wrapping, etc.) can be implemented. Imported material in contact with concrete should have a soluble sulfate content of less than 0.1 percent. The geotechnical consultant should evaluate such materials and details of their placement prior to importation. A corrosion specialist should be consulted for recommendations.

10.3 Pipe Bedding and Modulus of Soil Reaction (E')

We recommend the pipeline being installed using cut-and-cover techniques be supported on 4 inches or 1/12 the outside diameter of the pipe of granular bedding material such as sand and gravel, or crushed rock meeting the MAG Section 702 Standard Specifications (Figure 4). Pea gravel and/or crushed chips are not acceptable for this project. This bedding/pipe-zone backfill should extend 1 foot above the pipe crown. Care should be taken not to allow voids to form beneath the pipe (i.e., the pipe haunches should be continuously supported) to avoid damaging the pipeline. This may involve fill placement by hand or small compaction equipment. The pipe bedding should be moisture-conditioned and compacted as discussed in Section 10.4.

The modulus of soil reaction (E´) is used to characterize the stiffness of soil backfill placed on the sides of buried pipelines for the purpose of evaluating deflection caused by the weight of the backfill over the pipe. For granular backfill soils for pipes, we recommend using an E´ value of 1,500 pounds per square inch (psi).E' for native materials will vary with material type and stiffness of the trench sidewalls. Approximate values of E' for the materials encountered in our borings based on US Bureau of Reclamation (2013) are presented in Table 3 below.

Table 3 – Modulus of Soil Reaction (E') for Native Soils

Trench Wall Soil Classification (USCS)	Approximate E' (psi)		
	Loose / Firm	Medium Dense / Stiff	Dense – Very Dense / Very Stiff-Hard
Sandy Silt/Clay (ML, CL)	200	500	1500
Silty/Clayey Sand and Gravel (SM, SC, SC/SM, GC)	400	700	2500
Sand (SP, GP)	700	1000	4000

10.4 Fill Placement and Compaction

In the bedding/pipe-zone, care should be taken not to allow voids to form beneath the pipe (i.e., the pipe haunches should be supported) to avoid damaging the pipeline. This may involve fill placement by hand or small compaction equipment. Pipe bedding guidelines are presented on Figure 4. Prior to the placement of any new fill or other construction, the exposed soil surface should be carefully evaluated by the geotechnical consultant for the presence of soft, loose, or wet native soils. Based on this evaluation, additional remediation may be needed. This additional remediation, if needed, should be addressed by the geotechnical consultant during the earthwork operations. This could include scarification of the exposed surface, drying or overexcavation of some materials may be appropriate.

In other areas where reuse of on-site soil as backfill is allowed, compaction of the clayey and fine-grained soils may be difficult since the lift thickness may need to be less than 8 inches (4 to 8 inches) and increased number of passes with compaction equipment may be needed to meet compaction requirements. Special care should be exercised to avoid damaging the pipe or other structures during the compaction of the backfill. Compaction should be accomplished in a manner that inhibits surface water infiltration as well as conveyance of subsurface moisture due to the intersection of natural drainages along the alignment.

New engineered fill, including pipe zone material and final backfill material should be placed in horizontal lifts approximately 8 inches in loose thickness when compacted by mechanical methods. If non-conventional, hand operated, compaction equipment is employed horizontal lifts shall not exceed 4 inches in loose thickness. It is recommended that soil be compacted by appropriate mechanical methods at moisture content as outlined in Table 4.

Table 4 – Summary of Compaction Recommendations

Description	Percent Relative Compaction per ASTM D698	Moisture Content
Pipe Bedding	95 percent	±2 percent of optimum
Granular Trench Backfill – Within 2 feet below pavement	100 percent	
Non-Granular Trench Backfill – Within 2 feet below pavement	95 percent	
Trench Backfill –Deeper than 2 feet below pavement	95 percent	

Engineered fill used to raise grade will settle a portion of its height due to its own weight prior to construction of the foundation systems. The magnitude of this settlement will depend on the type of fill used. In general, the engineered fill recommended in this report is expected to settle about 1 percent of its height.

We recommend that new pavements and exterior flatwork, if any, located outside the new pipeline footprint be supported on an engineered fill. This zone of engineered fill should be measured from the bottom of the AB layer and should extend to a depth of 12 inches. The zone should be backfilled with engineered fill that is moisture-conditioned to moisture content slightly above optimum, and compacted to 95 percent (ASTM D698).

Prior to the placement of new engineered fill (as described above), the geotechnical consultant should carefully evaluate the resulting exposed surface. Backfilling should be accomplished by mechanical methods; compaction by flooding or jetting should not be permitted. In addition, particle sizes should not exceed 3 inches in diameter.

10.5 Controlled Low Strength Material (CLSM)

It is our opinion that the backfill zone may be filled with CLSM. CLSM consists of a fluid, workable mixture of aggregate, Portland cement, and water. The use of CLSM has some advantages:

- A narrower backfill zone can be used, thereby minimizing the quantity of soil to be excavated and possibly reducing disturbance to the near-by traffic;
- Relatively higher E' values may be used (E'= 3,000 psi);
- The support given to the connecting pipes is generally better;
- Because little compaction is needed to place CLSM, there is less risk of damaging the connecting pipes; and
- CLSM can be batched to flow into irregularities in the trench bottom and walls.

The CLSM design mix should be in accordance with current MAG or Standard Specifications for Public Works Construction standards. Additional mix design information can be provided upon request. The 28-day strength of the material should be no less than 50 psi and no more than 120 psi.

Buoyant or uplift forces on the piping should be considered when using CLSM and prudent construction techniques may result in multiple pours to avoid inducing excessive uplift forces. Sufficient time should be provided to allow the CLSM to cure before placing additional lifts of CLSM or trench backfill.

10.6 Trenchless Installation

As indicated earlier, trenchless installation methods (i.e., jack-and-bore or micro-tunneling operations) may be implemented at larger intersections or key project locations. However, as previously described in Section 7.2, the presence of gravels and caliche nodules with varying degrees of cementation were observed in our borings which will be more difficult to excavate and will slow the rate of construction during construction.

Please note that drilling between the anticipated launching (jacking) and receiving pits was not performed during the field exploration. However, based on our knowledge of the site, caving of the pipe shaft may occur, particularly if relatively very loose to loose or wet surface soils are present. For stability and safety purposes, and to reduce ground movement, a perimeter shaft support system (carrier casing) should be installed as the excavation progresses.

Following the installation of the utility inside the carrier casing, the annulus space should be in-filled with fine gravel or sand that is blown in with air from the ends or CLSM. A portion of the gravel or sand could be blown in first (so as to fill under the haunches of the utility) to reduce the potential for future movement of the pipe.

We recommend the contractor be responsible for the design of access shaft shapes, dimensions and ground support systems for the launching and receiving pit excavations so that such design can be compatible with their construction equipment and methods. Soldier piles with lagging or other types of shored excavations may serve as a suitable system for this project. Driven sheeting may be difficult to install because of hard ground conditions and the possibility of encountering buried gravel, cobbles, and or boulders. In addition, driven sheeting may cause real and perceived damage by vibrations to nearby structures.

Jacking reaction force is developed by passive soil pressure resistance to the jacking operation against the surface of the opposite wall of the jacking pit. For the case of a jacking pit geometry, which consists of a vertical face extending at a 1.5:1 (H:V) plane to the horizontal ground surface, an ultimate passive resistance of 600 pounds per square foot per foot of depth may be used (Figure 5). This value assumes no groundwater conditions. For different jacking pit geometry, we should be contacted for supplemental recommendations. A factor of safety of 2.0 should be used to calculate the allowable jacking pit resistance.

Surface subsidence associated with these operations was not evaluated as part of our analysis. Nevertheless, the contractor should implement a monitoring program during these operations to observe any ground movement above and adjacent to the pipe being installed. If signs of subsidence or disturbance are noted, construction operations should be stopped to address the ground movement. The integrity of nearby utilities, roadways and canal lining will need to be protected during these operations.

Excavations using trenchless construction techniques may encounter soils of little to no cohesion, as described previously in this report. If granular and/or cohesionless material occurs near the crown, the possibility exists for a “run-in” which could result in voids above the tunnel or a sinkhole at the ground surface. When granular materials are encountered at the invert, the possibility exists for bottom instability and difficulty in maintaining vertical alignment of the tunnel. Granular materials containing appreciable amounts of silt or clay behave more favorably to tunneling techniques than clean sands, although not as well as cohesive soils. The contractor should be made aware of the potential for the difficult tunneling conditions described above, and plan for them accordingly.

In addition to the installation techniques described above, we also recommend that the installation of the pipe be continued with as little interruptions as possible. A delay in the advancement of pipe sections within the tunnel can allow for set-up of the surrounding soils in contact with the pipe, causing increased frictional resistance along the surface of the pipe.

10.7 T-Top Pavement Replacement

In AC paved areas over trench excavations, we recommend the use of MAG "T-Top" Type Trench Backfill (MAG detail 200-1) with respect to the AC and AB replacement at the surface of the trench excavations, in order to reduce the potential for distress due to differential settlement and water infiltration into the subsurface. This includes the removal of AC and AB to 1 foot or more laterally beyond the extent of each side of the installation trench and extending to a depth of 1 foot or more below the bottom of the asphalt layer.

In the T-Top, the thickness of AB should be 12 inches or match either the existing or design thickness, whichever is more. We recommend a seal be placed at the saw cut joint between the patch and the existing AC. Periodic maintenance of the pavement should be performed. The AC thickness should be in accordance with any COC design standards, or match the existing thickness, whichever is thicker.

10.8 Corrosion

The corrosion potential of the on-site materials across the three subdivisions was tested to evaluate its potential effect on the ferrous metals used along the project alignments. Our corrosion evaluation of the on-site soils is based on the results of our field and laboratory testing done for this project. A corrosion specialist should perform their own analysis.

Laboratory testing consisted of pH, minimum electrical resistivity, and chloride and soluble sulfate contents. The pH and minimum electrical resistivity tests were performed in general accordance with Arizona Test 236c, while sulfate and chloride tests were performed in accordance with Arizona Test 733 and 736, respectively. The results of these corrosivity tests are presented in Appendix B. A summary of the corrosivity tests are presented below in Table 5.

Table 5 – Summary of Corrosivity Testing Results

Project Alignments	pH	Resistivity (Ohm-cm)	Sulfate Content (%)	Chloride Content (ppm)
Arrowhead Meadows	7.3 to 7.8	2,211 to 3,015	0.0002 to 0.0010	8 to 16
Tyson Manor	7.4 to 7.6	2,010 to 2,613	0.0004 to 0.0007	10 to 13
Sunset Manor	6.9 to 7.7	2,144 to 2,546	0.0003 to 0.0011	13 to 31

The results of the laboratory testing indicate that the on-site are corrosive to ferrous materials. To reduce the corrosion potential of buried metallic utilities, we recommend that topsoil, organic soils, soils, and mixtures of sand and clay not be placed adjacent to buried metallic utilities. Rather, we suggest that sand or gravel be placed around buried metal piping. Also, buried utilities of different metallic construction or operating temperatures should be electrically isolated from each other to minimize galvanic corrosion problems. In addition, new piping should be electrically isolated from old piping, if any, so that the old metal will not increase the corrosion rate of the new metal. A corrosion specialist should be consulted for further recommendations.

10.9 Concrete

Laboratory chemical tests performed on an on-site soil samples indicated a sulfate content ranged between 0.0002 to 0.0011 percent by weight, which represents a negligible sulfate exposure for concrete. Based on the following American Concrete Institute (ACI) table (Table 6), the on-site soils should be considered to have negligible sulfate exposure to concrete. Based on the sulfate test results, and based on our experience with similar soil conditions, the specific use of the facility, and nearby practice, we however recommend the use of sulfate resistant cement (Type II or similar) for construction of concrete structures at this site. Due to potential uncertainties as to the use of reclaimed irrigation water, or topsoil that may contain higher sulfate contents, pozzolan or admixtures designed to increase sulfate resistance may be considered.

Table 6 – ACI Requirements for Concrete Exposed to Sulfate-Containing Soil

Sulfate Exposure	Water-Soluble Sulfate (SO_4) in Soil, Percentage by Weight	Cement Type	Water-Cementitious Materials Ratio, by Weight, Normal-Weight Aggregate Concrete[1]	f'c, Normal-Weight and Lightweight Aggregate Concrete, psi x 0.00689 for MPa
Negligible	0.00 - 0.10	--	--	--
Moderate[2]	0.10 - 0.20	II, IP(MS), IS (MS)	0.50 or less	4,000 or more
Severe	0.20 - 2.00	V	0.45 or less	4,500 or more
Very severe	Over 2.00	V plus pozzolan[3]	0.45 or less	4,500 or more

Notes:

[1] A lower water-cementitious materials ratio or higher strength may be needed for low permeability or for protection against corrosion of embedded items or freezing and thawing (ACI Table 4.2.2).

[2] Seawater.

[3] Pozzolan that has been evaluated by test or service record to improve sulfate resistance when used in concrete containing Type V cement.

We recommend that the structural concrete have a water-cementitious materials ratio no more than 0.50 by weight for normal weight aggregate concrete. The structural engineer should ultimately select the concrete design strength based on the project specific loading conditions. Higher strength concrete may be selected for increased durability and resistance to slab curling and shrinkage cracking.

10.10 Site Drainage

Positive surface drainage should be provided to divert water away from the trench zone and pavements. Surface water should not be permitted to pond over the trench zone or on pavement surfaces after construction. Water that is pumped out of the trench should be done so in an area that drains the water away from the trench.

10.11 Pre-Construction Conference

We recommend that a pre-construction conference be held. Representatives of the owner, civil engineer, the geotechnical consultant, and the contractor should be in attendance to discuss the project plans and schedule. Our office should be notified if the project description included herein is incorrect, or if the project characteristics are significantly changed.

10.12 Construction Observation and Testing

During construction operations, we recommend that a qualified geotechnical consultant perform observation and testing services for the project. These services should be performed to evaluate exposed subgrade conditions, including the extent and depth of overexcavation, to evaluate the suitability of the on-site materials for use as fill and to observe placement and test compaction of fill soils. If another geotechnical consultant is selected to perform observation and testing services for the project, we request that the selected consultant provide a letter to the owner, with a copy to Ninyo & Moore, indicating that they fully understand our recommendations and they are in full agreement with the recommendations contained in this report. Qualified subcontractors utilizing appropriate techniques and construction materials should perform construction of the proposed improvements.

11 LIMITATIONS

The field evaluation, laboratory testing, and geotechnical analyses presented in this geotechnical report have been conducted in general accordance with current practice and the standard of care exercised by geotechnical consultants performing similar tasks in the project area. No warranty, expressed or implied, is made regarding the conclusions, recommendations, and opinions presented in this report. There is no evaluation detailed enough to reveal every

subsurface condition. Variations may exist and conditions not observed or described in this report may be encountered during construction. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration. Additional subsurface evaluation will be performed upon request. Please also note that our evaluation was limited to assessment of the geotechnical aspects of the project, and did not include evaluation of structural issues, environmental concerns, or the presence of hazardous materials.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document.

This report is intended for design purposes only. It does not provide sufficient data to prepare an accurate bid by contractors. It is suggested that the bidders and their geotechnical consultant perform an independent evaluation of the subsurface conditions in the project areas. The independent evaluations may include, but not be limited to, review of other geotechnical reports prepared for the adjacent areas, site reconnaissance, and additional exploration and laboratory testing.

Our conclusions, recommendations, and opinions are based on an analysis of the observed site conditions. If geotechnical conditions different from those described in this report are encountered, our office should be notified and additional recommendations, if warranted, will be provided upon request. It should be understood that the conditions of a site could change with time as a result of natural processes or the activities of man at the subject site or nearby sites. In addition, changes to the applicable laws, regulations, codes, and standards of practice may occur due to government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This report is intended exclusively for use by the client. Any use or reuse of the findings, conclusions, and/or recommendations of this report by parties other than the client is undertaken at said parties' sole risk.

12 REFERENCES

American Concrete Institute (ACI), 1991a, Guidelines for Concrete Floor and Slab Construction (ACI 302.1R).

American Concrete Institute (ACI), 2005, Building Code Requirements for Structural Concrete (ACI 318-05) and Commentary (ACI 318R-05).

Arizona Department of Water Resources (ADWR), "GWSI Groundwater Maps" https://gisweb.azwater.gov/waterresourcedata/.

ASTM International (ASTM), Annual Book of ASTM Standards.

Euge, K.M., Schell, B.A., and Lam, I.P., 1992, Development of Seismic Acceleration Contour Maps for Arizona: Arizona Department of Transportation Report No. AZ 92-344: dated September.

International Code Council (ICC), 2018, International Building Code (IBC).

Maricopa Association of Governments (MAG), 2018, Uniform Standard Specifications and Details for Public Works Construction.

Ninyo & Moore, In-house proprietary information.

Occupational Safety and Health Administration (OSHA), Title 29 of the Code of Federal Regulations (CFR), Part No. 1926 - Safety and Health Regulations for Construction, Subpart P - Excavations.

Pearthree, 1996, Geologic Map of Quaternary and Upper Tertiary Alluvium in the Phoenix South 30' X 60' Quadrangle, AZ: Arizona Geological Survey, Open-File Report Series OFR 96-23: scale 1:100,000.

Pearthree, P.A., 1998, Quaternary Fault Data and Map for Arizona: Arizona Geological Survey, Open-File Report 98-24.

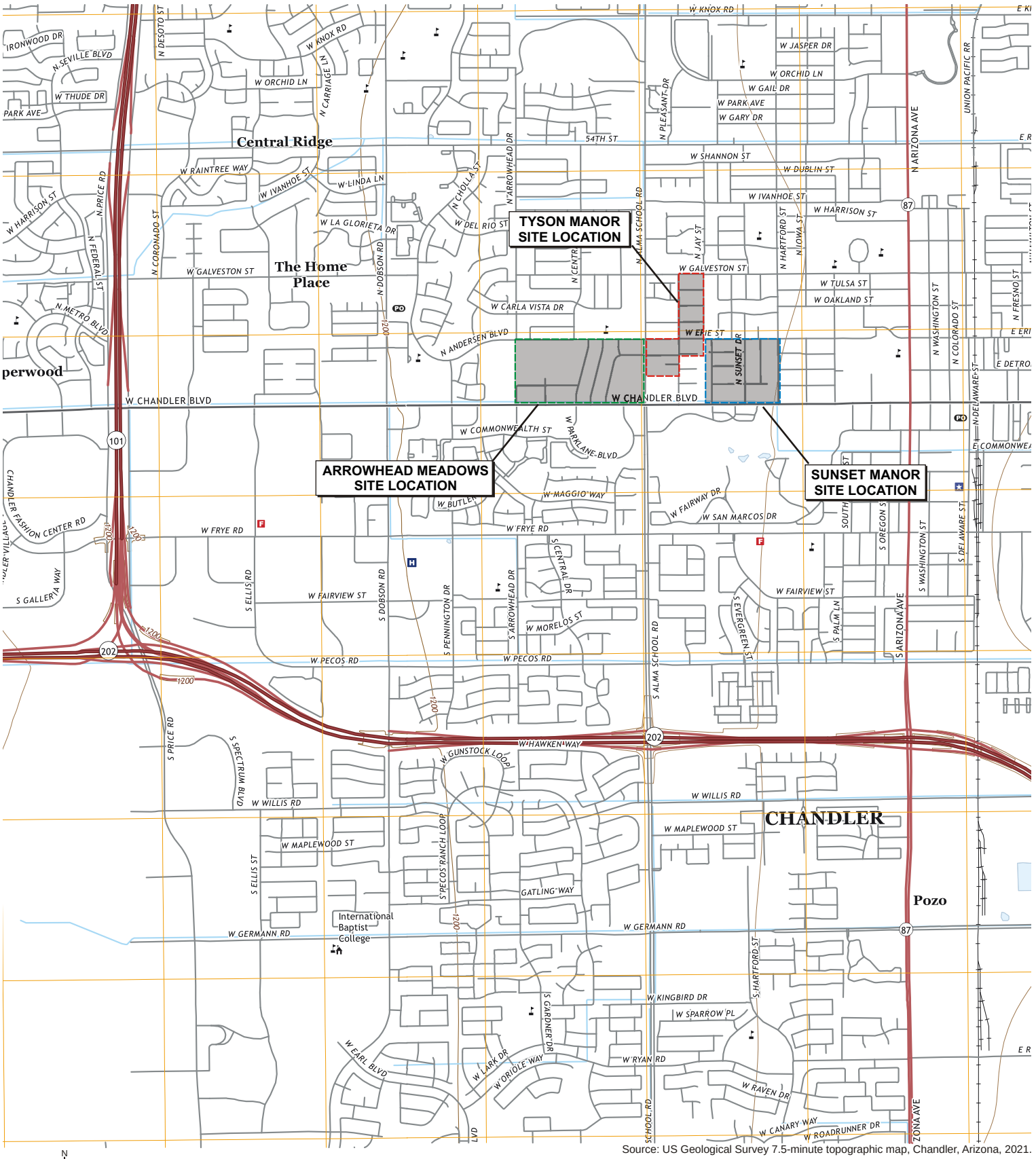
Schumann, H.H. and Genualdi, R., 1986, Land Subsidence, Earth Fissures, and Water-level Changes in Southern Arizona: Arizona Geological Survey OFR 86-14: scale 1:500,000.

United States Bureau of Reclamation, 2013, Method for Prediction of Flexible Pipe Deflection (M-25 2nd Edition): dated December 18.

United States Department of Agriculture (USDA), Soil Survey website. http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx.

United States Geological Survey (USGS), 2021, Chandler, Arizona, 7.5-Minute Series (Topographic): scale 1 = 24,000.

FIGURES



Source: US Geological Survey 7.5-minute topographic map, Chandler, Arizona, 2021.

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

FIGURE 1

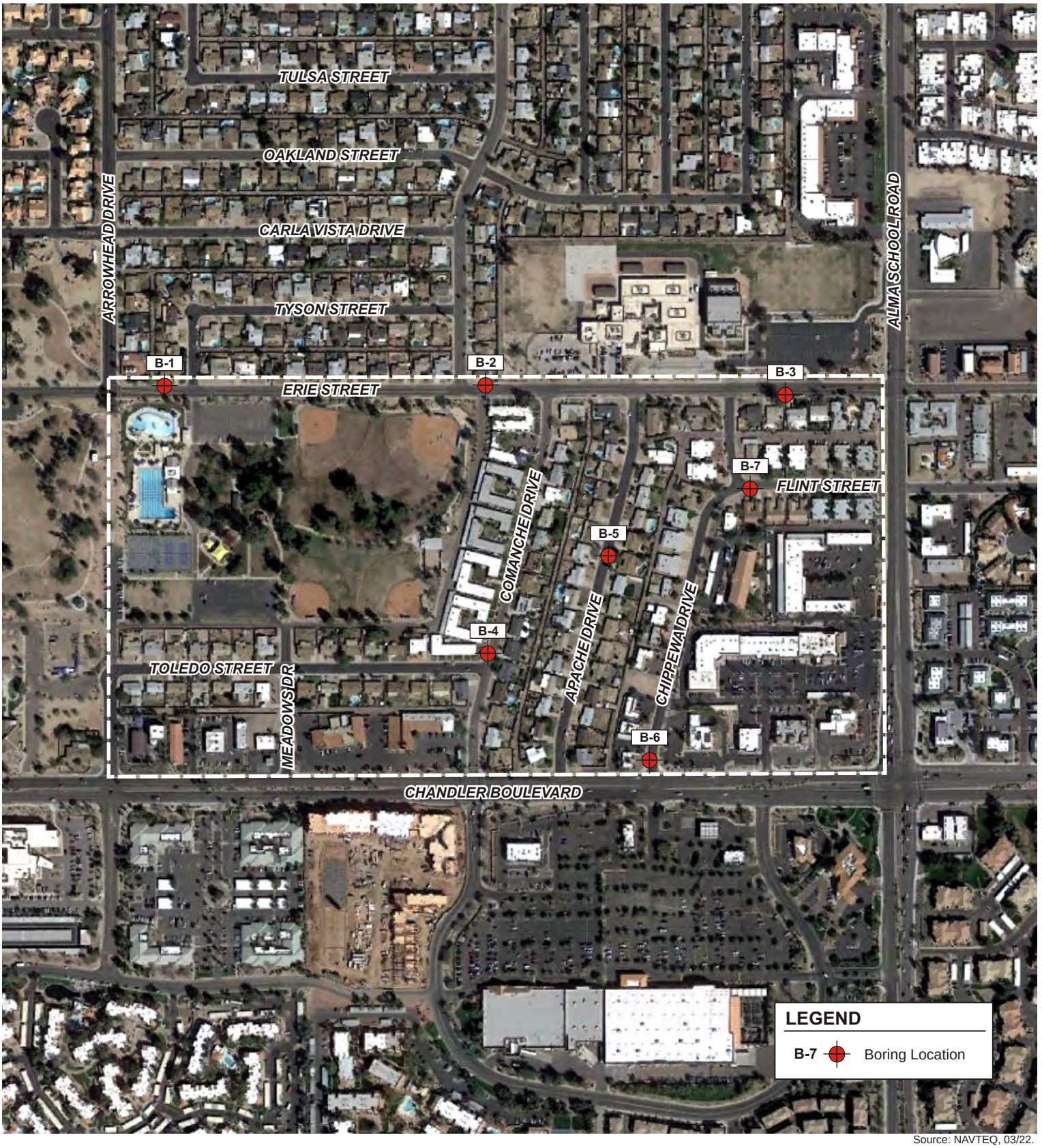
SITE LOCATIONS

CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

607398001 | 4/23

bsm file no: 7398vmap0423



Source: NAVTEQ, 03/22.

N

FEET

0 450

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

FIGURE 2A

BORING LOCATIONS - ARROWHEAD MEADOWS

CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

607398001 | 4/23

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Source: NAVTEQ, 03/22.

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NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

FIGURE 2B

BORING LOCATIONS - TYSON MANOR

CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

607398001 | 4/23

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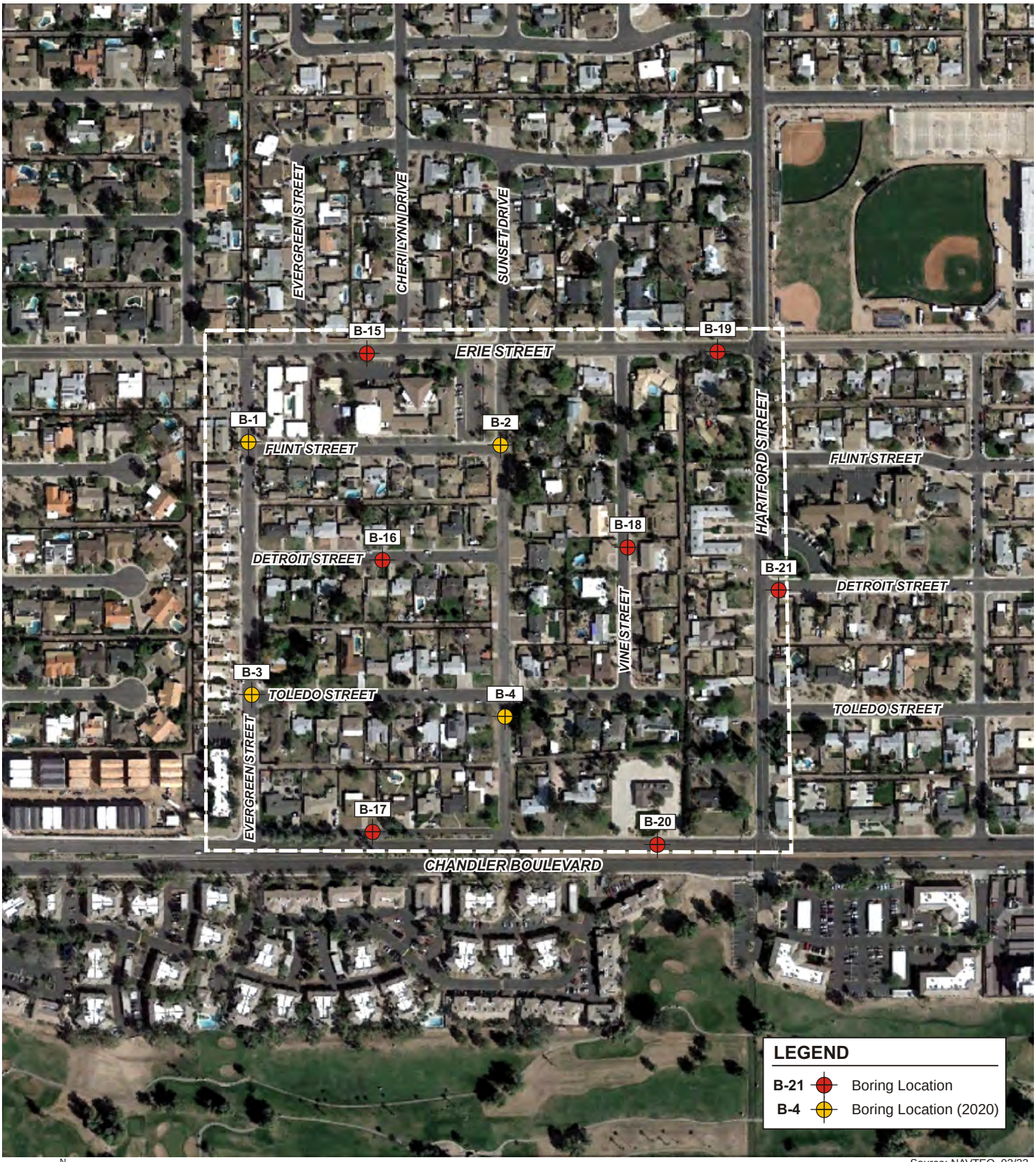

Source: NAVTEQ, 03/22.

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NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

FIGURE 2C

BORING LOCATIONS - SUNSET MANOR

CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

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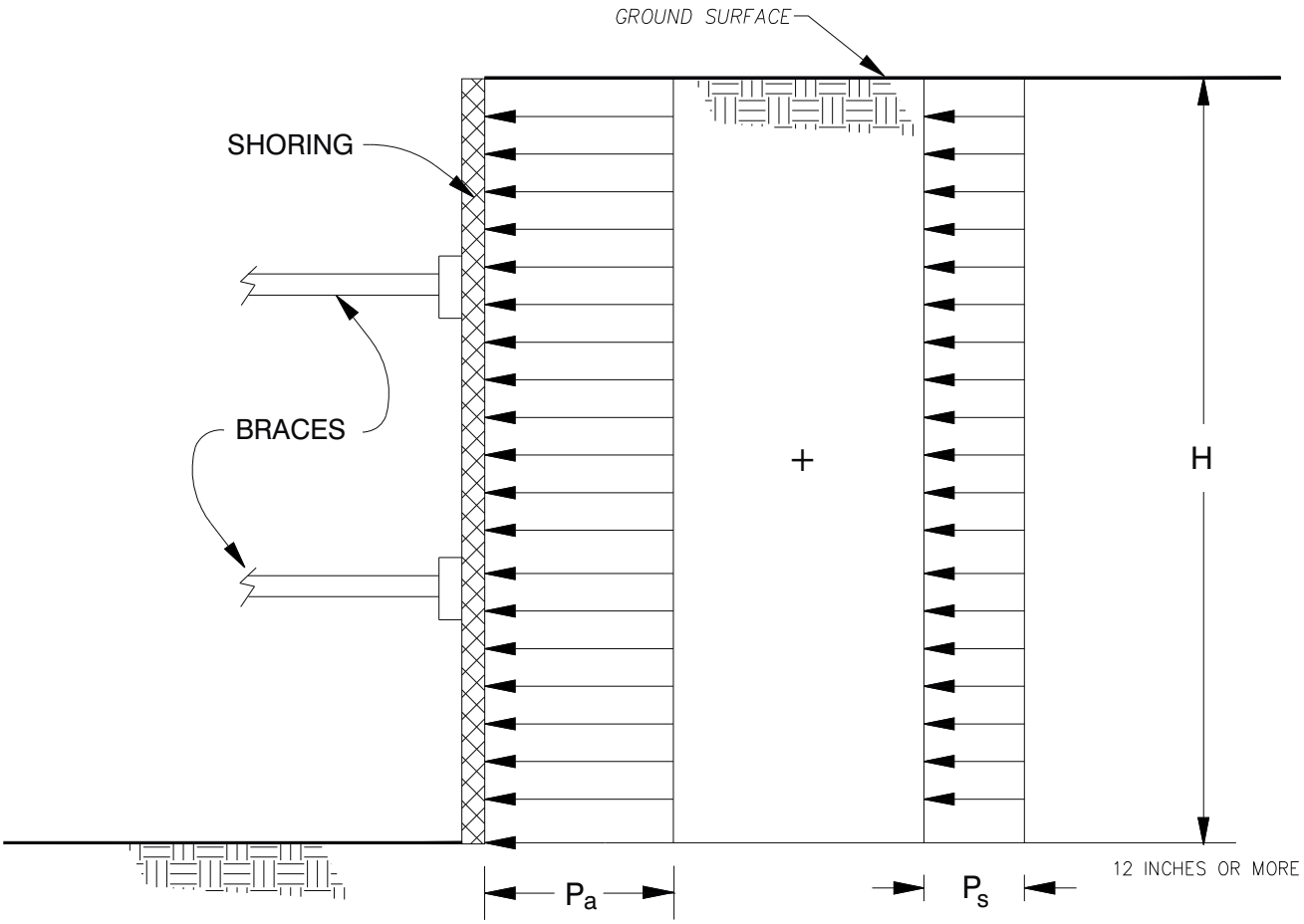

NOTES:

1. APPARENT LATERAL EARTH PRESSURE, P_a
   P_a = 29H psf
2. CONSTRUCTION TRAFFIC INDUCED SURCHARGE PRESSURE, P_s
   P_s = 120 psf
3. ASSUMES GROUNDWATER IS NOT PRESENT
4. SURCHARGES FROM EXCAVATED SOIL OR CONSTRUCTION MATERIALS ARE NOT INCLUDED
5. H IS IN FEET

FIGURE 3

LATERAL EARTH PRESSURES FOR BRACED EXCAVATION

CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

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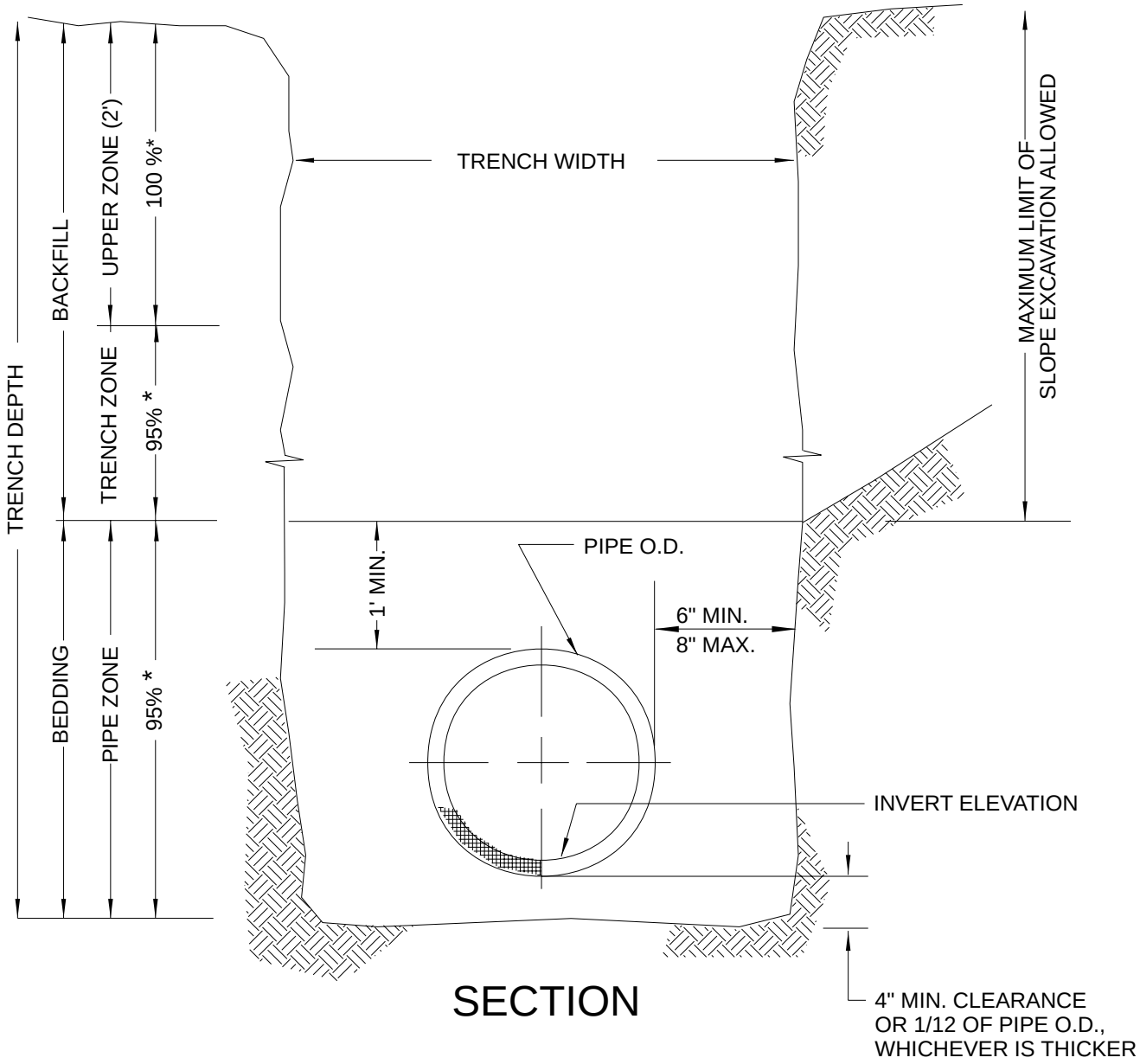

SECTION

NOTES

* Indicates minimum relative compaction (see report for details).

Upper zone required for pavement areas only.

Diagram not drawn to scale.

NOT TO SCALE

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

FIGURE 4

PIPE BEDDING GUIDELINES

CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

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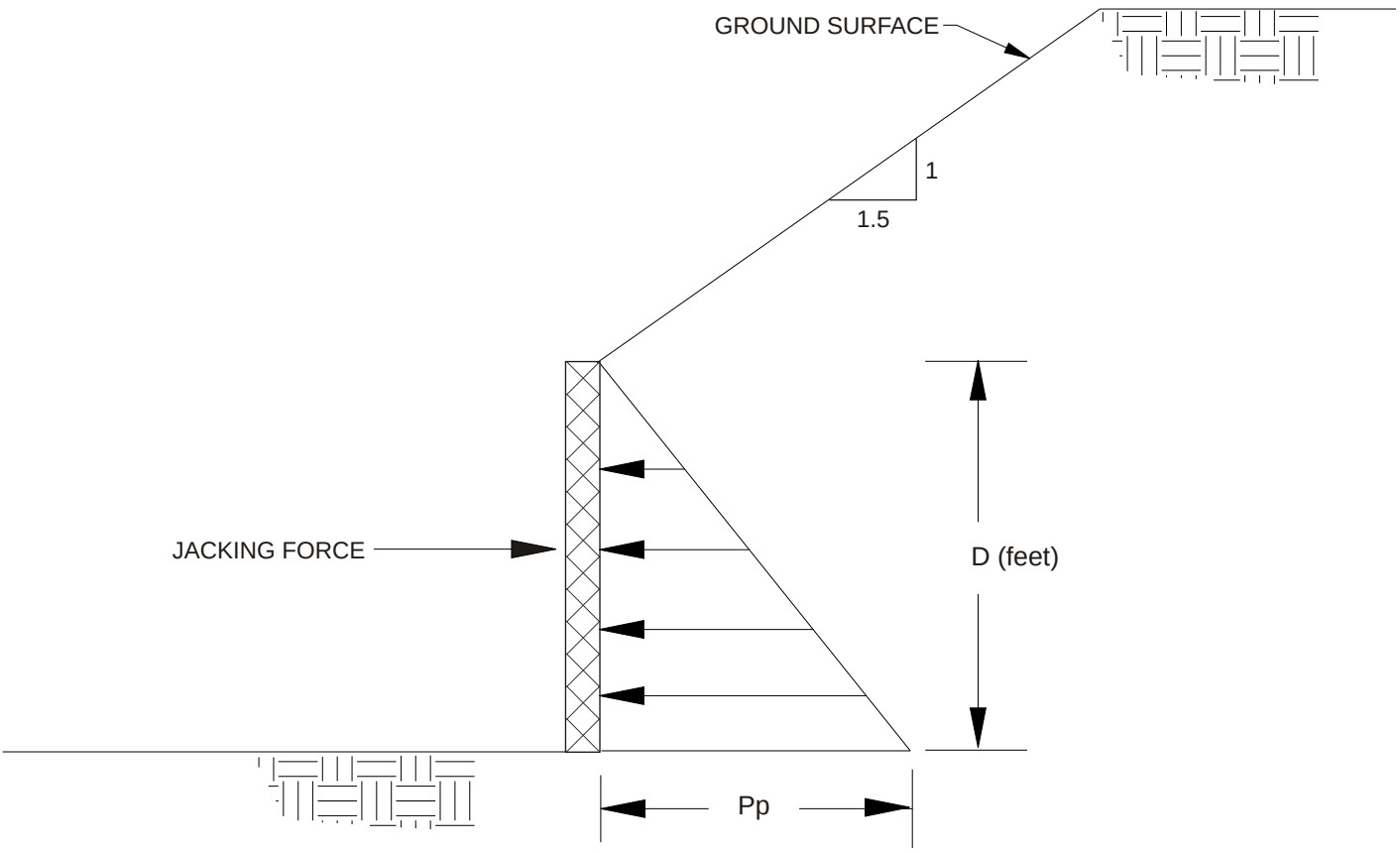


ASSUMPTIONS AND NOTES

1. NO GROUNDWATER
2. JACKING PIT GEOMETRY AS SHOWN
3. Pp = 600D psf

NOT TO SCALE

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

FIGURE 5

JACKING FORCE RESISTANCE DIAGRAM

CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

bsm file no: 7398dt0423

APPENDIX A

Boring Logs

APPENDIX A

BORING LOGS

Field Procedure for the Collection of Disturbed Samples
Disturbed soil samples were obtained in the field using the following methods.

Bulk Samples
Bulk samples of representative earth materials were obtained from the exploratory borings. The samples were bagged and transported to the laboratory for testing.

The Standard Penetration Test (SPT) Sampler
Disturbed drive samples of earth materials were obtained by means of a SPT sampler. The sampler is composed of a split barrel with an external diameter of 2 inches and an unlined internal diameter of 1-3/8 inches. The sampler was driven up to 18 inches into the ground with a 140-pound hammer falling freely from a height of 30 inches in general accordance with ASTM D1586. The blow counts were recorded for every 6 inches of penetration; the blow counts reported on the logs are those for the last 12 inches of penetration. Soil samples were observed and removed from the sampler, bagged, sealed, and transported to the laboratory for testing.

Field Procedure for the Collection of Relatively Undisturbed Samples
Relatively undisturbed soil samples were obtained in the field using the following method.

The Modified Split-Barrel Drive Sampler
The sampler, with an external diameter of 3.0 inches, was lined with 1-inch long, thin brass rings with inside diameters of approximately 2.4 inches. The sample barrel was driven into the ground with a 140-pound hammer falling freely from a height of 30 inches in general accordance with ASTM D3550. The approximate length of the fall, the weight of the hammer or bar, and the number of blows per foot of driving are presented on the boring logs as an index to the relative resistance of the materials sampled. The samples were removed from the sample barrel in the brass rings, sealed, and transported to the laboratory for testing.

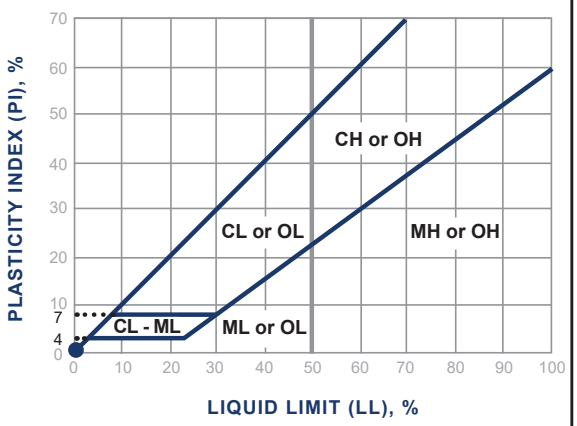
Soil Classification Chart Per ASTM D 2488

Primary Divisions			Secondary Divisions	
			Group Symbol	Group Name
COARSE-GRAINED SOILS more than 50% retained on No. 200 sieve	**GRAVEL** more than 50% of coarse fraction retained on No. 4 sieve	CLEAN GRAVEL less than 5% fines	GW	well-graded GRAVEL
			GP	poorly graded GRAVEL
		GRAVEL with DUAL CLASSIFICATIONS 5% to 12% fines	GW-GM	well-graded GRAVEL with silt
			GP-GM	poorly graded GRAVEL with silt
			GW-GC	well-graded GRAVEL with clay
			GP-GC	poorly graded GRAVEL with
		GRAVEL with FINES more than 12% fines	GM	silty GRAVEL
			GC	clayey GRAVEL
			GC-GM	silty, clayey GRAVEL
	SAND 50% or more of coarse fraction passes No. 4 sieve	CLEAN SAND less than 5% fines	SW	well-graded SAND
			SP	poorly graded SAND
		SAND with DUAL CLASSIFICATIONS 5% to 12% fines	SW-SM	well-graded SAND with silt
			SP-SM	poorly graded SAND with silt
			SW-SC	well-graded SAND with clay
			SP-SC	poorly graded SAND with clay
		SAND with FINES more than 12% fines	SM	silty SAND
			SC	clayey SAND
			SC-SM	silty, clayey SAND
FINE-GRAINED SOILS 50% or more passes No. 200 sieve	**SILT and CLAY** liquid limit less than 50%	INORGANIC	CL	lean CLAY
			ML	SILT
			CL-ML	silty CLAY
		ORGANIC	OL (PI > 4)	organic CLAY
			OL (PI < 4)	organic SILT
	SILT and CLAY liquid limit 50% or more	INORGANIC	CH	fat CLAY
			MH	elastic SILT
		ORGANIC	OH (plots on or above "A"-line)	organic CLAY
			OH (plots below "A"-line)	organic SILT
	Highly Organic Soils		PT	Peat

Grain Size

Description		Sieve Size	Grain Size	Approximate Size
Boulders		> 12"	> 12"	Larger than basketball-sized
Cobbles		3 - 12"	3 - 12"	Fist-sized to basketball-sized
Gravel	Coarse	3/4 - 3"	3/4 - 3"	Thumb-sized to fist-sized
	Fine	#4 - 3/4"	0.19 - 0.75"	Pea-sized to thumb-sized
Sand	Coarse	#10 - #4	0.079 - 0.19"	Rock-salt-sized to pea-sized
	Medium	#40 - #10	0.017 - 0.079"	Sugar-sized to rock-salt-sized
	Fine	#200 - #40	0.0029 - 0.017"	Flour-sized to sugar-sized
Fines		Passing #200	< 0.0029"	Flour-sized and smaller

Plasticity Chart



Apparent Density - Coarse-Grained Soil

Apparent Density	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Loose	≤ 4	≤ 8	≤ 3	≤ 5
Loose	5 - 10	9 - 21	4 - 7	6 - 14
Medium Dense	11 - 30	22 - 63	8 - 20	15 - 42
Dense	31 - 50	64 - 105	21 - 33	43 - 70
Very Dense	> 50	> 105	> 33	> 70

Consistency - Fine-Grained Soil

Consis-tency	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Soft	< 2	< 3	< 1	< 2
Soft	2 - 4	3 - 5	1 - 3	2 - 3
Firm	5 - 8	6 - 10	4 - 5	4 - 6
Stiff	9 - 15	11 - 20	6 - 10	7 - 13
Very Stiff	16 - 30	21 - 39	11 - 20	14 - 26
Hard	> 30	> 39	> 20	> 26

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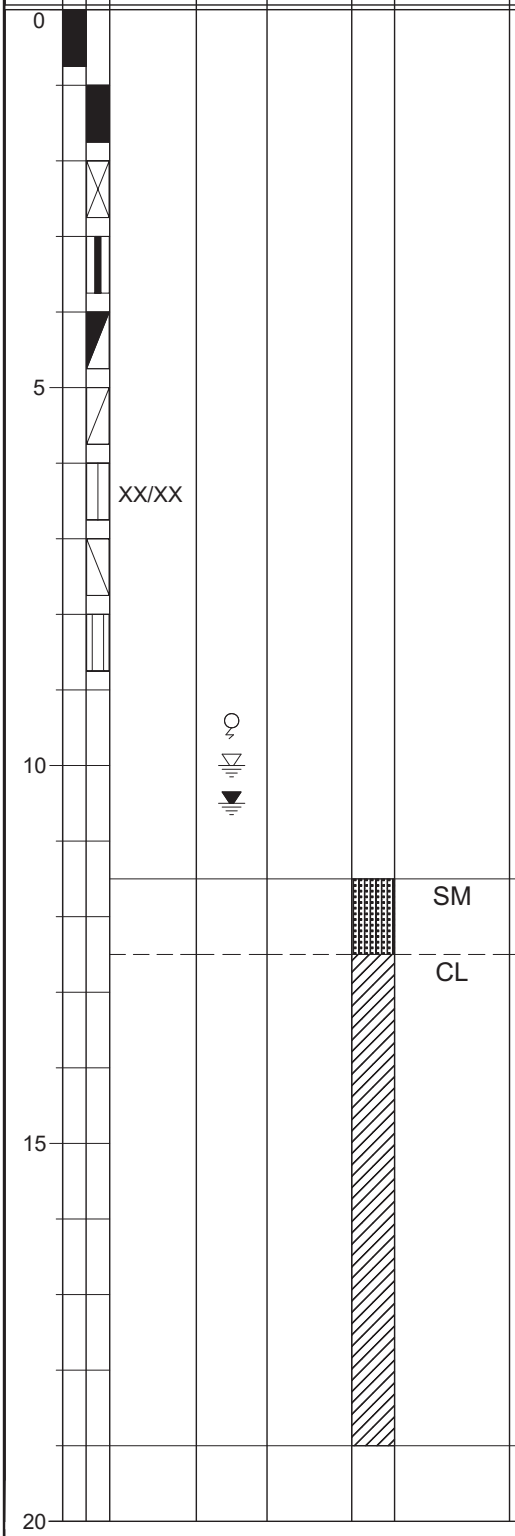
USCS METHOD OF SOIL CLASSIFICATION

BORING LOG EXPLANATION SHEET



Bulk sample.

Modified split-barrel drive sampler.

No recovery with modified split-barrel drive sampler.

Sample retained by others.

Standard Penetration Test (SPT).

No recovery with a SPT.

Shelby tube sample. Distance pushed in inches/length of sample recovered in inches.

No recovery with Shelby tube sampler.

Continuous Push Sample.

Seepage.

Groundwater encountered during drilling.

Groundwater measured after drilling.

SM

MAJOR MATERIAL TYPE (SOIL):

Solid line denotes unit change.

CL

Dashed line denotes material change.

Attitudes: Strike/Dip
b: Bedding
c: Contact
j: Joint
f: Fracture
F: Fault
cs: Clay Seam
s: Shear
bss: Basal Slide Surface
sf: Shear Fracture
sz: Shear Zone
sbs: Shear Bedding Surface

The total depth line is a solid line that is drawn at the bottom of the boring.

DATE DRILLED 3/14/23 BORING NO. B-1

GROUND ELEVATION 1,197' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 2 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						CL	ALLUVIUM: Brown, dry, very stiff, lean CLAY with sand.
		14	9.4	118.2			
		21					Hard; scattered caliche nodules.
5							
		26	9.1	110.2			Very stiff.
						SM	Brown, dry, medium dense, silty SAND; few fine gravel.
						CL	Brown, dry to moist, hard, lean CLAY with sand; scattered caliche nodules.
		34					
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/14/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 1

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Geotechnical & Environmental Sciences Consultants

CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/14/23 BORING NO. B-2

GROUND ELEVATION 1,199' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 4 inches thick.
							AGGREGATE BASE: Approximately 3 inches thick.
						CL	ALLUVIUM: Brown, moist, very stiff, lean CLAY with sand; scattered caliche nodules.
		17					
		38	15.2	110.7			Hard.
5		43					
		58					
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/14/23 shortly after completion of drilling.
15							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
20							

DATE DRILLED 3/14/23 BORING NO. B-3

GROUND ELEVATION 1,202' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 2 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
		12	11.4	107.6		SC	FILL: Brown, dry to moist, loose, clayey SAND.
		11				SC	ALLUVIUM: Brown, dry, medium dense, clayey SAND; scattered caliche nodules.
5		45	6.0	112.0			Dense.
						SM	Brown, dry, dense, silty SAND.
		22				SP	Brown, dry, dense, poorly graded SAND; trace clay.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/14/23 shortly after completion of drilling.
15							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
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FIGURE A- 3

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/16/23 BORING NO. B-4

GROUND ELEVATION 1,201' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 4 inches thick.
							AGGREGATE BASE: Approximately 3 inches thick.
						SC	ALLUVIUM: Brown, dry, medium dense, clayey SAND; scattered caliche nodules.
		14					
		28	14.3	105.4			
5							
		18					Few fine gravel.
		20					
10						SM	Brown, dry, medium dense, silty SAND.
							Total Depth = 10 feet.
							Groundwater not encountered during drilling.
							Backfilled and asphalt concrete patched on 3/16/23 shortly after completion of drilling.
15							
20							

Notes:
Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.

The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.

DATE DRILLED 3/14/23 BORING NO. B-5

GROUND ELEVATION 1,201' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 2 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						CL	ALLUVIUM: Brown, moist to dry, very stiff, lean CLAY with sand; scattered caliche nodules.
		23	18.8	105.9			
		18					
5		50/5"	10.9	108.0			Hard.
		27				SM	Brown, dry, dense, silty SAND; trace clay; scattered caliche nodules.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/14/23 shortly after completion of drilling.
15							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
20							

DATE DRILLED 3/14/23 BORING NO. B-6

GROUND ELEVATION 1,203' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 2 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						SC	ALLUVIUM: Brown, moist, medium dense, clayey SAND.
		8					
		24	12.3	109.7			
5							
		9				SM	Brown, dry, medium dense, silty SAND.
		68/11"					Very dense.
						SC	Brown, dry, very dense, clayey SAND; scattered caliche nodules.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/14/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 6

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/16/23 BORING NO. B-7

GROUND ELEVATION 1,202' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 2 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						SC	ALLUVIUM: Brown, dry, medium dense, clayey SAND.
		17	10.5	109.1			
		7					Loose.
5							
		22	9.2	112.8			Medium dense.
		11					
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/16/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
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FIGURE A- 7

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/16/23 BORING NO. B-8

GROUND ELEVATION 1,204' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 5 inches thick.
							AGGREGATE BASE: Approximately 3 inches thick.
						SC	ALLUVIUM: Brown, moist, medium dense, clayey SAND.
		11					
		32	15.2	110.9			
5						CL	Brown, dry, hard, sandy lean CLAY; scattered caliche nodules.
		22					
		28					
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/16/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 8

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/15/23 BORING NO. B-9

GROUND ELEVATION 1,203' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 4 inches thick.
							AGGREGATE BASE: Approximately 5 inches thick.
						CL	ALLUVIUM: Brown, dry, hard, sandy lean CLAY; scattered caliche nodules.
		34	17.6	104.3			
		14					Very stiff.
5							
		45	6.6	113.1			Hard.
						SM	Brown, dry, dense, silty SAND; few fine gravel.
		20					
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/15/23 shortly after completion of drilling.
15							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
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FIGURE A- 9

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/15/23 BORING NO. B-10

GROUND ELEVATION 1,204' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 3 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						CL	ALLUVIUM: Brown, dry to moist, very stiff, sandy lean CLAY; scattered caliche nodules.
		13					
		36	17.8	104.1			Hard.
5							
		24					
		20				SM	Brown,dry, medium dense, silty SAND; trace clay; scattered caliche nodules.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/15/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 10

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/15/23 BORING NO. B-11

GROUND ELEVATION 1,204' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 3 inches thick.
							AGGREGATE BASE: Approximately 5 1/2 inches thick.
		12	10.2	113.8		SC	ALLUVIUM: Brown, dry to moist, loose, clayey SAND.
5		10					Medium dense.
		73	16.2	95.6			Very dense; scattered caliche nodules.
		30					Dense.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/15/23 shortly after completion of drilling.
15							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
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DATE DRILLED 3/15/23 BORING NO. B-12

GROUND ELEVATION 1,204' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 3 inches thick.
							AGGREGATE BASE: Approximately 3 inches thick.
						SC	ALLUVIUM: Brown, dry to moist, medium dense, clayey SAND.
		14					
		36	14.2	109.7			
5							
		49					Very dense; scattered caliche nodules.
		50/3"					Dry.
							Total Depth = 9.3 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/15/23 shortly after completion of drilling.
10							
15							
20							

Notes:
Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.

The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.

DATE DRILLED 3/15/23 BORING NO. B-13

GROUND ELEVATION 1,205' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 3 inches thick.
							AGGREGATE BASE: Approximately 3 inches thick.
						SC	ALLUVIUM: Brown, moist to dry, medium dense, clayey SAND.
		30	15.6	113.9			
		23					Dense; scattered caliche nodules.
5							
		77/10"	13.3	104.5			Very dense.
		88/11"					
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/15/23 shortly after completion of drilling.
15							
20							

Notes:
Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.

The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.

DATE DRILLED 3/15/23 BORING NO. B-14

GROUND ELEVATION 1,205' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 4 1/2 inches thick.
							AGGREGATE BASE: Approximately 3 inches thick.
						CL	ALLUVIUM: Brown, moist to dry, very stiff, sandy lean CLAY; scattered caliche nodules.
		18					
		30	14.6	107.3			Hard.
5		30					
		63					
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/15/23 shortly after completion of drilling. Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

DATE DRILLED 3/16/23 BORING NO. B-15

GROUND ELEVATION 1,205' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 4 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						SC	ALLUVIUM: Brown, dry to moist, medium dense, clayey SAND.
		21	15.5	110.2			
		14					
5							
		21				SP	Brown, dry, medium dense, poorly graded SAND.
						SM	Brown, dry, medium dense, silty SAND; trace coarse gravel.
		17					
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/16/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 15

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/15/23 BORING NO. B-16

GROUND ELEVATION 1,206' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 2 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						CL	ALLUVIUM: Brown, dry, very stiff, sandy lean CLAY; scattered caliche nodules.
		15					
		19	18.2	103.5			
5							
		26					Hard.
		26					Very stiff.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/15/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 16

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/15/23 BORING NO. B-17

GROUND ELEVATION 1,208' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 3 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						SC	ALLUVIUM: Brown, dry to moist, medium dense, clayey SAND.
		9					No recovery; coarse gravel.
		19	15.6	98.4			
5						SM	Brown, dry, medium dense, silty SAND; trace fine gravel.
		11					
		26				SC	Brown, moist, medium dense, clayey SAND.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/15/23 shortly after completion of drilling.
15							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
20							

DATE DRILLED 3/15/23 BORING NO. B-18

GROUND ELEVATION 1,207' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 3 1/2 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						CL	ALLUVIUM: Brown, moist, very stiff, lean CLAY with sand; scattered caliche nodules.
		21	15.5	110.7			
		19					
5							
		32	16.5	106.9			Hard.
		10					Stiff.
						SM	Brown, dry, medium dense, silty SAND.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/15/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 18

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/16/23 BORING NO. B-19

GROUND ELEVATION 1,207' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 4 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						CL	ALLUVIUM: Brown, moist to dry, very stiff, sandy lean CLAY; scattered caliche nodules.
		25	18.8	103.9			
		19					
5							
		20	13.1	99.6		SM	Brown, dry, medium dense, silty SAND.
		7					Loose.
10							
						SC	Brown, dry, very dense, clayey SAND; scattered caliche nodules.
		39					
15							Total Depth = 15 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/16/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
20							

FIGURE A- 19

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/16/23 BORING NO. B-20

GROUND ELEVATION 1,211' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 3 inches thick.
							AGGREGATE BASE: Approximately 4 inches thick.
						SC	ALLUVIUM: Brown, dry, medium dense, clayey SAND.
		16					
		22	9.6	105.3			
5							
						CL	Brown, dry, very stiff, sandy lean CLAY; scattered caliche nodules.
		12					
		45					Hard.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/16/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 20

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

DATE DRILLED 3/16/23 BORING NO. B-21

GROUND ELEVATION 1,208' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (GSI)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY SDN

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 3 inches thick.
							AGGREGATE BASE: Approximately 3 inches thick.
						CL	ALLUVIUM: Brown, moist, stiff, sandy lean CLAY.
		12	16.4	110.1			
		20					Very stiff.
5							
		25	11.4	115.5		SM	Brown, dry to moist, medium dense, silty SAND.
						CL	Brown, dry to moist, hard, sandy lean CLAY; scattered caliche nodules.
		21					
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/16/23 shortly after completion of drilling.
							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 21

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CHANDLER WATER MAIN REPLACEMENT 2022
CHANDLER, ARIZONA

APPENDIX B

Laboratory Testing

APPENDIX B

LABORATORY TESTING

Classification
Soils were visually and texturally classified in accordance with the Unified Soil Classification System (USCS) in general accordance with ASTM D2488. Soil classifications are indicated on the logs of the exploratory borings in Appendix A.

In-Place Moisture and Density Tests
The moisture content and dry density of relatively undisturbed samples obtained from the exploratory borings were evaluated in general accordance with ASTM D2937. The test results are presented on the logs of the exploratory borings in Appendix A.

Gradation Analysis
Gradation analysis tests were performed on selected representative soil samples in general accordance with ASTM D422. The grain-size distribution curves are shown on Figures B-1 through B-10. These test results were utilized in evaluating the soil classifications in accordance with the USCS.

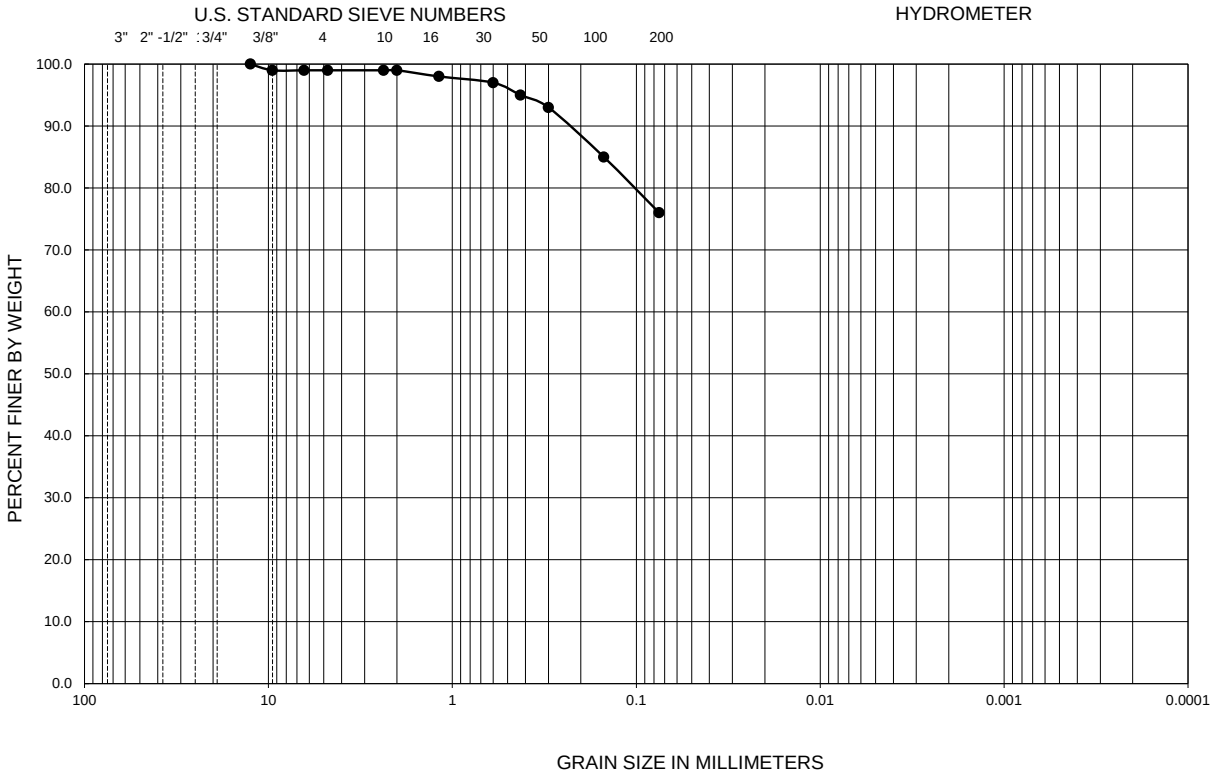
Atterberg Limits
Atterberg Limits Tests were performed on selected representative fine-grained soil samples to evaluate the liquid limit, plastic limit, and plasticity index in general accordance with ASTM D4318. These test results were utilized to evaluate the soil classification in accordance with the USCS. The test results and classifications are shown on Figures B-11 and B-12.

Proctor Density Tests
The maximum dry density and optimum moisture content of selected representative soil samples were evaluated using the Standard Proctor method in general accordance with ASTM D698. The results of these tests are summarized on Figures B-13 and B-14.

Consolidation Tests
Consolidation tests were performed on selected relatively undisturbed soil samples in general accordance with ASTM D2435. The samples were inundated during testing to represent adverse field conditions. The percent of consolidation for each load cycle was recorded as a ratio of the amount of vertical compression to the original height of the sample. The results of the tests are summarized on Figures B-15 and B-16.

Soil Corrosivity Tests
Soil pH and minimum resistivity tests were performed on a representative sample in general accordance with Arizona test method, ARIZ 236c. The chloride content of the selected sample was evaluated in general accordance with ARIZ 736. The sulfate content of the selected sample was evaluated in general accordance with ARIZ 733. The test results are shown on Figures B-17 and B-18.

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-1	3.5-5.0	44	19	25	--	--	--	--	--	76.0	CL

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

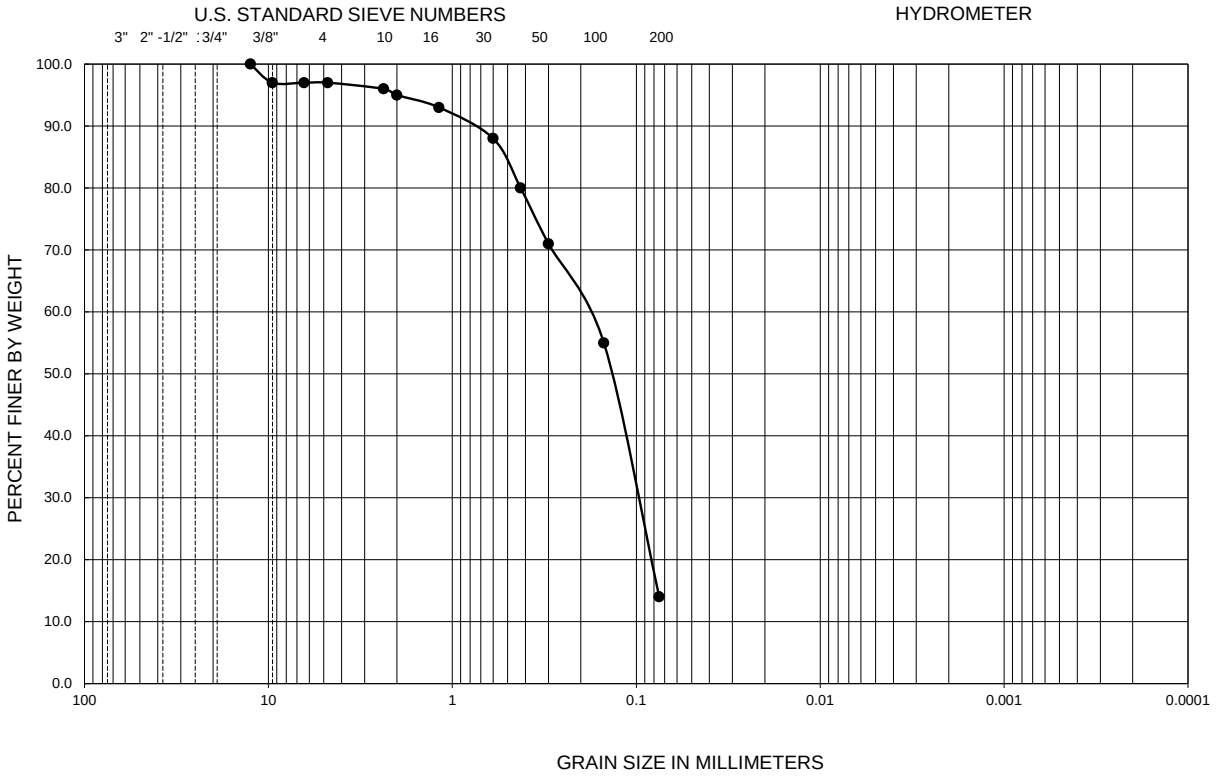
FIGURE B-1

GRADATION TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-4	1.0-2.5	52	21	31	--	0.097	0.19	--	--	14.0	SC

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-2

GRADATION TEST RESULTS

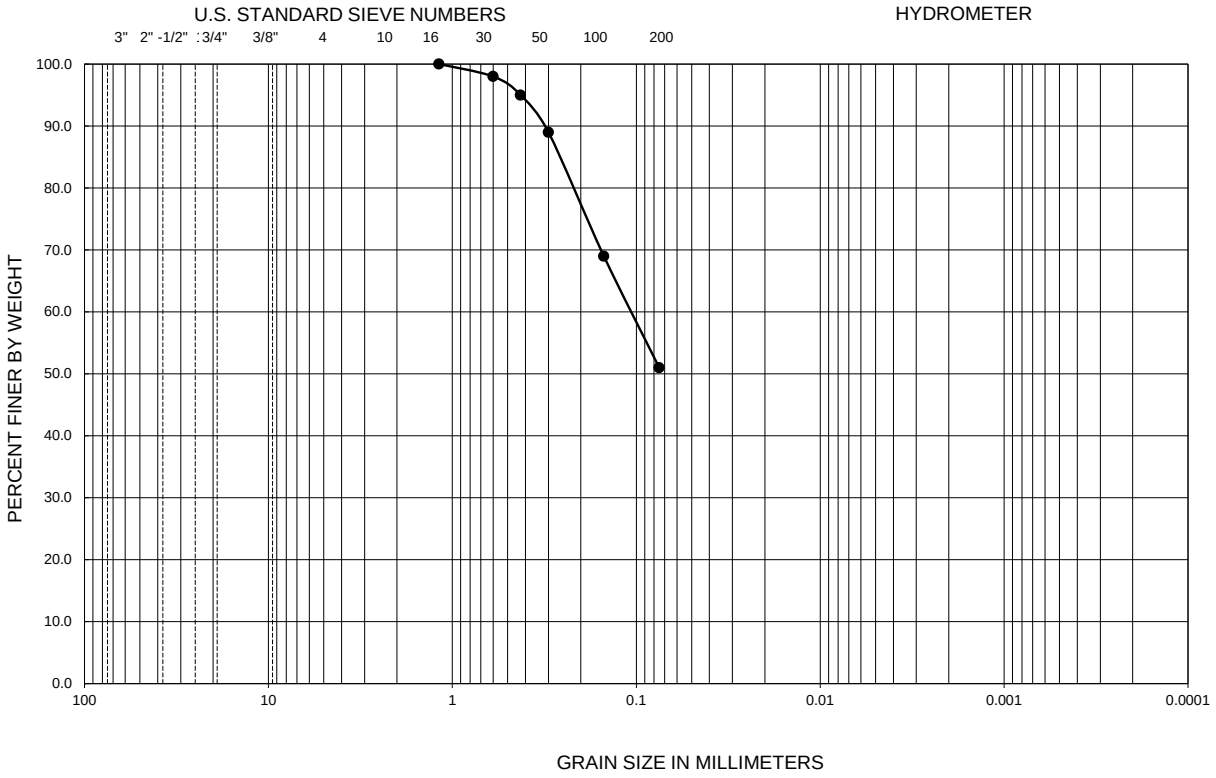
CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-5	3.5-5.0	39	17	22	--	--	0.11	--	--	51.0	CL

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

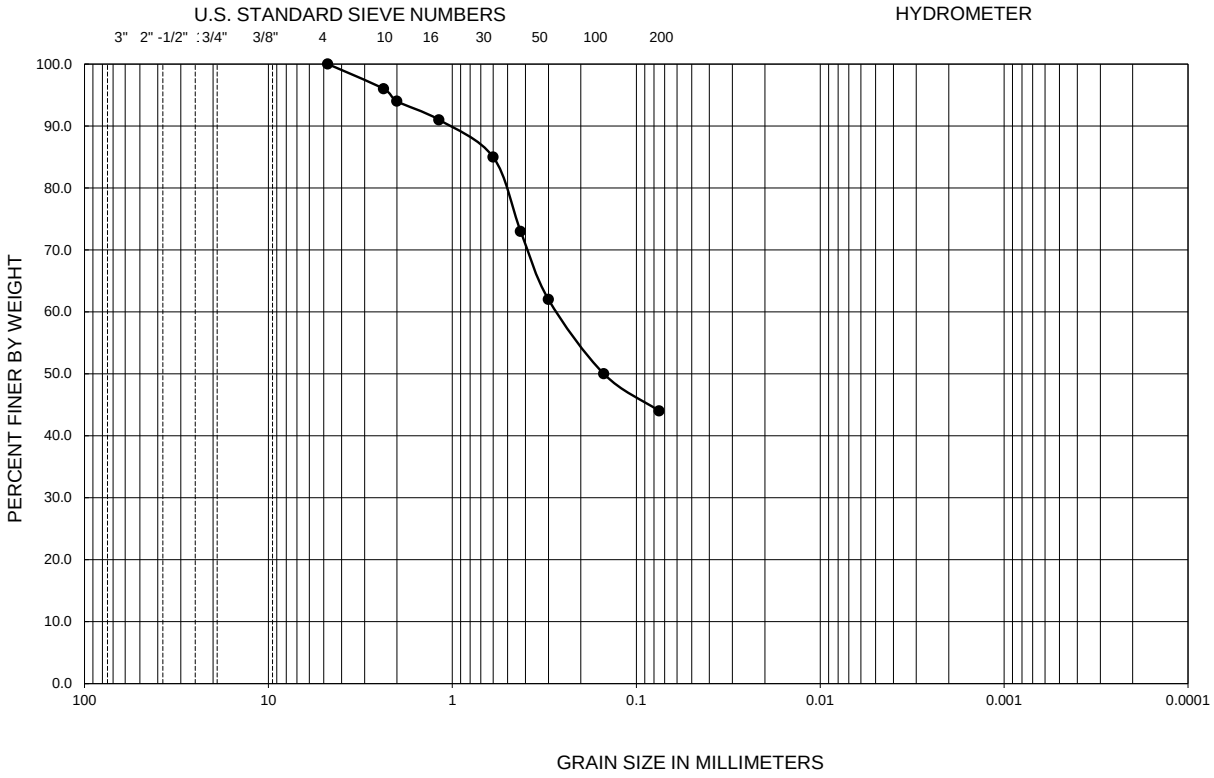
FIGURE B-3

GRADATION TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-7	3.5-5.0	38	20	18	--	--	0.27	--	--	44.0	SC

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-4

GRADATION TEST RESULTS

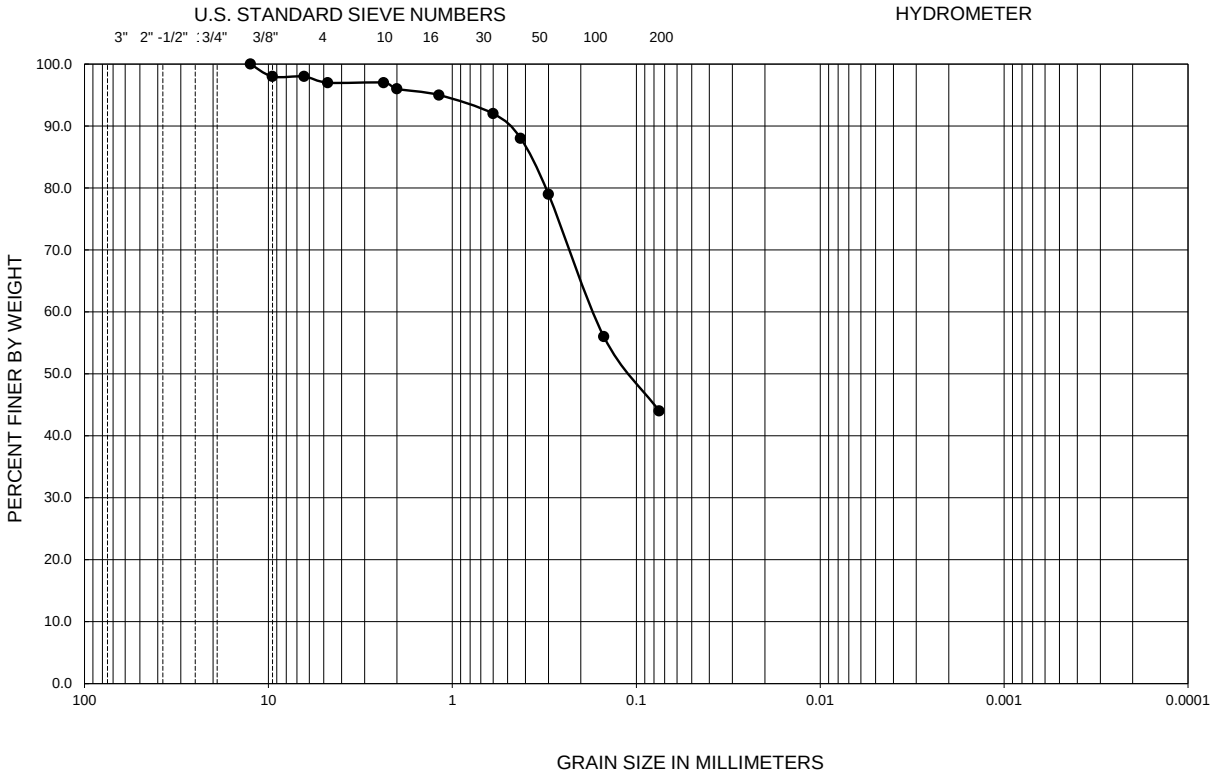
CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-8	1.0-2.5	37	14	23	--	--	0.17	--	--	44.0	SC

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

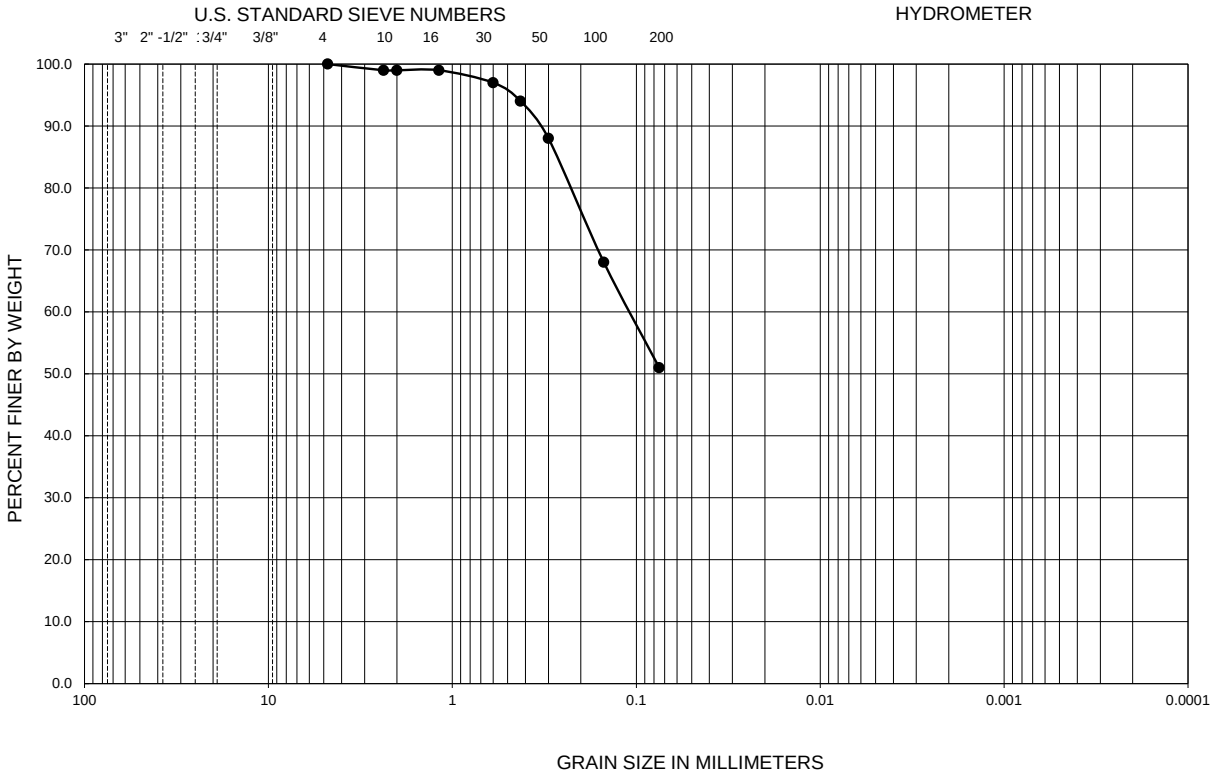
FIGURE B-5

GRADATION TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-9	3.5-5.0	42	15	27	--	--	0.11	--	--	51.0	CL

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

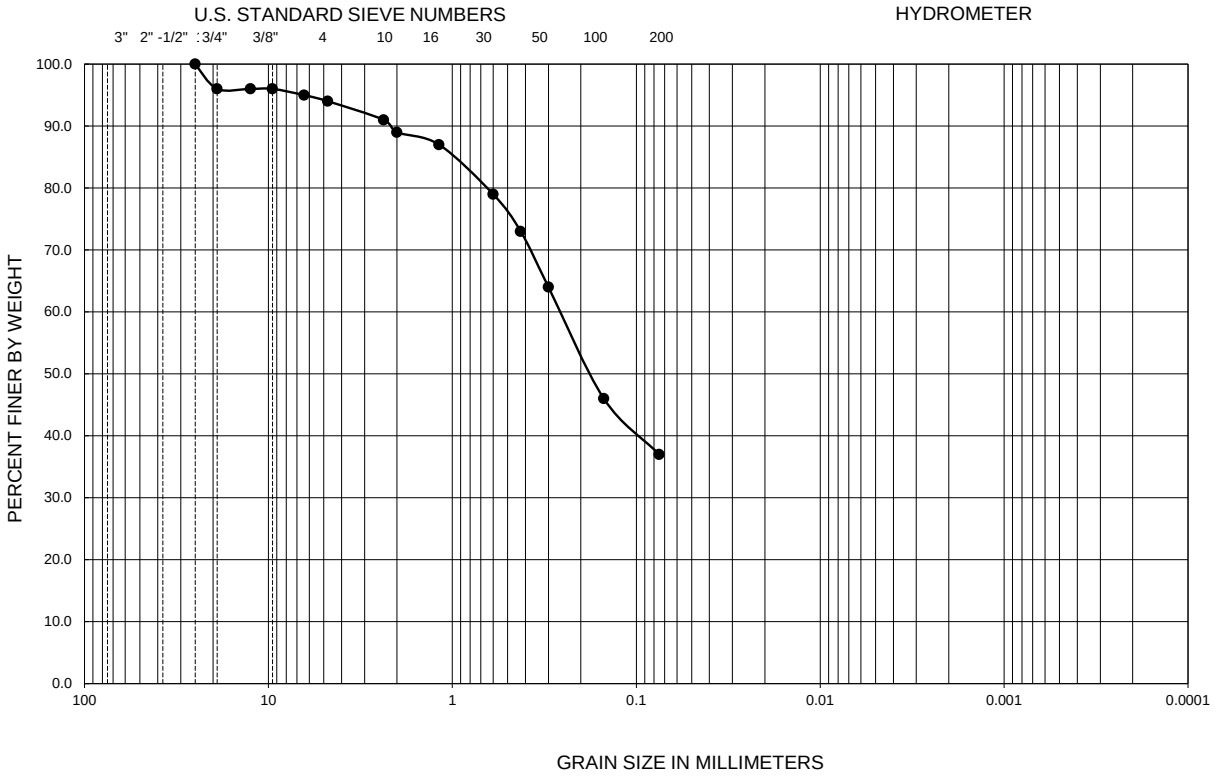
FIGURE B-6

GRADATION TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-13	3.5-5.0	39	15	24	--	--	0.26	--	--	37.0	SC

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-7

GRADATION TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

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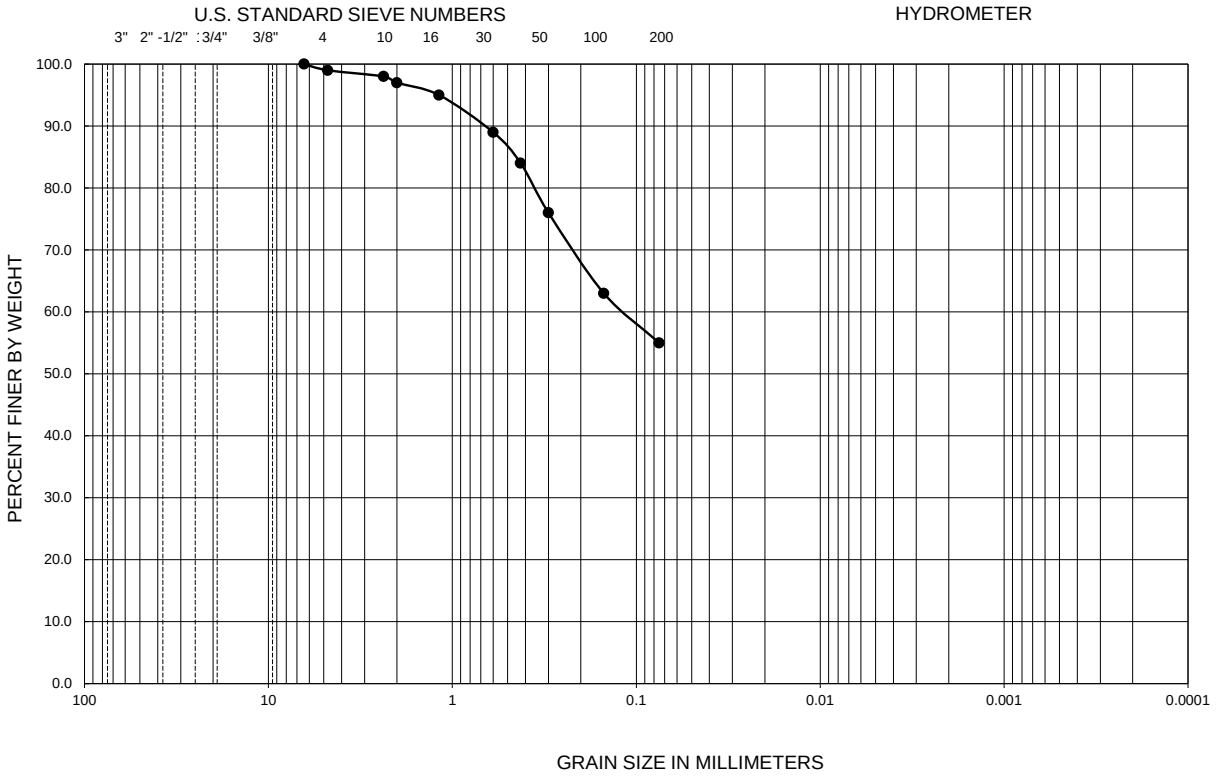
GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-14	1.0-2.5	41	16	25	--	--	0.12	--	--	55.0	CL

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-8

GRADATION TEST RESULTS

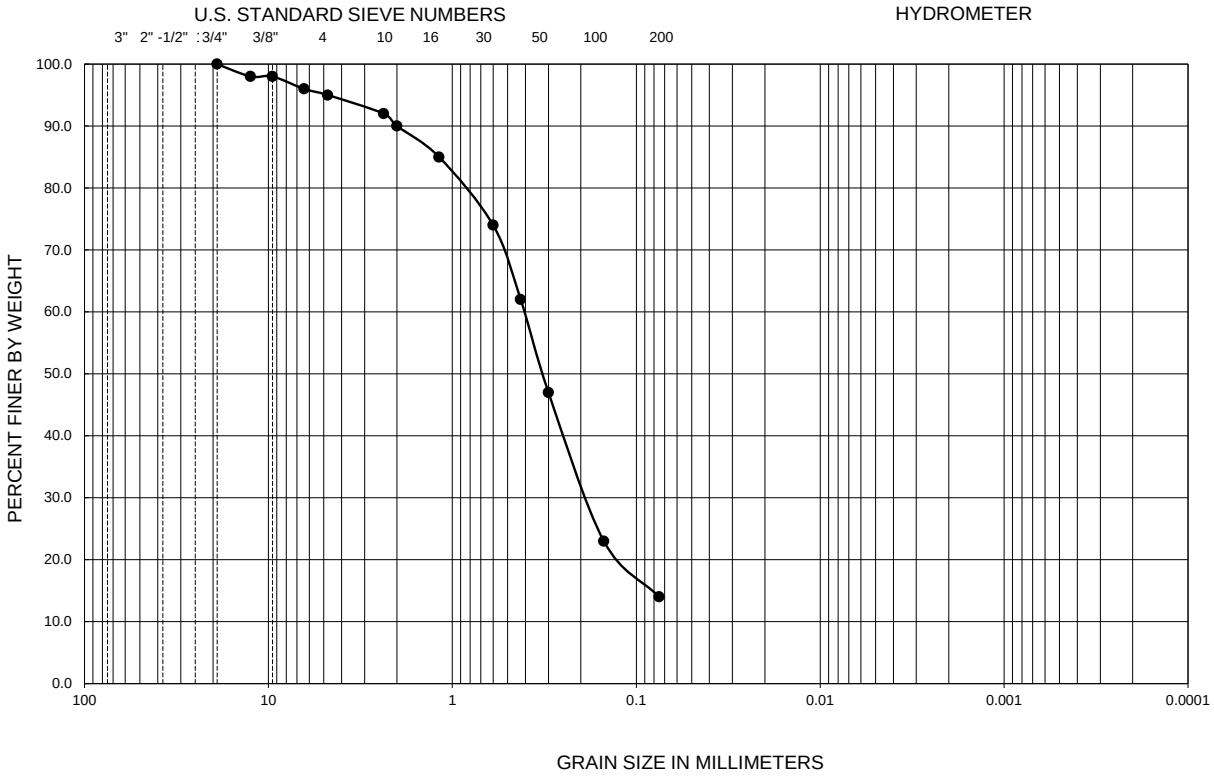
CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-17	6.0-7.5	--	--	NP	--	0.184	0.41	--	--	14.0	SM

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

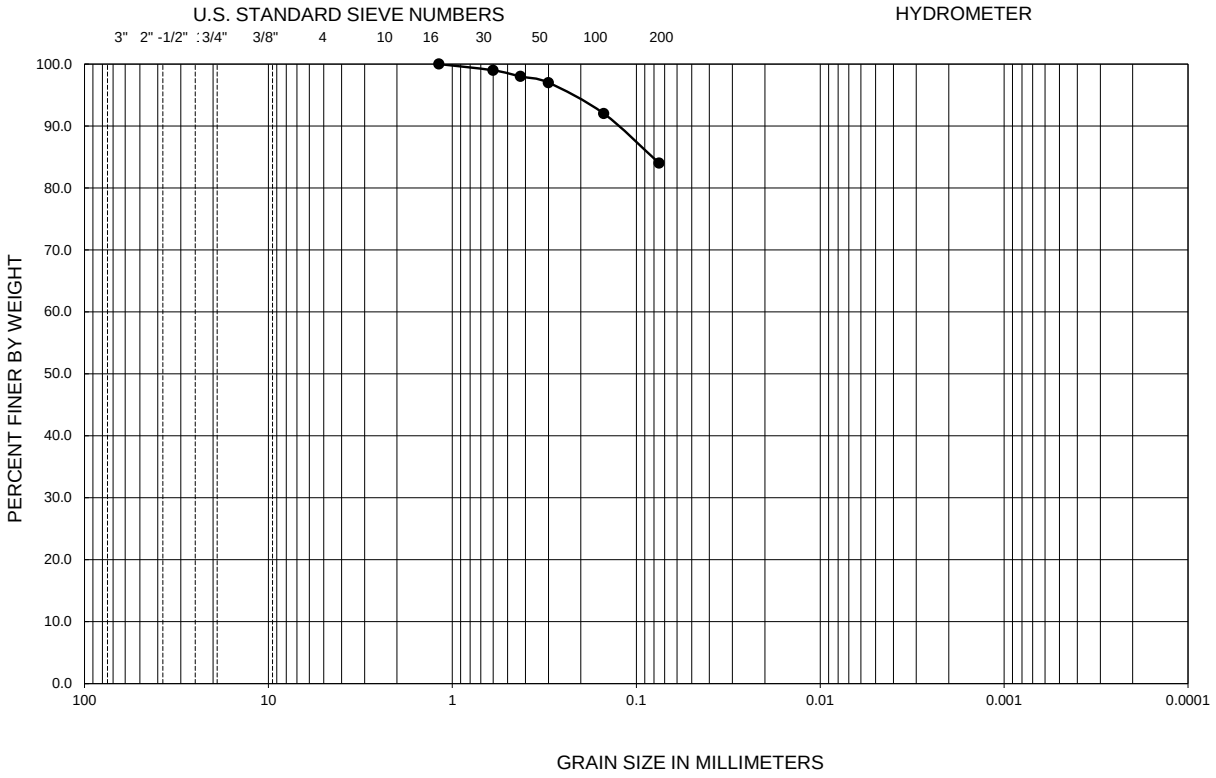
FIGURE B-9

GRADATION TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D_{10}	D_{30}	D_{60}	C_u	C_c	Passing No. 200 (percent)	USCS
●	B-18	3.5-5.0	43	16	27	--	--	--	--	--	84.0	CL

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-10

GRADATION TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

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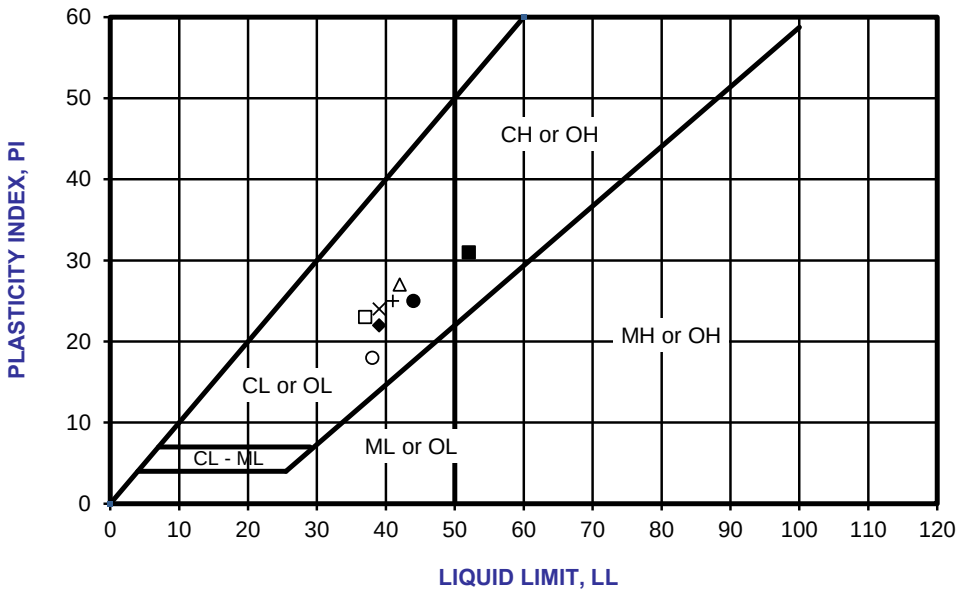
SYMBOL	LOCATION	DEPTH (ft)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	USCS CLASSIFICATION (Fraction Finer Than No. 40 Sieve)	USCS
●	B-1	3.5-5.0	44	19	25	CL	CL
■	B-4	1.0-2.5	52	21	31	CH	SC
◆	B-5	3.5-5.0	39	17	22	CL	CL
○	B-7	3.5-5.0	38	20	18	CL	SC
□	B-8	1.0-2.5	37	14	23	CL	SC
△	B-9	3.5-5.0	42	15	27	CL	CL
X	B-13	3.5-5.0	39	15	24	CL	SC
+	B-14	1.0-2.5	41	16	25	CL	CL

NP - INDICATES NON-PLASTIC



PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4318

FIGURE B-11

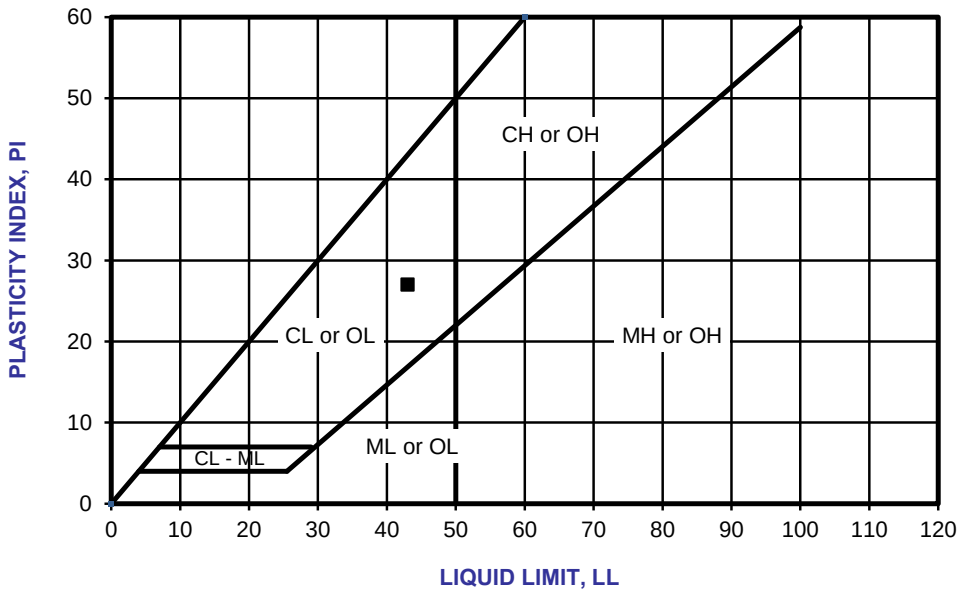
ATTERBERG TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

SYMBOL	LOCATION	DEPTH (ft)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	USCS CLASSIFICATION (Fraction Finer Than No. 40 Sieve)	USCS
●	B-17	6.0-7.5	--	--	NP	ML	SM
■	B-18	3.5-5.0	43	16	27	CL	CL

NP - INDICATES NON-PLASTIC



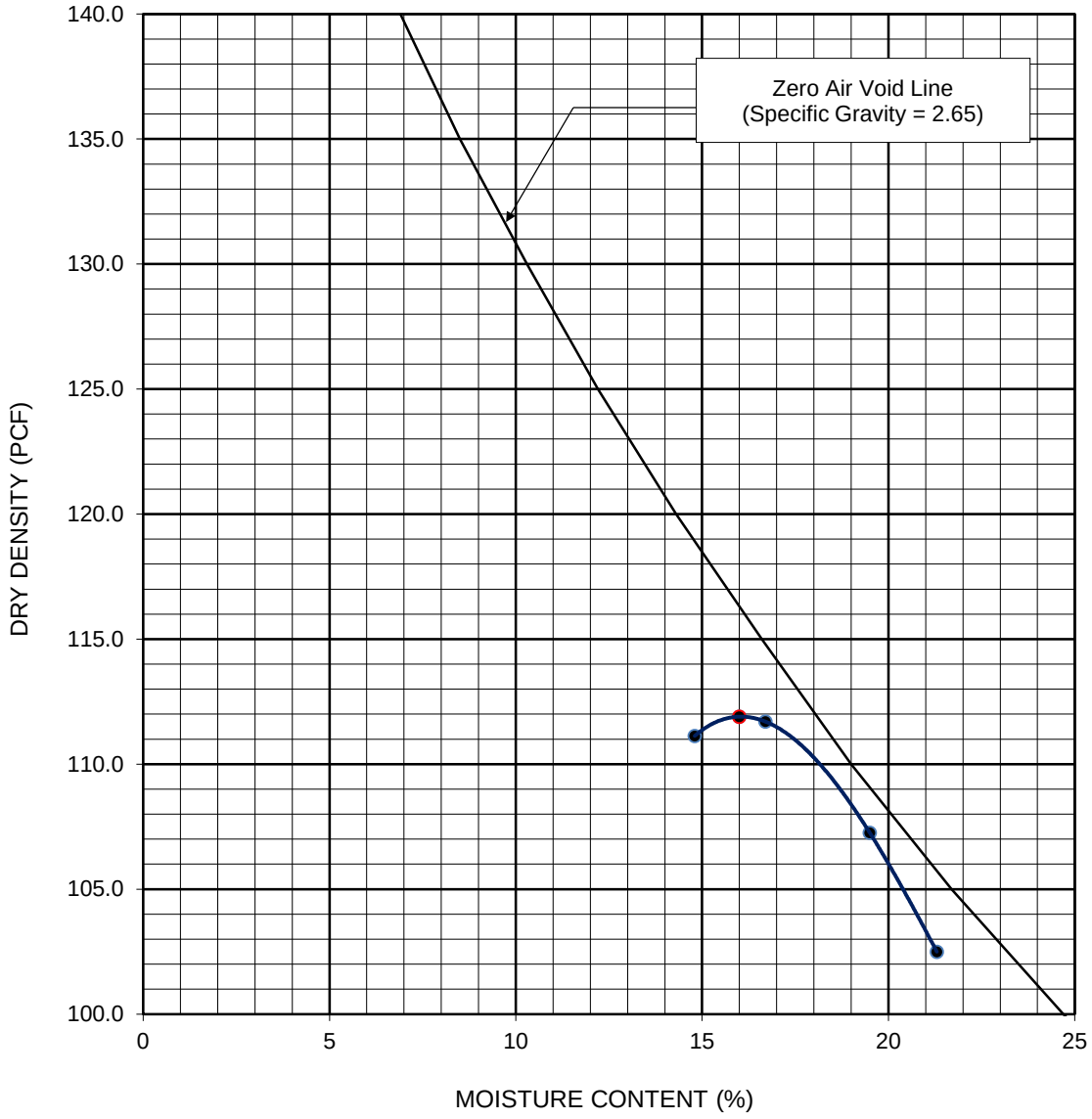
PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4318

FIGURE B-12

ATTERBERG TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA



Sample Location	Depth (ft)	Soil Description	Maximum Dry Density (pcf)	Optimum Moisture Content (percent)
B-4	1.0-5.0	SC	111.9	16.0
Dry Density and Moisture Content Values Corrected for Oversize (ASTM D 4718)			114	15

PERFORMED IN GENERAL ACCORDANCE WITH ☐ ASTM D 1557 ☑ ASTM D 698 METHOD ☑ A ☐ B ☐ C

FIGURE B-13

MAXIMUM DENSITY RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

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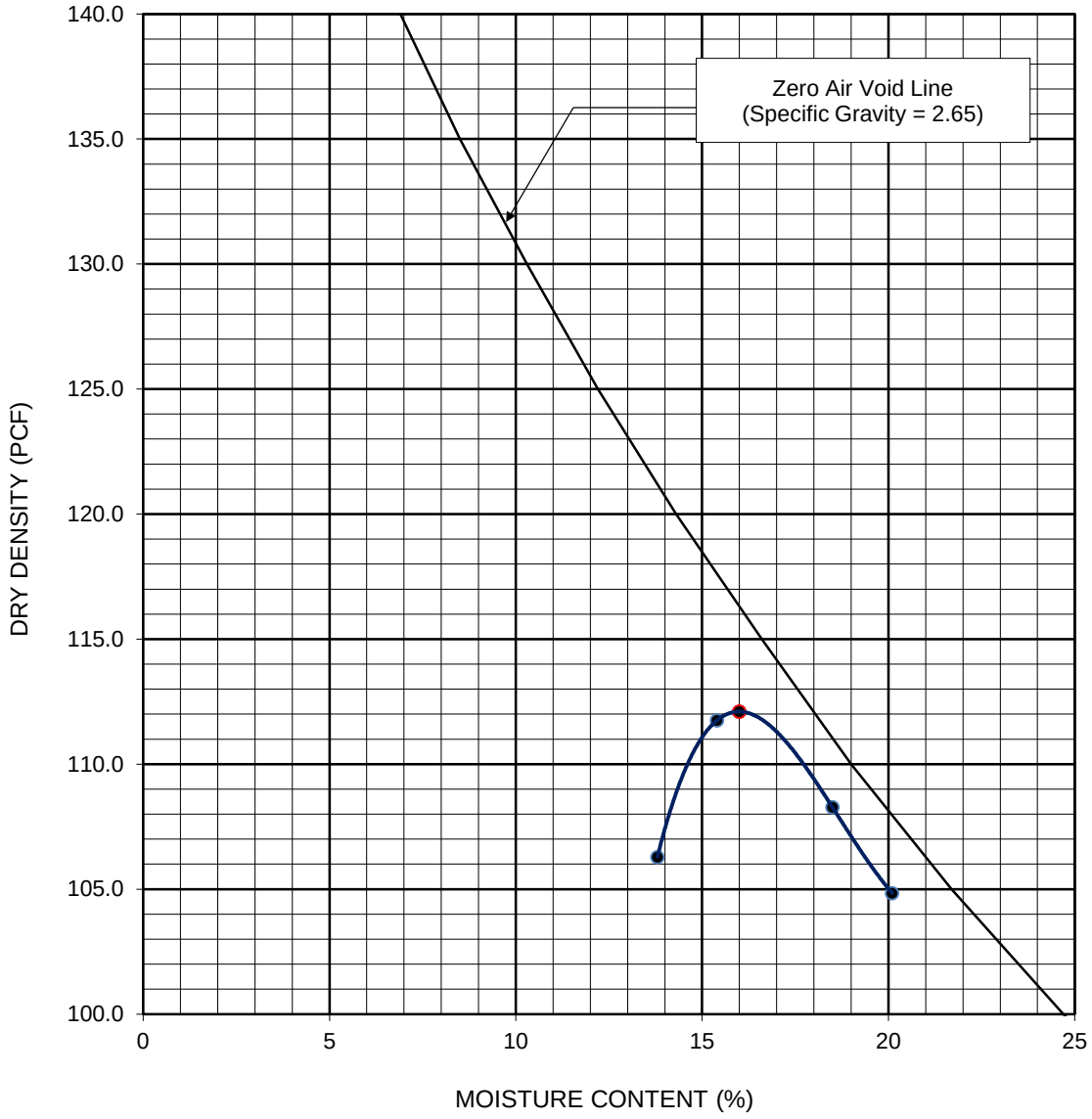
Geotechnical & Environmental Sciences Consultants



Sample Location	Depth (ft)	Soil Description	Maximum Dry Density (pcf)	Optimum Moisture Content (percent)
B-14	1.0-5.0	CL	112.1	16.0
Dry Density and Moisture Content Values Corrected for Oversize (ASTM D 4718)			114	15

PERFORMED IN GENERAL ACCORDANCE WITH ☐ ASTM D 1557 ☑ ASTM D 698 METHOD ☑ A ☐ B ☐ C

FIGURE B-14

MAXIMUM DENSITY RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

Ninyo & Moore
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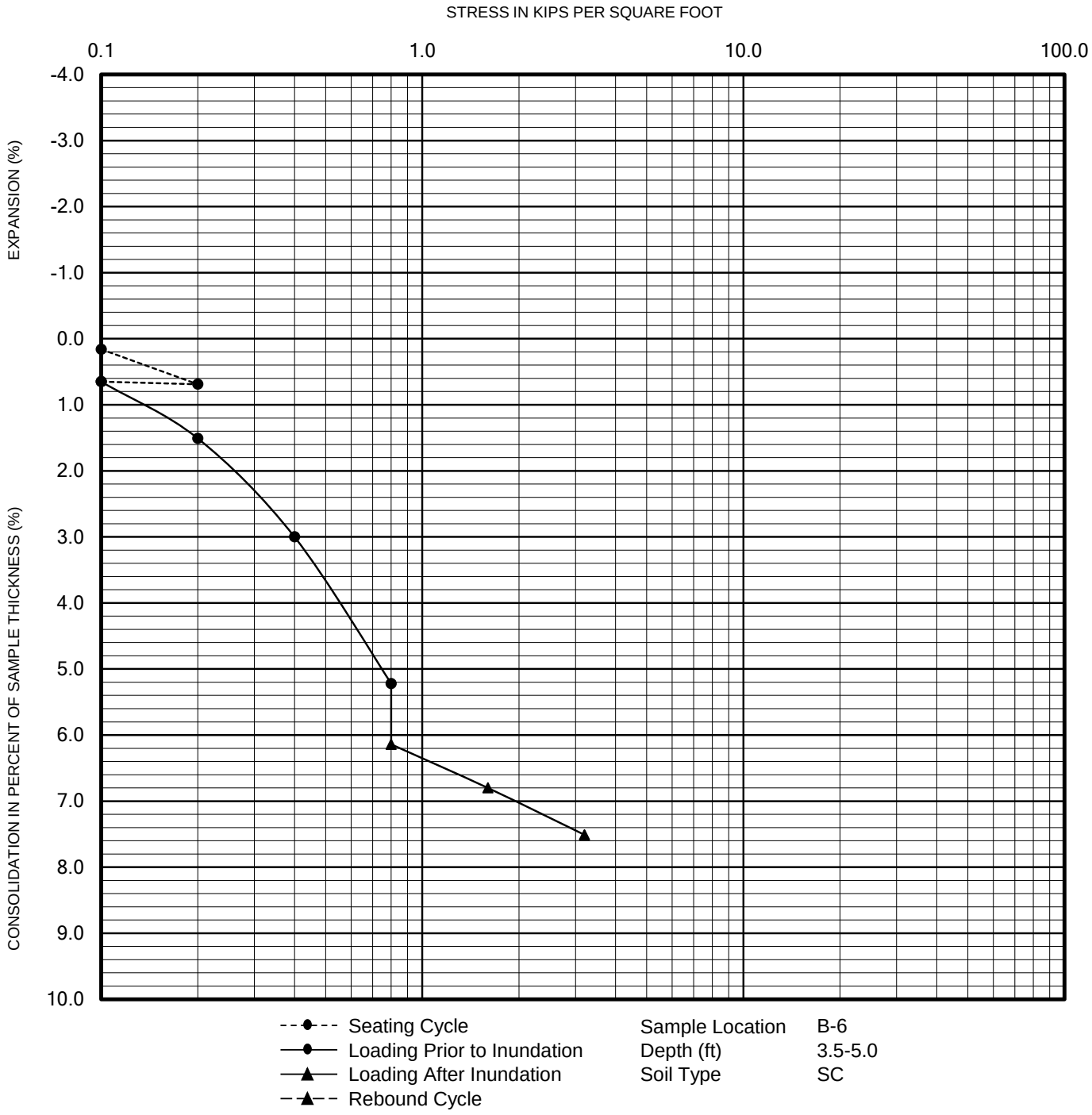


PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 2435

FIGURE B-15

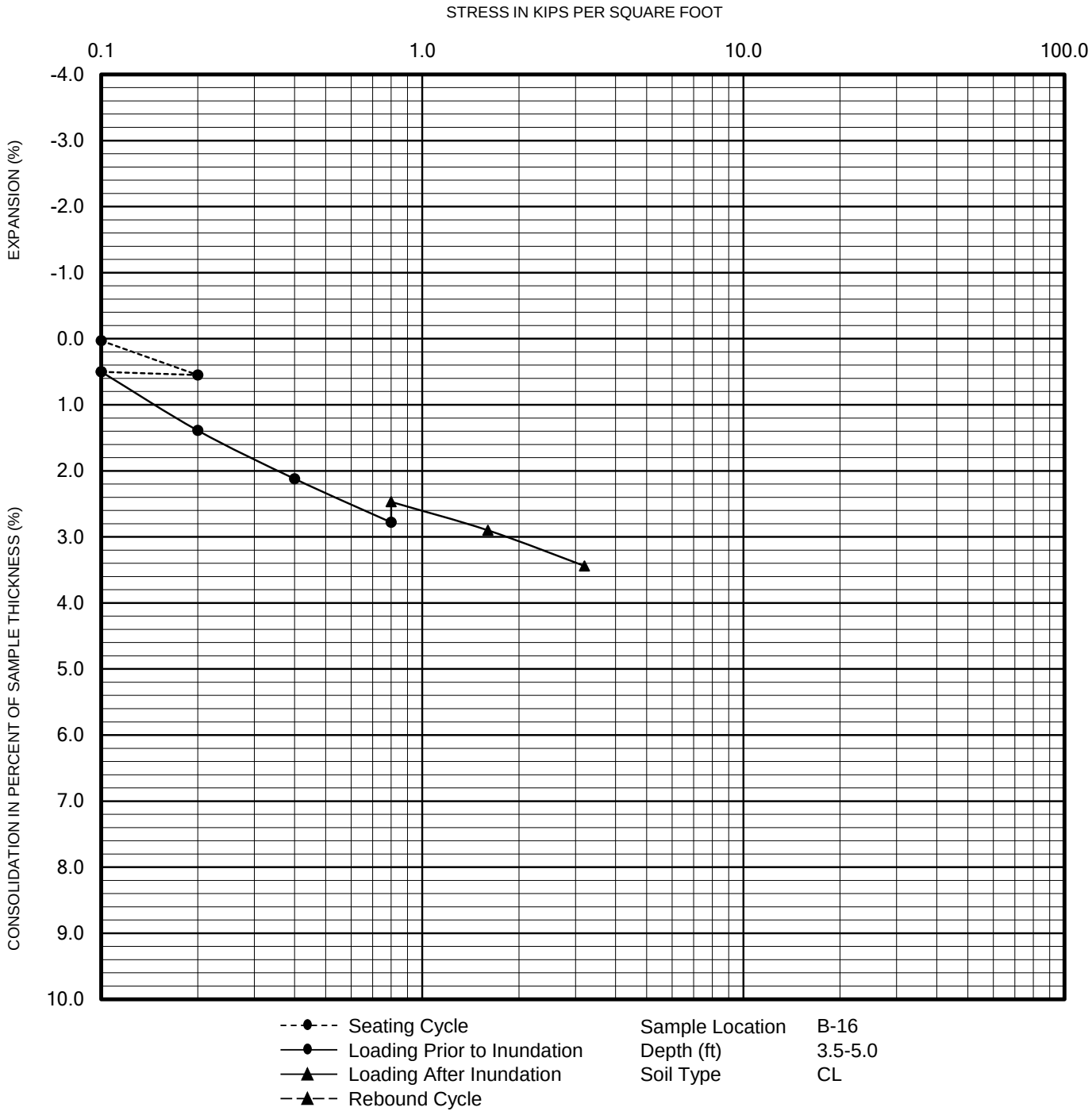
CONSOLIDATION TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants



PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 2435

FIGURE B-16

CONSOLIDATION TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

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SAMPLE LOCATION	SAMPLE DEPTH (ft)	pH [1]	RESISTIVITY [1] (Ohm-cm)	SULFATE CONTENT [2] (ppm)	(%)	CHLORIDE CONTENT [3] (ppm)
B-1	1.0-5.0	7.8	2,211	2	0.0002	12
B-6	1.0-5.0	7.7	3,015	4	0.0004	8
B-7	1.0-5.0	7.3	3,015	10	0.0010	16
B-8	1.0-5.0	7.5	2,479	6	0.0006	11
B-9	1.0-5.0	7.6	2,010	4	0.0004	10
B-11	1.0-5.0	7.4	2,613	7	0.0007	13
B-15	1.0-5.0	7.7	2,211	8	0.0008	13
B-17	1.0-5.0	7.3	2,546	11	0.0011	31

[1] PERFORMED IN GENERAL ACCORDANCE WITH ARIZONA TEST METHOD 236c
[2] PERFORMED IN GENERAL ACCORDANCE WITH ARIZONA TEST METHOD 733
[3] PERFORMED IN GENERAL ACCORDANCE WITH ARIZONA TEST METHOD 736

SAMPLE LOCATION	SAMPLE DEPTH (ft)	pH [1]	RESISTIVITY [1] (Ohm-cm)	SULFATE CONTENT [2] (ppm)	(%)	CHLORIDE CONTENT [3] (ppm)
B-21	1.0-5.0	6.9	2,144	3	0.0003	14

[1] PERFORMED IN GENERAL ACCORDANCE WITH ARIZONA TEST METHOD 236c
[2] PERFORMED IN GENERAL ACCORDANCE WITH ARIZONA TEST METHOD 733
[3] PERFORMED IN GENERAL ACCORDANCE WITH ARIZONA TEST METHOD 736

FIGURE B-18

CORROSIVITY TEST RESULTS

CHANDLER WATER MAIN REPLACEMENT 2022

CHANDLER, ARIZONA

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

607398001 | 4/23

APPENDIX C

Ninyo & Moore Boring Logs - 2020

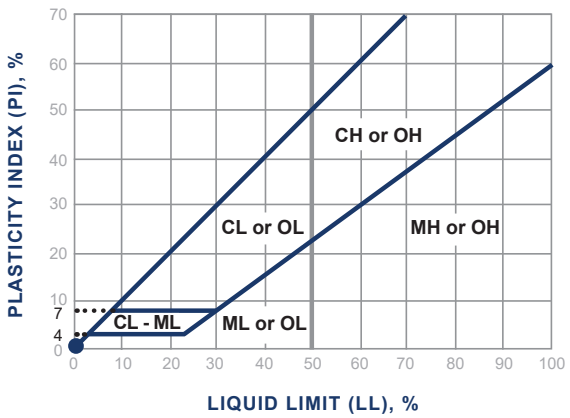
Soil Classification Chart Per ASTM D 2488

Primary Divisions			Secondary Divisions	
			Group Symbol	Group Name
COARSE-GRAINED SOILS more than 50% retained on No. 200 sieve	**GRAVEL** more than 50% of coarse fraction retained on No. 4 sieve	CLEAN GRAVEL less than 5% fines	GW	well-graded GRAVEL
			GP	poorly graded GRAVEL
		GRAVEL with DUAL CLASSIFICATIONS 5% to 12% fines	GW-GM	well-graded GRAVEL with silt
			GP-GM	poorly graded GRAVEL with silt
			GW-GC	well-graded GRAVEL with clay
			GP-GC	poorly graded GRAVEL with
		GRAVEL with FINES more than 12% fines	GM	silty GRAVEL
			GC	clayey GRAVEL
			GC-GM	silty, clayey GRAVEL
	SAND 50% or more of coarse fraction passes No. 4 sieve	CLEAN SAND less than 5% fines	SW	well-graded SAND
			SP	poorly graded SAND
		SAND with DUAL CLASSIFICATIONS 5% to 12% fines	SW-SM	well-graded SAND with silt
			SP-SM	poorly graded SAND with silt
			SW-SC	well-graded SAND with clay
			SP-SC	poorly graded SAND with clay
		SAND with FINES more than 12% fines	SM	silty SAND
			SC	clayey SAND
			SC-SM	silty, clayey SAND
FINE-GRAINED SOILS 50% or more passes No. 200 sieve	**SILT and CLAY** liquid limit less than 50%	INORGANIC	CL	lean CLAY
			ML	SILT
			CL-ML	silty CLAY
		ORGANIC	OL (PI > 4)	organic CLAY
			OL (PI < 4)	organic SILT
	SILT and CLAY liquid limit 50% or more	INORGANIC	CH	fat CLAY
			MH	elastic SILT
		ORGANIC	OH (plots on or above "A"-line)	organic CLAY
			OH (plots below "A"-line)	organic SILT
	Highly Organic Soils		PT	Peat

Grain Size

Description		Sieve Size	Grain Size	Approximate Size
Boulders		> 12"	> 12"	Larger than basketball-sized
Cobbles		3 - 12"	3 - 12"	Fist-sized to basketball-sized
Gravel	Coarse	3/4 - 3"	3/4 - 3"	Thumb-sized to fist-sized
	Fine	#4 - 3/4"	0.19 - 0.75"	Pea-sized to thumb-sized
Sand	Coarse	#10 - #4	0.079 - 0.19"	Rock-salt-sized to pea-sized
	Medium	#40 - #10	0.017 - 0.079"	Sugar-sized to rock-salt-sized
	Fine	#200 - #40	0.0029 - 0.017"	Flour-sized to sugar-sized
Fines		Passing #200	< 0.0029"	Flour-sized and smaller

Plasticity Chart



Apparent Density - Coarse-Grained Soil

Apparent Density	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Loose	≤ 4	≤ 8	≤ 3	≤ 5
Loose	5 - 10	9 - 21	4 - 7	6 - 14
Medium Dense	11 - 30	22 - 63	8 - 20	15 - 42
Dense	31 - 50	64 - 105	21 - 33	43 - 70
Very Dense	> 50	> 105	> 33	> 70

Consistency - Fine-Grained Soil

Consis-tency	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Soft	< 2	< 3	< 1	< 2
Soft	2 - 4	3 - 5	1 - 3	2 - 3
Firm	5 - 8	6 - 10	4 - 5	4 - 6
Stiff	9 - 15	11 - 20	6 - 10	7 - 13
Very Stiff	16 - 30	21 - 39	11 - 20	14 - 26
Hard	> 30	> 39	> 20	> 26

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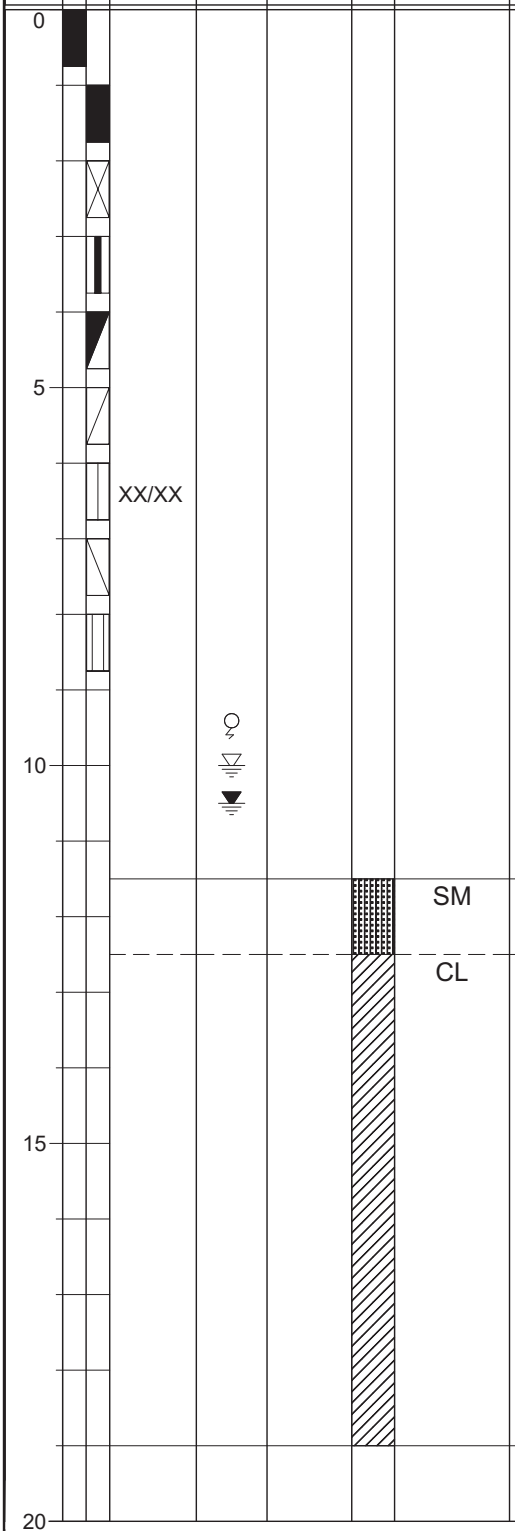
USCS METHOD OF SOIL CLASSIFICATION

BORING LOG EXPLANATION SHEET



Bulk sample.

Modified split-barrel drive sampler.

No recovery with modified split-barrel drive sampler.

Sample retained by others.

Standard Penetration Test (SPT).

No recovery with a SPT.

Shelby tube sample. Distance pushed in inches/length of sample recovered in inches.

No recovery with Shelby tube sampler.

Continuous Push Sample.

Seepage.

Groundwater encountered during drilling.

Groundwater measured after drilling.

SM

MAJOR MATERIAL TYPE (SOIL):

Solid line denotes unit change.

CL

Dashed line denotes material change.

Attitudes: Strike/Dip
b: Bedding
c: Contact
j: Joint
f: Fracture
F: Fault
cs: Clay Seam
s: Shear
bss: Basal Slide Surface
sf: Shear Fracture
sz: Shear Zone
sbs: Shear Bedding Surface

The total depth line is a solid line that is drawn at the bottom of the boring.

DATE DRILLED 3/9/20 BORING NO. B-1

GROUND ELEVATION 1,208' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (Wildcat)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY JSR

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 5 inches thick.
							AGGREGATE BASE: Approximately 5 inches thick.
						SC	ALLUVIUM: Brown, dry, medium dense, clayey SAND; scattered caliche filaments and nodules.
		27	13.4	112.3			
		14					
5							
		43	14.9	104.7			Dense.
		20					Medium dense.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/9/20 shortly after completion of drilling. Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 1

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

CHANDLER WATER MAIN REPLACEMENT
CHANDLER, ARIZONA

DATE DRILLED 3/9/20 BORING NO. B-2

GROUND ELEVATION 1,208' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (Wildcat)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY JSR

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 3 inches thick.
							AGGREGATE BASE: Approximately 5 inches thick.
						CL	ALLUVIUM: Brown, dry, very stiff, lean CLAY with sand; trace gravel; scattered caliche nodules.
		19					
		83/11"	11.0	98.3			Hard.
5						SC	Brown, moist, very dense, clayey SAND.
		50					
		50/5"	8.4	95.3			
10							Total Depth = 9.4 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/9/20 shortly after completion of drilling.
15							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.
							The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
20							

FIGURE A- 2

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

CHANDLER WATER MAIN REPLACEMENT
CHANDLER, ARIZONA

DATE DRILLED 3/9/20 BORING NO. B-3

GROUND ELEVATION 1,208' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (Wildcat)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY JSR

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 2 1/2 inches thick.
							AGGREGATE BASE: Approximately 5 inches thick.
		23	13.3	104.4		SC	FILL: Brown, dry, medium dense, clayey SAND; scattered caliche nodules.
5		19				SC	ALLUVIUM: Brown, dry, medium dense, clayey SAND; few gravel.
		64	10.3	87.1			Very dense.
		19					Medium dense; scattered caliche nodules.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/9/20 shortly after completion of drilling.
15							Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
20							

DATE DRILLED 3/9/20 BORING NO. B-4

GROUND ELEVATION 1,208' ± (MSL) SHEET 1 OF 1

METHOD OF DRILLING CME-75, 8" Diameter Hollow-Stem Auger (Wildcat)

DRIVE WEIGHT 140 lbs. (Automatic Trip Hammer) DROP 30"

SAMPLED BY DM LOGGED BY DM REVIEWED BY JSR

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ASPHALT CONCRETE: Approximately 6 inches thick.
							AGGREGATE BASE: Approximately 5 inches thick.
		8				SC	FILL: Brown, dry, medium dense, clayey SAND.
		18	10.0	103.7			
5		18				SC	ALLUVIUM: Brown, dry, medium dense, clayey SAND.
		66	11.7	107.4			Dense.
10							Total Depth = 10 feet. Groundwater not encountered during drilling. Backfilled and asphalt concrete patched on 3/9/20 shortly after completion of drilling. Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.
15							
20							

FIGURE A- 4

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

CHANDLER WATER MAIN REPLACEMENT
CHANDLER, ARIZONA

3202 East Harbour Drive | Phoenix, Arizona 85034 | p. 602.243.1600

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APPENDIX B

POTHOLE RESULTS

SAFE SITE UTILITY SERVICES, LLC
The Professional Choice

Test Hole Summary Report

Report Prepared for: GHD

Address: Chandler, AZ

Date of Report: 1/8/2024

Description of Project: Chandler WMR 2022

Cust Job #: PO 380-001735

Safe Site Project #: 22-08-3204

Test Hole #	Utility Owner	Utility Type	Quantity	Pipe Size(s)	Material / Structure	Direction	Soil Type	Surface Cut	Northing & Easting		Ground Elevation	Depth to Top of Facility (Feet)	Depth to Bottom of Facility (Feet)	Top Elevation	Bottom Elevation	Pipe OD or Structure Height (inches)	Date Verified	Comments
PH 1	City of Chandler	Water	1	3/4"	Copper	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	841498.38	718379.42	1204.03	3.45	3.51	1200.58	1200.52	0.75	9/25/2023	
PH 1-1	UNKNOWN	Unknown	1	1" cable exiting 2" conduit	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	841498.35	718378.04	1204.06	1.15	1.35	1202.91	1202.71	2.38	9/25/2023	Cable turns and runs East and West
PH 2	CenturyLink	Comm	2	2"	PVC	NORTH & SOUTH	Native Backfill	None Off-Road	841496.02	718342.44	1204.62	2.11	2.31	1202.51	1202.31	2.38	9/25/2023	
PH 3	City of Chandler	Water	No Utility Found (See Comments)				Native Backfill	None Off-Road	841504.87	718340.45	1204.63		7.60	#VALUE!	1197.03		9/25/2023	Looking for a water main. We located it to the East (PH1) but could not trace it West. We potholed down to 7.6' and slotted 2' on either side of the bluestake but did not find the waterline. We clamped the line directly and could not get a signal from it.
PH 4	City of Chandler	Water	1	6"	ACP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	841679.18	718434.83	1204.18	3.72	4.33	1200.46	1199.85	7.26	9/25/2023	
PH 5	City of Chandler	Water	1	12"	ACP	EAST & WEST	Native Backfill	None Off-Road	841641.88	718326.07	1204.34	3.99	5.16	1200.35	1199.18	14.03	9/25/2023	
PH 6	City of Chandler	Storm Drain	1	12"	RCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	841655.83	718387.30	1204.28	2.07	3.45	1202.21	1200.84	16.50	9/25/2023	
PH 7	City of Chandler	Storm Drain			Concrete Cap or Encasement	NORTH & SOUTH			841329.33	718385.14	1203.64	0.74		1202.90			9/25/2023	Ran into concrete and could not dig any further
PH 8	City of Chandler	Storm Drain	No Utility Found (See Comments)				Native Backfill	Jackhammer & Coldpatch	841007.46	718382.82	1203.38		5.55		1197.83		9/25/2023	Dry hole looking for Storm Drain. Moved to West side of concrete apron to try to get the storm drain but it is to far to tunnel under and get an accurate measurement.
PH 9	City of Chandler	Storm Drain	1		Encased - See Comments	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	841008.44	718386.91	1203.43	0.87	2.52	1202.56	1200.91	19.80	9/25/2023	
PH 10	CenturyLink	Comm	1	1"	Direct Buried Cable	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	841044.19	718377.69	1203.69	2.89	2.99	1200.80	1200.70	1.25	9/25/2023	
PH 11	City of Chandler	Water	1	6"	ACP	NE & SW	Native Backfill	Jackhammer & Coldpatch	841152.64	718358.06	1203.99	3.78	4.39	1200.21	1199.60	7.26	9/25/2023	
PH 12	City of Chandler	Storm Drain	1	18"	RCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840967.11	718376.14	1203.64	3.13	5.05	1200.51	1198.60	23.00	9/25/2023	
PH 13	SW Gas	Gas	1	2"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840852.17	718378.42	1203.79	2.82	3.02	1200.97	1200.77	2.38	9/27/2023	
PH 13-1	SW Gas	Gas	1	2"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840855.72	718378.23	1203.67	3.05	3.25	1200.62	1200.42	2.38	9/27/2023	Abandoned gas
PH 14	SRP	Electric	1		Encased - See Comments	SE & NW	Native Backfill	Cut & Patch	840674.37	718380.58	1203.89	0.6	2.98	1203.29	1200.91	28.56	9/27/2023	Encasement
PH 15	City of Chandler	Storm Drain	1	30"	RCP	NORTH & SOUTH	Native Backfill	Cut & Patch	840715.74	718372.72	1203.93	4.64	7.72	1199.29	1196.20	37.00	9/27/2023	
PH 16	CenturyLink	Comm	1	2"	PVC	EAST & WEST	Native Backfill	Cut & Patch	840383.15	718382.86	1204.27	2.41	2.61	1201.86	1201.66	2.38	9/27/2023	
PH 16-1	CenturyLink	Comm	1	2"	PVC	EAST & WEST	Native Backfill	Cut & Patch	840385.74	718384.15	1204.20	3.16	3.36	1201.04	1200.84	2.38	9/27/2023	
PH 17	CenturyLink	F/O	3	1.50"	Bundle	EAST & WEST	Native Backfill	Cut & Patch	840374.74	718378.77	1204.25	3.46	3.79	1200.79	1200.46	3.92	9/27/2023	
PH 18	AT&T	Comm	1	2"	PVC	EAST & WEST	Native Backfill	Cut & Patch	840369.19	718380.55	1204.15	5.32	5.52	1198.83	1198.63	2.38	9/27/2023	
PH 19	SW Gas	Gas	1	4"	PVC	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840311.66	718378.81	1204.20	3.61	4.01	1200.59	1200.19	4.80	9/27/2023	

Horizontal and vertical locations of utilities obtained by actual exposure and subsequent measurement of subsurface utilities at a specific point. Diameters shown are estimated visually and may not be exact.

SAFE SITE UTILITY SERVICES, LLC
The Professional Choice

Test Hole Summary Report

Report Prepared for: GHD
Address: Chandler, AZ
Date of Report: 1/8/2024
Description of Project: Chandler WMR 2022
Cust Job #: PO 380-001735
Safe Site Project #: 22-08-3204

Test Hole #	Utility Owner	Utility Type	Quantity	Pipe Size(s)	Material / Structure	Direction	Soil Type	Surface Cut	Northing & Easting		Ground Elevation	Depth to Top of Facility (Feet)	Depth to Bottom of Facility (Feet)	Top Elevation	Bottom Elevation	Pipe OD or Structure Height (inches)	Date Verified	Comments
PH 20	SRP	Electric	3	2"	PVC	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840307.66	718376.53	1204.20	5.34	5.54	1198.86	1198.67	2.38	9/27/2023	
PH 21	SW Gas	Gas	1	2"	PE	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840019.41	718386.07	1203.38	3.22	3.42	1200.16	1199.96	2.38	9/27/2023	
PH 22	Other (See Comments)		No Utility Found (See Comments)				Native Backfill	Jackhammer & Coldpatch	840670.97	718379.76	1203.93		7.16		1196.77		9/27/2023	Dry hole looking for Power/Comm. Map shows 2 electric lines but bluestake marked a comm we cleared down to 7.16' deep and slotted 2 feet each direction. No utility found.
PH 23	SW Gas	Gas	1	1/2"	PE	SE & NW	Native Backfill	Jackhammer & Coldpatch	840188.46	718380.77	1203.80	2.60	2.66	1201.20	1201.14	0.75	9/27/2023	
PH 23-1	UNKNOWN	Unknown	1	6"	Steel	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840188.09	718378.55	1204.00	2.72	3.27	1201.28	1200.72	6.63	9/27/2023	
PH 24	SRP	Electric	No Utility Found (See Comments)				Native Backfill	Jackhammer & Coldpatch	839990.56	718380.08	1203.33		6.72		1196.61		9/27/2023	Cleared Hole looking for Power for the street light. Utility not marked by 811 and we could not recreate what was shown on the map. Cleared down to 6.72' and slotted 2' each direction. No Utility Found
PH 25	SW Gas	Gas	1	3/4"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	839943.02	720032.72	1207.22	2.41	2.49	1204.81	1204.72	1.00	9/28/2023	
PH 26	SW Gas	Gas	1	1"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	839457.29	720031.01	1207.99	2.90	3.01	1205.09	1204.98	1.32	9/28/2023	
PH 27	City of Chandler	Storm Drain	1	30"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840078.21	719040.97	1205.52	4.40	7.48	1201.12	1198.04	37.00	9/28/2023	
PH 28	SRP	Electric	1	2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	839791.99	719075.35	1205.18	2.35	2.55	1202.83	1202.63	2.38	9/28/2023	
PH 29	CenturyLink	Comm	1	1 1/2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	839793.52	719076.58	1205.21	3.52	3.68	1201.69	1201.53	1.90	9/28/2023	
PH 30	MCI	Comm	1	4"	PVC	NORTH & SOUTH	Native Backfill	None Off-Road	839794.09	719063.99	1205.24	5.04	5.44	1200.20	1199.80	4.80	9/28/2023	
PH 31	City of Chandler	Irrigation	1	18"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	839799.22	719693.67	1207.01	.96	2.88	1206.05	1204.13	23.00	9/28/2023	
PH 32	SW Gas	Gas	1	1/2"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840623.09	718377.88	1204.17	2.19	2.25	1201.98	1201.92	0.75	9/28/2023	
PH 33	Cox	F/O	3	1.5"	PE	EAST & WEST	Native Backfill	None Off-Road	840376.51	718879.38	1204.74	4.32	4.65	1200.42	1200.08	4.00	9/28/2023	
PH 33-1	Cox	F/O	1	2"	PVC	EAST & WEST	Native Backfill	None Off-Road	840372.19	718879.02	1204.92	5.05	5.25	1199.87	1199.68	2.38	9/28/2023	
PH 34	City of Chandler	Storm Drain	1	30"	RCP	EAST & WEST	Screened Backfill	Cut & Patch	841690.91	718874.78	1204.80	1.02	4.10	1203.78	1200.69	37.00	9/29/2023	Unable to accurately verify pipe size because it was right under the subgrade. We could only expose half of the storm drain at 18"
PH 35	CenturyLink	Comm	2	3/4"/ 1.5"	Direct Buried Cable	EAST & WEST	Screened Backfill	Cut & Patch	841694.74	718875.04	1204.94	3.30	4.28	1201.64	1200.65	11.80	9/29/2023	
PH 36	City of Chandler	Water	1	6"	ACP	NORTH & SOUTH	Screened Backfill	Cut & Patch	841719.06	718868.40	1205.07	5.35	5.96	1199.72	1199.11	7.26	9/29/2023	
PH 37	SW Gas	Gas	1	2"	PE	NORTH & SOUTH	Screened Backfill	Cut & Patch	841658.11	718857.15	1204.24	2.65	2.85	1201.59	1201.39	2.38	9/29/2023	
PH 38	City of Chandler	Storm Drain	1	18"	RCP	NORTH & SOUTH	Slurry	Cut & Patch	841657.68	718841.28	1204.79	0.83	2.75	1203.96	1202.04	23.00	9/29/2023	Hit concrete under asphalt. Opened up manhole for storm drain and got pipe size
PH 39	City of Chandler	Water	1	6"	ACP	NORTH & SOUTH	Screened Backfill	Cut & Patch	841013.26	718894.62	1204.89	3.10	3.71	1201.79	1201.18	7.26	9/29/2023	

Horizontal and vertical locations of utilities obtained by actual exposure and subsequent measurement of subsurface utilities at a specific point. Diameters shown are estimated visually and may not be exact.

SAFE SITE UTILITY SERVICES, LLC
The Professional Choice

Test Hole Summary Report

Report Prepared for: GHD
Address: Chandler, AZ
Date of Report: 1/8/2024
Description of Project: Chandler WMR 2022
Cust Job #: PO 380-001735
Safe Site Project #: 22-08-3204

Test Hole #	Utility Owner	Utility Type	Quantity	Pipe Size(s)	Material / Structure	Direction	Soil Type	Surface Cut	Northing & Easting		Ground Elevation	Depth to Top of Facility (Feet)	Depth to Bottom of Facility (Feet)	Top Elevation	Bottom Elevation	Pipe OD or Structure Height (inches)	Date Verified	Comments
PH 40	SW Gas	Gas	1	3"	PE	SE & NW	Native Backfill	Jackhammer & Coldpatch	840029.68	717184.41	1201.99	5.69	5.98	1196.30	1196.01	3.50	9/29/2023	
PH 41	SRP	Electric	1	2.5 "	PE	EAST & WEST	Native Backfill	None Off-Road	839264.64	716277.76	1199.86	5.15	5.39	1194.71	1194.47	2.88	9/29/2023	
PH 42	CenturyLink	Comm	1	3/4"	Direct Buried Cable	EAST & WEST	Native Backfill	None Off-Road	839234.73	716292.34	1199.81	2.14	2.22	1197.67	1197.59	1.00	9/29/2023	
PH 43	MCI	Comm	1	2"	HDPE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	839081.66	719065.27	1207.82	3.66	3.86	1204.16	1203.97	2.38	9/29/2023	
PH 44	SRP	Irrigation	1	24"	RCP	NORTH & SOUTH	Screened Backfill	Cut & Patch	839082.30	719698.85	1208.60	1.84	4.34	1206.76	1204.26	30.00	9/29/2023	
PH 45	City of Chandler	Water	1	8"	Steel	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840305.54	716807.16	1200.42	2.92	3.64	1197.50	1196.78	8.63	9/29/2023	
PH 46	Cox	Comm	1	2"	PVC	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840293.85	716516.94	1199.88	2.59	2.79	1197.29	1197.09	2.38	9/29/2023	
PH 47	SRP	Electric	1	2"- pvc	Encased - See Comments	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840314.64	716514.48	1199.57	3.45	5.11	1196.12	1194.46	19.92	9/29/2023	We were only able to expose one of the conduits in the encasement. Measurements are from top and bottom of encasement
PH 48	AT&T	Comm	2	1 1/2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840341.60	717665.48	1203.18	5.64	5.97	1197.54	1197.21	4.00	10/2/2023	
PH 49	SRP	Electric	1	4"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840340.67	717661.48	1203.06	3.72	4.12	1199.34	1198.94	4.80	10/2/2023	
PH 50	SRP	Electric	1	2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840340.45	717654.94	1202.96	2.08	2.28	1200.88	1200.69	2.38	10/2/2023	
PH 51	SRP	Irrigation	1	24"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840340.25	717648.86	1202.82	2.11	4.61	1200.71	1198.21	30.00	10/3/2023	
PH 52	Cox	Comm		2-2" pvc/2-1.5" pe	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840340.26	717643.50	1202.73	7.77	8.20	1194.96	1194.53	5.20	10/2/2023	
PH 53	SRP	Electric	1	2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840340.74	717638.40	1202.69	2.55	2.75	1200.14	1199.95	2.38	10/2/2023	
PH 54	Cox	Comm			Encased - See Comments	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840342.26	717733.88	1202.91	2.94	4.59	1199.97	1198.32	19.80	10/2/2023	
PH 55	City of Chandler	Electric	1	2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840340.92	717736.69	1202.86	2.21	2.41	1200.65	1200.45	2.38	10/2/2023	Traffic signal
PH 56	City of Chandler	Comm	1	2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840341.87	717740.08	1202.85	4.19	4.39	1198.66	1198.46	2.38	10/2/2023	Traffic signal
PH 57	Zayo	Comm	2	1 1/2"	PE	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840340.82	717769.58	1203.02	4.40	4.72	1198.62	1198.30	3.80	10/2/2023	
PH 58	SRP	Irrigation	No Utility Found (See Comments)				Concrete	Jackhammer & Coldpatch	840354.29	717724.99	1202.98		0.59	#VALUE!	1202.39		10/3/2023	Dry hole looking for irrigation. Hit concrete directly below asphalt. There is a patch on the NE corner of the intersection and all the holes we did within that patch had concrete directly below the asphalt
PH 59	City of Chandler	Water	1	12"	ACP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840366.23	717719.31	1203.16	5.05	6.22	1198.11	1196.94	14.03	10/3/2023	

SAFE SITE UTILITY SERVICES, LLC
The Professional Choice

Test Hole Summary Report

Report Prepared for: GHD

Address: Chandler, AZ

Date of Report: 1/8/2024

Description of Project: Chandler WMR 2022

Cust Job #: PO 380-001735

Safe Site Project #: 22-08-3204

Test Hole #	Utility Owner	Utility Type	Quantity	Pipe Size(s)	Material / Structure	Direction	Soil Type	Surface Cut	Northing & Easting		Ground Elevation	Depth to Top of Facility (Feet)	Depth to Bottom of Facility (Feet)	Top Elevation	Bottom Elevation	Pipe OD or Structure Height (inches)	Date Verified	Comments
PH 60	Zayo	Comm	3	1.5"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840366.66	717720.77	1203.16	8.36	8.94	1194.80	1194.22	6.90	10/3/2023	
PH 61	CenturyLink	Comm	Duct Bank	4"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840365.94	717722.05	1203.08	6.41	7.25	1196.67	1195.83	10.04	10/3/2023	
PH 62	City of Chandler	Water	1	12"	ACP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840377.59	717719.93	1203.16	5.31	6.48	1197.85	1196.68	14.03	10/3/2023	Waterline 45's down to go below storm drain
PH 63	City of Chandler	Storm Drain	1	30"	RCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840383.44	717720.54	1203.10	4.55	7.63	1198.55	1195.47	37.00	10/3/2023	
PH 64	City of Chandler	Water	No Utility Found (See Comments)				Concrete	Jackhammer & Coldpatch	840341.26	717720.77	1203.16		0.70	#VALUE!	1202.46		10/4/2023	Looking for water line and came down on concrete. There is a patch on the NE corner of the intersection and all the holes we did within that patch had concrete directly below the asphalt
PH 65	SW Gas	Gas	No Utility Found (See Comments)				Concrete	Jackhammer & Coldpatch	840341.14	717716.40	1203.32		1.46	#VALUE!	1201.86		10/4/2023	Looking for gas line. There is a patch on the NE corner of the intersection and all the holes we did within that patch had concrete directly below the asphalt
PH 66	Zayo	Comm	2	2"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840317.89	717671.02	1203.29	6.20	6.60	1197.09	1196.69	4.76		
PH 67	City of Chandler	Water	1	8"	Steel	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840310.76	717671.52	1203.29	4.10	4.82	1199.19	1198.47	8.63	10/4/2023	
PH 68	City of Chandler	Comm	2	2"	PVC	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840302.83	717674.86	1203.41	2.74	2.94	1200.67	1200.47	2.38	10/4/2023	Traffic signal
PH 69	SW Gas	Gas	1	6"	PVC	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840305.28	717674.12	1203.34	6.04	6.62	1197.30	1196.73	6.90	10/4/2023	
PH 70	SW Gas	Gas	1	4"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840185.77	717126.24	1201.50	2.50	2.90	1199.00	1198.60	4.80	10/4/2023	
PH 71	Zayo	Comm	3	1.5"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840351.81	715352.20	1196.83	5.01	5.33	1191.82	1191.50	3.80	10/4/2023	
PH 72	City of Chandler	Comm	1	4"	PVC	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840355.82	715351.22	1196.92	4.01	4.41	1192.91	1192.51	4.80	10/4/2023	
PH 73	City of Chandler	Comm	1	4"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840342.03	715385.13	1197.18	3.76	4.16	1193.42	1193.02	4.80	10/5/2023	
PH 74	City of Chandler	Storm Drain	1	24"	RCP	NE & SW	Native Backfill	Jackhammer & Coldpatch	840340.80	715232.57	1196.75	2.52	5.02	1194.23	1191.73	30.00	10/5/2023	
PH 75	CenturyLink	Comm	1	1/5"	Direct Buried Cable	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840341.96	715196.29	1196.61	2.05	2.09	1194.56	1194.51	0.50	10/5/2023	
PH 76	SRP	Electric	1	3"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840342.82	715187.33	1196.58	2.56	2.85	1194.02	1193.72	3.50	10/5/2023	
PH 77	SW Gas	Gas	1	4"	PE	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840342.04	715089.27	1197.34	3.25	3.65	1194.09	1193.69	4.80	10/5/2023	
PH 78	SRP	Electric	Duct Bank	3"	PE	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840346.58	716371.88	1199.63	4.54	5.15	1195.09	1194.49	7.30	10/5/2023	
PH 79	SW Gas	Gas	1	2"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840161.08	716805.28	1200.61	2.23	2.43	1198.38	1198.18	2.38	10/5/2023	
PH 80	SRP	Electric	1	1/2"	Direct Buried Cable	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840301.40	716806.59	1200.40	2.86	2.90	1197.54	1197.50	0.50	10/5/2023	
PH 81	City of Chandler	Storm Drain	1	30"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840345.61	718373.53	1204.31	5.46	8.54	1198.85	1195.76	37.00	10/6/2023	

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Test Hole Summary Report

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Address: Chandler, AZ
Date of Report: 1/8/2024
Description of Project: Chandler WMR 2022
Cust Job #: PO 380-001735
Safe Site Project #: 22-08-3204

Test Hole #	Utility Owner	Utility Type	Quantity	Pipe Size(s)	Material / Structure	Direction	Soil Type	Surface Cut	Northing & Easting		Ground Elevation	Depth to Top of Facility (Feet)	Depth to Bottom of Facility (Feet)	Top Elevation	Bottom Elevation	Pipe OD or Structure Height (inches)	Date Verified	Comments
PH 82	CenturyLink	Comm	1	1.5"	Direct Buried Cable	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840346.44	718340.37	1204.17	3.01	3.17	1201.16	1201.00	1.90	10/6/2023	
PH 83	Cox	Comm	1	2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840346.41	718333.96	1204.16	1.91	2.11	1202.25	1202.05	2.38	10/6/2023	
PH 84	City of Chandler	Storm Drain	1	15"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840346.34	718319.80	1204.11	3.54	5.19	1200.57	1198.93	19.75	10/6/2023	
PH 85	Cox	Comm	Duct Bank	2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840016.56	717740.02	1203.10	3.53	4.08	1199.57	1199.02	6.62	10/6/2023	
PH 86	City of Chandler	Electric	1	2"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840015.80	717737.25	1203.08	2.25	2.45	1200.83	1200.63	2.38	10/6/2023	
PH 87	City of Chandler	Comm	1	3"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840015.69	717735.31	1203.06	2.35	2.64	1200.71	1200.42	3.50	10/6/2023	T/S fiber
PH 88	CenturyLink	Comm	6	4"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840014.90	717729.62	1202.98	7.15	7.97	1195.83	1195.02	9.82	10/6/2023	
PH 89	SRP	Electric			Encased - See Comments	SE & NW	Native Backfill	Jackhammer & Coldpatch	840349.48	716637.71	1200.05	3.58	4.11	1196.47	1195.94	6.32	10/9/2023	Concrete cap or encasement
PH 90	SW Gas	Gas	1	2"	PE	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840348.23	716693.23	1200.21	3.16	3.36	1197.05	1196.85	2.38	10/9/2023	
PH 91	City of Chandler	Storm Drain	1	48"	RCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840328.14	716804.92	1200.62	7.47	12.43	1193.15	1188.19	59.50	10/9/2023	
PH 92	City of Chandler	Storm Drain	1	48"	RCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840330.71	717125.10	1201.55	7.98	12.94	1193.57	1188.61	59.50	10/9/2023	
PH 93	CenturyLink	Comm	1	1/2"	Direct Buried Cable	EAST & WEST	Native Backfill	None Off-Road	840029.49	717933.64	1203.57	3.72	3.76	1199.85	1199.81	0.50	10/9/2023	
PH 94	SRP	Electric	No Utility Found (See Comments)			EAST & WEST	Slurry	Jackhammer & Coldpatch	840313.36	716111.72	1198.45		0.56		1197.89		10/9/2023	Dry hole looking for electric. Ran into concrete/ slurry unable to dig through. E/M depth is 4' 5"
PH 95	SRP	Electric	1	2.5"	PE	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840345.20	716120.91	1198.69	3.79	4.03	1194.90	1194.66	2.88	10/9/2023	
PH 96	SW Gas	Gas	1	2"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840349.98	716286.04	1198.96	3.83	4.03	1195.13	1194.93	2.38	10/10/2023	
PH 97	SW Gas	Gas	1	2"	PE	NORTH & SOUTH	Slurry	Jackhammer & Coldpatch	840347.24	716309.84	1199.13	3.11	3.31	1196.02	1195.82	2.38	10/10/2023	Looking for electric. Found unmarked gas line. Tried to locate the electric and kept bleeding off on all the different utilities. Unable to find electric.
PH 98	City of Chandler	Storm Drain	1	48"	RCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840326.98	716516.75	1199.81	7.98	12.94	1191.83	1186.87	59.50	10/10/2023	
PH 99	City of Chandler	Storm Drain	1	48"	RCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840324.64	715630.55	1197.97	9.10	14.06	1188.87	1183.91	59.50	10/10/2023	
PH 100	City of Chandler	Storm Drain	1	48"	RCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840325.64	716113.89	1198.90	8.61	13.57	1190.29	1185.33	59.50	10/10/2023	
PH 101	City of Chandler	Sewer	1	4"	VCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840345.38	716164.54	1198.76	4.48	4.90	1194.28	1193.86	5.00	10/10/2023	
PH 102	City of Chandler	Storm Drain	1	18"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840347.28	718789.30	1204.94	3.81	5.73	1201.13	1199.21	23.00	10/11/2023	
PH 103	SW Gas	Gas	1	2"	Steel	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840348.21	719017.25	1205.20	3.38	3.58	1201.82	1201.63	2.38	10/11/2023	

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Test Hole Summary Report

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Date of Report: 1/8/2024
Description of Project: Chandler WMR 2022
Cust Job #: PO 380-001735
Safe Site Project #: 22-08-3204

Test Hole #	Utility Owner	Utility Type	Quantity	Pipe Size(s)	Material / Structure	Direction	Soil Type	Surface Cut	Northing & Easting		Ground Elevation	Depth to Top of Facility (Feet)	Depth to Bottom of Facility (Feet)	Top Elevation	Bottom Elevation	Pipe OD or Structure Height (inches)	Date Verified	Comments
PH 104	Zayo	Comm	2	2"	PE	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840349.63	719055.75	1205.32	3.38	3.58	1201.94	1201.74	2.38	10/11/2023	
PH 105	City of Chandler	Storm Drain	1	18"	RCP	NORTH & SOUTH	Native Backfill		840349.49	719141.10	1205.30	3.40	5.32	1201.90	1199.98	23.00	10/11/2023	
PH 106	City of Chandler	Storm Drain	1	18"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840353.46	719363.49	1205.42	3.02	4.94	1202.40	1200.48	23.00	10/11/2023	
PH 107	City of Chandler	Storm Drain	1	18"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840352.22	719451.30	1205.69	5.97	7.89	1199.72	1197.80	23.00	10/11/2023	
PH 108	City of Chandler	Storm Drain	1	18"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840353.31	719661.60	1206.00	4.00	5.92	1202.00	1200.09	23.00	10/11/2023	
PH 109	SW Gas	Gas	1	2"	Steel	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840356.19	720020.12	1206.72	2.92	3.12	1203.80	1203.60	2.38	10/11/2023	
PH 110	City of Chandler	Storm Drain	1	48"	RCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840351.41	720028.63	1206.74	5.50	10.46	1201.24	1196.28	59.50	10/11/2023	
PH 111	CenturyLink	Comm	1	1.5"	Direct Buried Cable	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840357.27	720183.23	1206.97	1.93	2.06	1205.04	1204.92	1.50	10/11/2023	
PH 112	City of Chandler	Water	1	6"	DIP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840357.41	720199.83	1207.03	3.35	3.93	1203.68	1203.10	6.90	10/11/2023	
PH 113	City of Chandler	Water	1	8"	DIP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840362.27	720392.01	1207.61	2.84	3.59	1204.77	1204.01	9.05	10/11/2023	Exposed at Tee
PH 114	City of Chandler	Storm Drain	1	18"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840358.91	720348.58	1207.36	4.61	6.53	1202.75	1200.84	23.00	10/11/2023	
PH 115	Zayo	Comm	2	1-4"/1-2"pe	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840033.05	717664.63	1202.80	3.14	3.69	1199.66	1199.11	6.62	10/11/2023	
PH 116	SRP	Irrigation	1	24"	RCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840032.88	717647.98	1202.74	1.68	4.18	1201.06	1198.56	30.00	10/11/2023	
PH 117	SW Gas	Gas	1	3"	PE	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840031.04	717646.28	1202.73	3.45	3.74	1199.28	1198.99	3.50	10/12/2023	
PH 118	City of Chandler	Water	1	8"	Steel	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840030.21	717640.63	1202.67	3.61	4.33	1199.06	1198.35	8.63	10/12/2023	
PH 119	AT&T	Comm	3	1.5"	PE	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840031.85	717660.18	1202.84	4.16	4.48	1198.68	1198.36	3.80	10/12/2023	
PH 120	CenturyLink	Comm	1	1/2"	Direct Buried Cable	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840032.93	717667.40	1202.72	2.22	2.26	1200.50	1200.46	0.50	10/12/2023	
PH 121	SRP	Electric			Encased - See Comments	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840032.56	717654.47	1202.85	4.13	4.80	1198.72	1198.05	8.00	10/12/2023	Joint trench with Cox Comm
PH 122	SW Gas	Gas	1	2"	PE	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840337.02	720028.36	1206.31	2.92	3.61	1203.39	1202.70	8.25	10/12/2023	
PH 123	SRP	Electric	5	2"	PVC	SE & NW	Native Backfill	None Off-Road	839835.46	717746.38	1202.93	5.28	5.48	1197.65	1197.45	2.38	10/12/2023	
PH 124	Cox	Comm	1	1"	PVC	NE & SW	Native Backfill	None Off-Road	839838.90	717748.38	1202.95	0.58	0.69	1202.37	1202.26	1.32	10/19/2023	
PH 125	Cox	Comm	3	2-2" 1- 1/2"	PVC	NORTH & SOUTH	Native Backfill	None Off-Road	839835.59	717742.07	1203.25	2.85	3.37	1200.40	1199.88	6.20	10/19/2023	
PH 126	Cox	Comm	1	4"	PVC	NORTH & SOUTH	Native Backfill	None Off-Road	839835.17	717740.90	1203.42	3.02	3.42	1200.40	1200.00	4.80	10/19/2023	

Horizontal and vertical locations of utilities obtained by actual exposure and subsequent measurement of subsurface utilities at a specific point. Diameters shown are estimated visually and may not be exact.

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PH 127	SRP	Electric	1	3"	PVC	NORTH & SOUTH	Native Backfill	None Off-Road	839835.17	717740.17	1203.39	4.40	4.69	1198.99	1198.69	3.50	10/19/2023	
PH 128	Cox	Comm	2	4"	PVC	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	839835.23	717737.53	1203.33	5.63	6.03	1197.70	1197.30	4.80	10/19/2023	Had to undercut sidewalk
PH 129	City of Chandler	Water	1	6"	ACP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	839834.22	717733.36	1203.02	4.46	5.07	1198.56	1197.95	7.26	10/19/2023	
PH 130	SW Gas	Gas High Pressure	1	8"	Steel	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	839834.77	717728.53	1203.03	3.32	4.04	1199.71	1198.99	8.63	10/19/2023	
PH 131	City of Chandler	Water	1	6"	ACP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	839836.12	717721.53	1203.23	4.95	5.56	1198.28	1197.67	7.26	10/19/2023	Exposed at T joint. Covered in concrete
PH 132	City of Chandler	Water	1	12"	ACP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840016.35	717720.95	1203.14	4.65	5.82	1198.49	1197.32	14.03	10/19/2023	
PH 133	SW Gas	Gas High Pressure	1	8"	Steel	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840016.38	717716.27	1203.33	4.80	5.52	1198.53	1197.81	8.63	10/19/2023	
PH 134	City of Chandler	Storm Drain	1	12"	RCP				839962.98	717673.47	1202.95	3.97	5.35	1198.98	1197.60	16.50	10/19/2023	
PH 135	City of Chandler	Sewer	1	6"	VCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	839876.36	717674.17	1203.07	11.46	12.13	1191.61	1190.94	8.00	10/19/2023	
PH 136	City of Chandler	Water	1	12"	DIP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	839848.26	717676.19	1203.13	4.82	5.92	1198.31	1197.21	13.20	10/20/2023	
PH 137	City of Chandler	Water	1		Encased - See Comments	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	839827.21	717676.14	1203.10	1.57	3.74	1201.53	1199.36	26.04	10/20/2023	Possible thrust block on stub. Unable to get clear visual of bottom depth of encasement due to another line being in the way
PH 137-1	Unknown	Unknown	1	1 1/2"	Direct Buried Cable	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	839826.00	717674.04	1203.06	3.78	3.91	1199.28	1199.16	1.50	10/20/2023	Looking for waterline, came across unknown
PH 138	City of Chandler	Sewer	1	4"	VCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840344.43	715609.28	1197.50	5.44	5.87	1192.06	1191.63	5.10	12/29/2023	
PH 139	City of Chandler	Sewer	1	8"	VCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840171.01	716510.61	1199.69	4.28	5.11	1195.41	1194.58	10.00	12/29/2023	
PH 140	City of Chandler	Sewer	1	6"	VCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840016.05	717806.53	1203.28	5.57	6.24	1197.71	1197.04	8.00	12/29/2023	
PH 141	City of Chandler	Sewer	1	4"	VCP	NORTH & SOUTH	Native Backfill	Jackhammer & Coldpatch	840019.02	717924.13	1203.27	6.04	6.47	1197.23	1196.81	5.10	12/29/2023	
PH 142	City of Chandler	Sewer	1	4"	VCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	841332.96	718888.40	1204.70	5.45	5.88	1199.25	1198.83	5.10	12/29/2023	
PH 143	City of Chandler	Sewer	1	4"	VCP	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840497.75	720001.80	1206.93	4.76	5.19	1202.17	1201.74	5.10	12/29/2023	
PH 144	SW Gas	Gas	1	3/4"	Steel	EAST & WEST	Native Backfill	Jackhammer & Coldpatch	840450.25	720002.25	1206.89	2.13	2.19	1204.76	1204.70	0.75	12/29/2023	

SAFE SITE UTILITY SERVICES, LLC
The Professional Choice

Test Hole Summary Report

Report Prepared for: GHD
Address: Chandler, AZ
Date of Report: 1/8/2024
Description of Project: Chandler WMR 2022
Cust Job #: PO 380-001735
Safe Site Project #: 22-08-3204

Test Hole #	Utility Owner	Utility Type	Quantity	Pipe Size(s)	Material / Structure	Direction	Soil Type	Surface Cut	Northing & Easting	Ground Elevation	Depth to Top of Facility (Feet)	Depth to Bottom of Facility (Feet)	Top Elevation	Bottom Elevation	Pipe OD or Structure Height (inches)	Date Verified	Comments

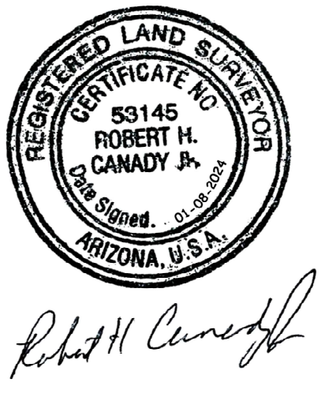
Horizontal Control as provided by Client

PT	*NORTHING*	*EASTING*	*ELEVATION*	*DESCRIPTION*
305	840342.72	718370.55	1204.25	BCFL
300	840327.17	715059.04	1197.75	BCFL
312	840357.53	720390.97	1206.86	BCHH
333	841664.24	718363.99	1203.54	BCHH
343	839036.20	720401.77	1210.72	BCFL
318	839009.09	716280.47	1201.41	BCFL

Vertical Control as provided by Client

PT	*NORTHING*	*EASTING*	*ELEVATION*	*DESCRIPTION*
305	840342.72	718370.55	1204.25	BCFL

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN HEREIN WERE MADE UNDER MY DIRECT SUPERVISION OR AS NOTED AND ARE CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.



MANHOLES	NORTHING	EASTING	RIM ELEVATION	RIM-INVERT MEASUREMENT	INVERT ELEVATION	DIRECTION	NOTES
MH01	839789.61	719068.42	1205.04	4.40	1200.64	NORTH & SOUTH	Storm Drain. 4" PVC
MH02	839962.82	717705.80	1203.48	6.58	1196.90	NORTH & SOUTH	City of Chandler. Sewer.
IRR01	840372.76	717653.63	1205.12	5.62	1199.50	NORTH & SOUTH	City of Chandler. Irrigation. RCP.
IRR01	840369.24	717651.47	1205.00	6.75	1198.25	NORTH & SOUTH	City of Chandler. Irrigation. RCP.
IRR01	840371.87	717650.77	1205.15	7.37	1197.78	EAST & WEST	City of Chandler. Irrigation. RCP.
MH03	840485.80	717680.01	1203.45	11.32	1192.13	NORTH & SOUTH	City of Chandler. Sewer. VCP.
MH03	840489.11	717680.19	1203.43	11.24	1192.19	NORTH & SOUTH	City of Chandler. Sewer. VCP.
MH04	840350.58	717687.44	1203.71	11.67	1192.04	NORTH & SOUTH	City of Chandler. Sewer. VCP.
MH04	840346.33	717687.02	1203.71	11.95	1191.76	NORTH & SOUTH	City of Chandler. Sewer. VCP.
MH04	840347.43	717688.92	1203.73	11.74	1191.99	EAST & WEST	City of Chandler. Sewer. VCP.
MH05	840193.85	717687.55	1203.64	11.96	1191.68	NORTH & SOUTH	City of Chandler. Sewer. VCP.
MH05	840192.22	717685.87	1203.55	11.61	1191.94	EAST & WEST	City of Chandler. Sewer. VCP.
MH05	840190.27	717687.42	1203.58	11.86	1191.72	NORTH & SOUTH	City of Chandler. Sewer. VCP.
MH06	840298.73	717704.41	1203.50	7.50	1196.00		City of Chandler. Storm Drain. RCP.
MH06	840300.11	717706.11	1203.58	7.02	1196.56		City of Chandler. Storm Drain. RCP.
MH06	840302.68	717704.80	1203.61	7.62	1195.99	NORTH & SOUTH	City of Chandler. Storm Drain. RCP.
MH07	840332.02	717704.22	1203.64	9.58	1194.06	EAST & WEST	City of Chandler. Storm Drain. RCP.
MH07	840329.19	717707.16	1203.55	7.96	1195.59	NORTH & SOUTH	City of Chandler. Storm Drain. RCP.
MH07	840332.30	717708.63	1203.57	9.38	1194.19	EAST & WEST	City of Chandler. Storm Drain. RCP.
MH08	840380.42	717711.47	1203.52	7.62	1195.90	NORTH & SOUTH	City of Chandler. Storm Drain. RCP.
MH08	840384.37	717711.86	1203.45	7.44	1196.01	NORTH & SOUTH	City of Chandler. Storm Drain. RCP.
MH08	840383.24	717713.62	1203.35	7.67	1195.68	EAST & WEST	City of Chandler. Storm Drain. RCP.
MH09	840331.30	717213.49	1201.70	12.28	1189.42	EAST & WEST	City of Chandler. Storm Drain. RCP.
MH09	840331.12	717217.63	1201.73	12.39	1189.34	EAST & WEST	City of Chandler. Storm Drain. RCP.
MH10	840351.15	718204.43	1203.62	10.93	1192.69	EAST & WEST	City of Chandler. Sewer. VCP.
MH10	840351.22	718200.89	1203.60	10.90	1192.70	EAST & WEST	City of Chandler. Sewer. VCP.

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Test Hole Summary Report

Report Prepared for: GHD

Address: Chandler, AZ

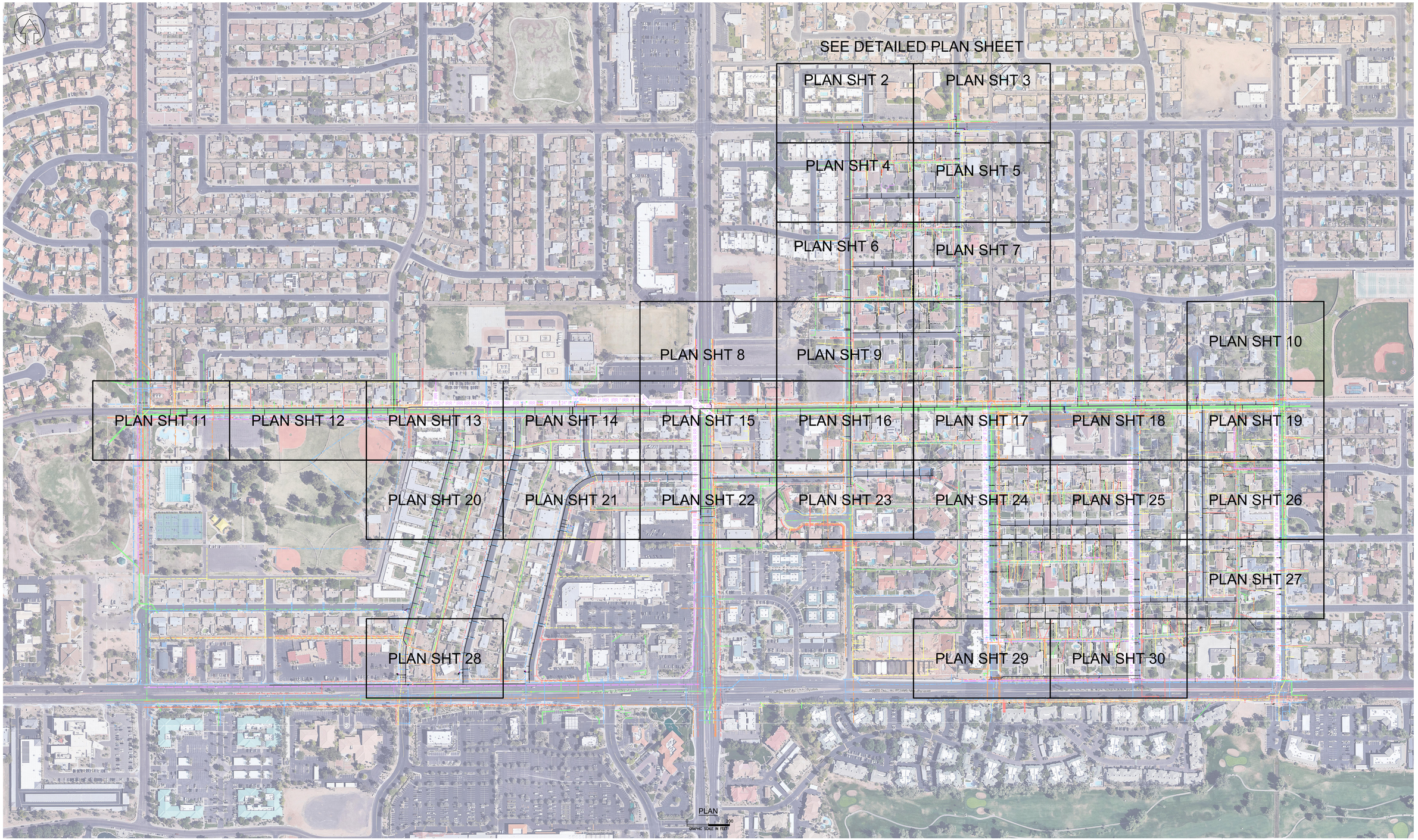
Date of Report: 1/8/2024

Description of Project: Chandler WMR 2022

Cust Job #: PO 380-001735

Safe Site Project #: 22-08-3204

Test Hole #	Utility Owner	Utility Type	Quantity	Pipe Size(s)	Material / Structure	Direction	Soil Type	Surface Cut	Northing & Easting		Ground Elevation	Depth to Top of Facility (Feet)	Depth to Bottom of Facility (Feet)	Top Elevation	Bottom Elevation	Pipe OD or Structure Height (inches)	Date Verified	Comments
									Water Vault Measurements	840324.59	719395.03	1205.97	3.27	1202.70	EAST		City of Chandler. Water. 6" DIP.	
									Water Vault Measurements	840324.59	719395.03	1205.97	3.50	1202.47	WEST			
									M.H Invert 5 Sewer (North)	840171.47	716527.00	1199.71	5.06	1194.65	NORTH & SOUTH		City of Chandler. Sewer. VCP.	
									M.H Invert 5-1 Sewer(South)	840171.47	716527.00	1199.71	4.96	1194.75	NORTH & SOUTH		City of Chandler. Sewer. VCP.	
									M.H Invert 6	839247.81	716292.97	1200.10	3.24	1196.86	NORTH & SOUTH		City of Chandler. Sewer. VCP.	



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LEGEND

COMM	COMMUNICATION	IR	IRRIGATION	W	WATER	MANHOLE	POLE
OT	OVERHEAD TELEPHONE	IC	IRRIGATION CONTROL	CW	CHILLED WATER	HANDHOLE	TRANSFORMER
T	UNDERGROUND TELEPHONE	OP	OVERHEAD POWER	DW	DOMESTIC WATER	VAULT	SWITCH
TV	UNDERGROUND CABLE TV	P	UNDERGROUND POWER	FW	FIRE WATER	VALVE	LIGHT
FOT	FIBER OPTIC TELEPHONE	GND	GROUND		POTHOLE	END OF MAIN	RECEPTACLE
FOTV	FIBER OPTIC TV	GPR	UTILITY LOCATED BY GPR		PROPOSED POTHOLE	RISER	HYDRANT
SPL	SPECIAL SYSTEM	UNK	UNKNOWN UTILITY		JUNCTION BOX	STORM DRAIN	FIRE DEPT CONNECTION
S	SANITARY SEWER	MT	EMPTY CONDUIT		METER	CLEANOUT	
SD	STORM SEWER	G	GAS		PEDESTAL		

EM NOTE:
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EM - ELECTROMAGNETIC DEPTH (FT)
DOC - POTHOLE DEPTH OF COVER (FT)
MOC - MATERIAL OF CONSTRUCTION
EIC - ENCASED IN CONCRETE
X - POTHOLE SIZE (IN)

SAFE SITE UTILITY SERVICES, LLC
PHOENIX, AZ (602)606-8882

CHANDLER WMR 2022

DWN CDC | CHK JNS
PROJECT NO. 22-08-3204
FILENAME

REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 200' | DATE 1-8-2024 | SHEET 1 OF 30

FOR CONTINUATION SEE SHEET 3

FOR CONTINUATION SEE SHEET 4

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FOT	FIBER OPTIC TELEPHONE	GND	GROUND		POTHOLE	END OF MAIN	RECEPTACLE
FOTV	FIBER OPTIC TV	GPR	UTILITY LOCATED BY GPR		PROPOSED POTHOLE	RISER	HYDRANT
SPL	SPECIAL SYSTEM	UNK	UNKNOWN UTILITY		JUNCTION BOX	STORM DRAIN	FIRE DEPT CONNECTION
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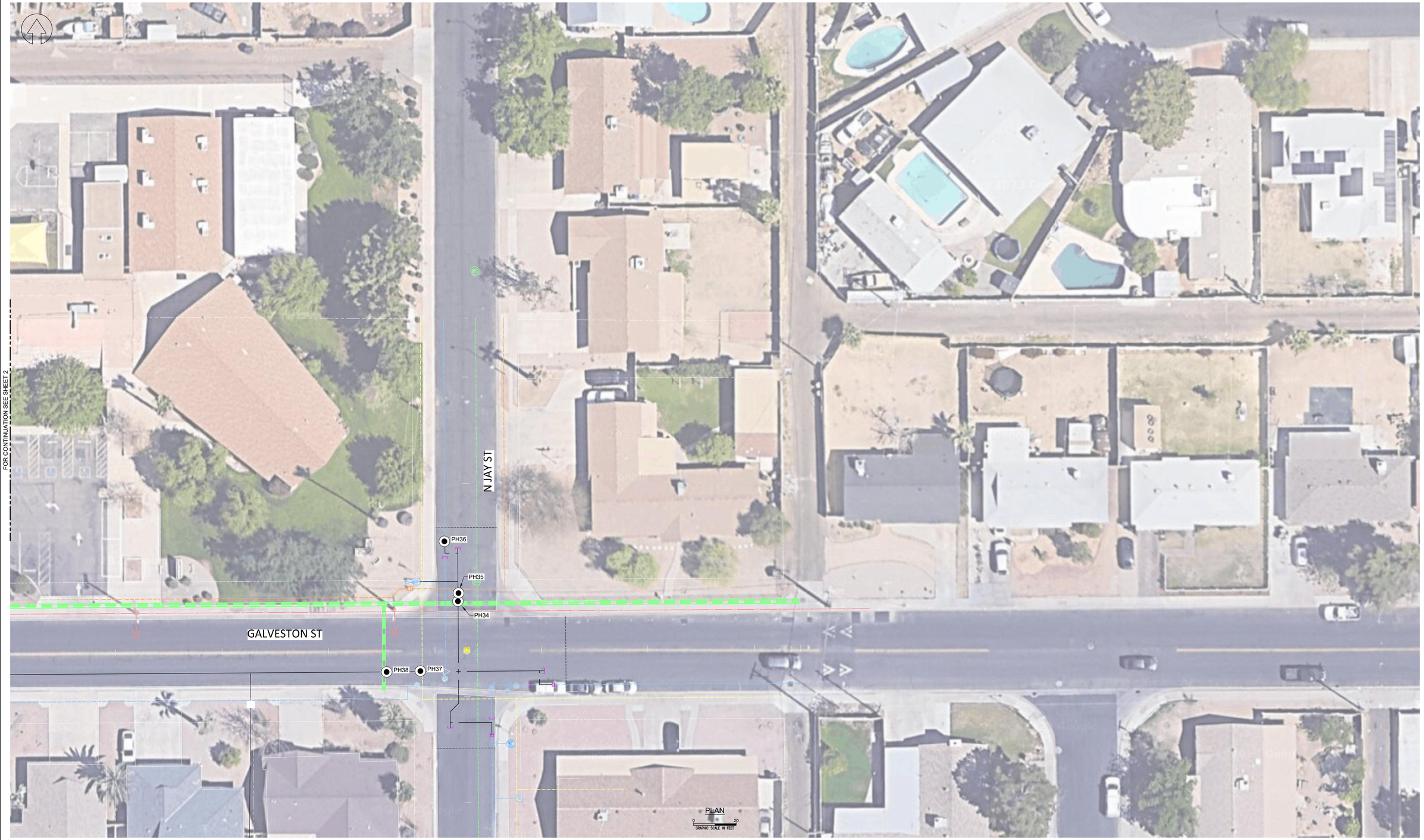
CHANDLER WMR 2022

DWN CDC CHK JNS
PROJECT NO. 22-08-3204
FILENAME

REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20'
DATE 1-8-2024
SHEET 2 OF 30



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LEGEND

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OT	OVERHEAD TELEPHONE	IC	IRRIGATION CONTROL	CW	CHILLED WATER	HANDHOLE	TRANSFORMER
T	UNDERGROUND TELEPHONE	OP	OVERHEAD POWER	DW	DOMESTIC WATER	VAULT	SWITCH
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FOT	FIBER OPTIC TELEPHONE	GND	GROUND		POTHOLE	END OF MAIN	RECEPTACLE
FOTV	FIBER OPTIC TV	GPR	UTILITY LOCATED BY GPR		PROPOSED POTHOLE	RISER	HYDRANT
SPL	SPECIAL SYSTEM	UNK	UNKNOWN UTILITY		JUNCTION BOX	STORM DRAIN	FIRE DEPT CONNECTION
S	SANITARY SEWER	MT	EMPTY CONDUIT		METER	CLEANOUT	
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CHANDLER WMR 2022

DWN CDC CHK JNS
PROJECT NO. 22-08-3204
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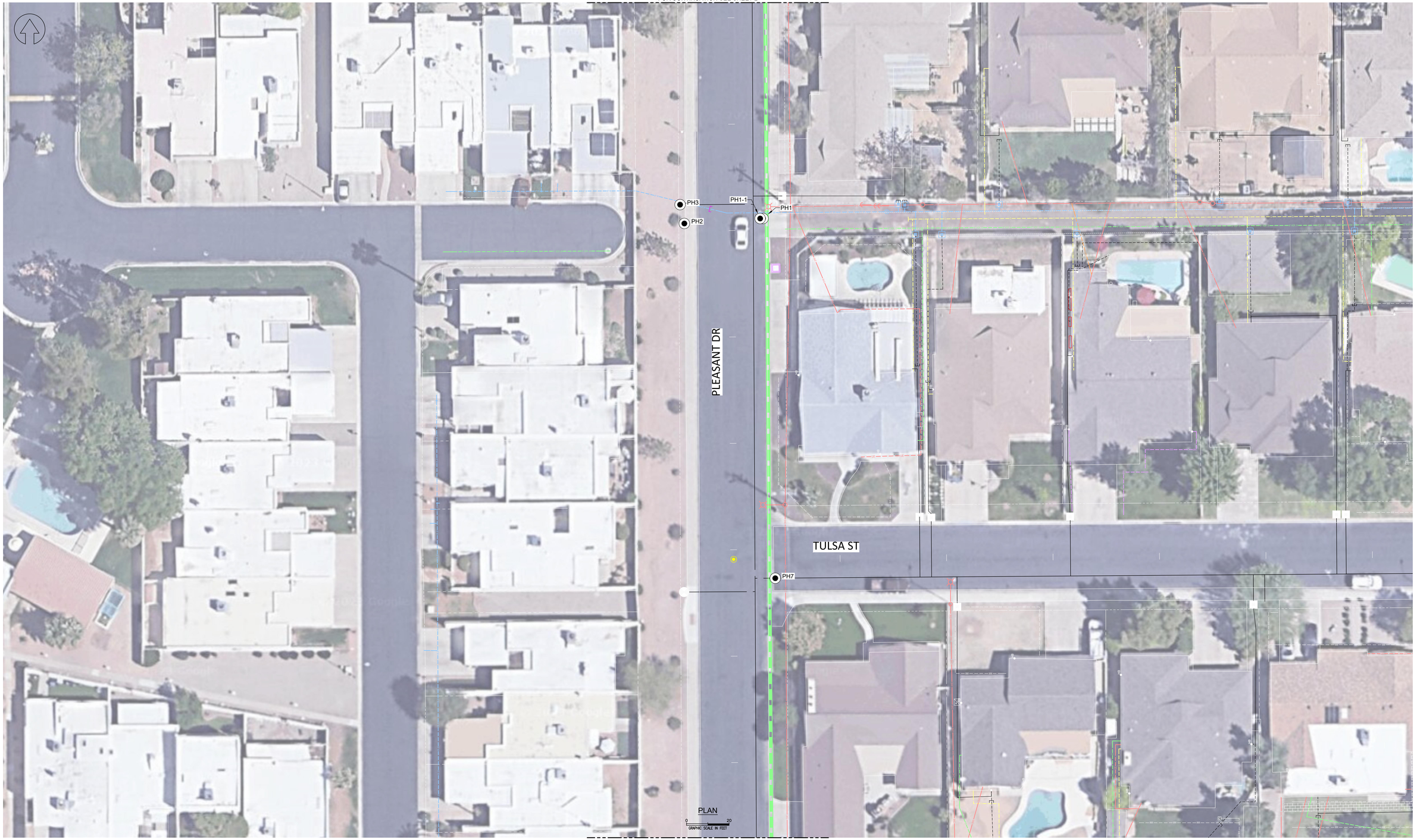
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' DATE 1-8-2024 SHEET 3 OF 30

FOR CONTINUATION SEE SHEET 2



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FOT	FIBER OPTIC TELEPHONE	GND	GROUND		POTHOLE
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SD	STORM SEWER	G	GAS		PEDESTAL

	MANHOLE
	HANDHOLE
V	VAULT
	VALVE
	END OF MAIN
	RISER
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	CLEANOUT

	POLE
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	SWITCH
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SAFE SITE UTILITY SERVICES, LLC
PHOENIX, AZ (602)606-8882

CHANDLER WMR 2022

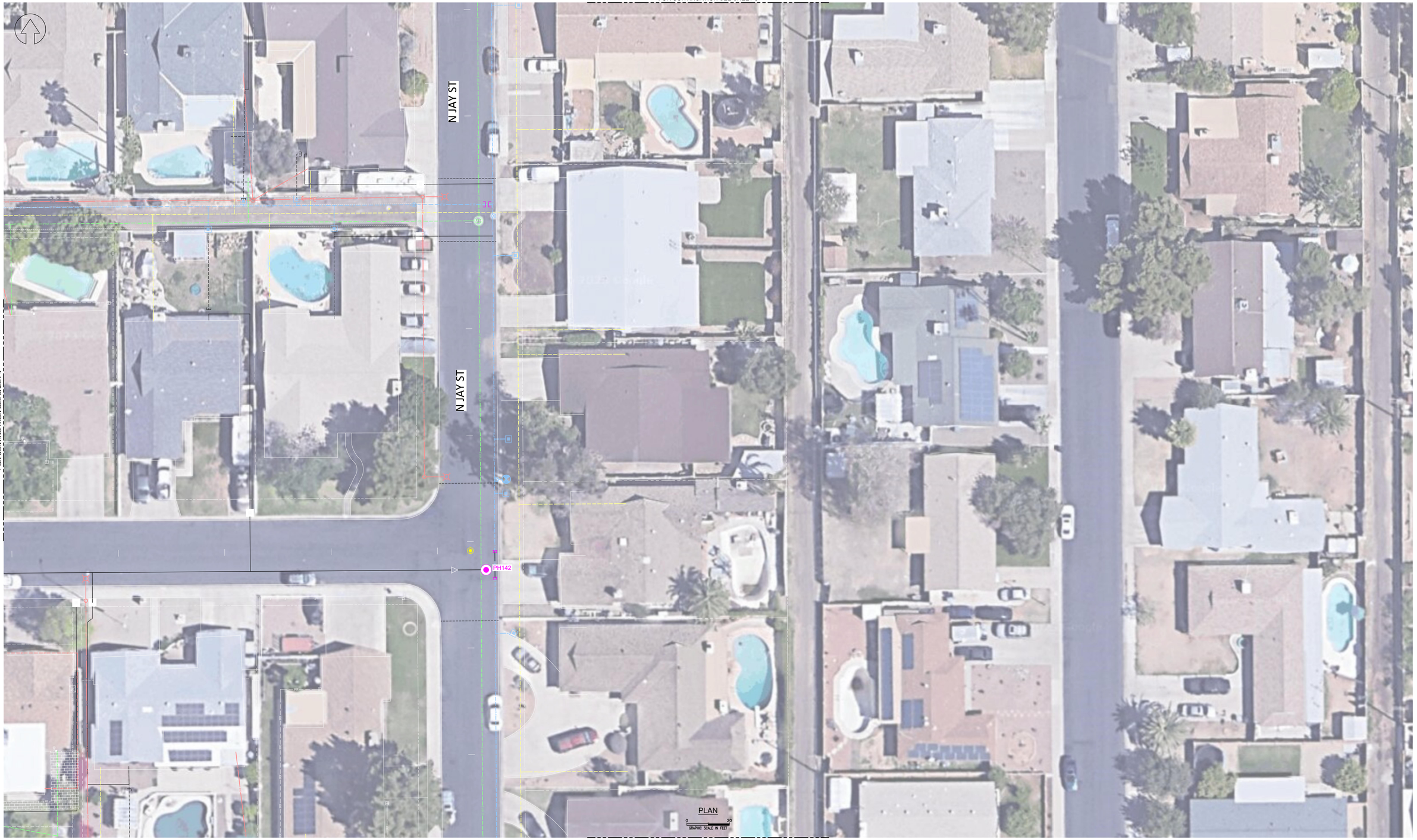
DWN CDC | CHK JNS
PROJECT NO. 22-08-3204
FILENAME

REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 4 OF 30

FOR CONTINUATION SEE SHEET 3

FOR CONTINUATION SEE SHEET 4



FOR CONTINUATION SEE SHEET 7

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CHANDLER WMR 2022

DWN CDC | CHK JNS
PROJECT NO. 22-08-3204
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REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 5 OF 30

FOR CONTINUATION SEE SHEET 4

FOR CONTINUATION SEE SHEET 9

FOR CONTINUATION SEE SHEET 7

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LEGEND

COMU	COMMUNICATION	IR	IRRIGATION	W	WATER	MANHOLE	POLE
OT	OVERHEAD TELEPHONE	IC	IRRIGATION CONTROL	CW	CHILLED WATER	HANDHOLE	TRANSFORMER
T	UNDERGROUND TELEPHONE	OP	OVERHEAD POWER	DW	DOMESTIC WATER	VAULT	SWITCH
TV	UNDERGROUND CABLE TV	P	UNDERGROUND POWER	FW	FIRE WATER	VALVE	LIGHT
FOT	FIBER OPTIC TELEPHONE	GND	GROUND		POTHOLE	END OF MAIN	RECEPTACLE
FOTV	FIBER OPTIC TV	GPR	UTILITY LOCATED BY GPR		PROPOSED POTHOLE	RISER	HYDRANT
SPL	SPECIAL SYSTEM	UNK	UNKNOWN UTILITY		JUNCTION BOX	STORM DRAIN	FIRE DEPT CONNECTION
S	SANITARY SEWER	MT	EMPTY CONDUIT		METER	CLEANOUT	
SD	STORM SEWER	G	GAS		PEDESTAL		

EM NOTE:
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MOC - MATERIAL OF CONSTRUCTION
EIC - ENCASED IN CONCRETE
X - POTHOLE SIZE (IN)

SAFE SITE UTILITY SERVICES, LLC
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CHANDLER WMR 2022

DWN CDC | CHK JNS
PROJECT NO. 22-08-3204
FILENAME

REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 6 OF 30

NOTES:

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TV — UNDERGROUND CABLE TV	P — UNDERGROUND POWER	FW — FIRE WATER	VALVE
FOT — FIBER OPTIC TELEPHONE	GND — GROUND	POTHOLE	END OF MAIN
FOTV — FIBER OPTIC TV	GPR — UTILITY LOCATED BY GPR	PROPOSED POTHOLE	RISER
SPL — SPECIAL SYSTEM	UNK — UNKNOWN UTILITY	JUNCTION BOX	STORM DRAIN
S — SANITARY SEWER	MT — EMPTY CONDUIT	METER	CLEANOUT
SD — STORM SEWER	G — GAS	PEDESTAL	

POLE		
TRANSFORMER		
SWITCH		
LIGHT		
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HYDRANT		
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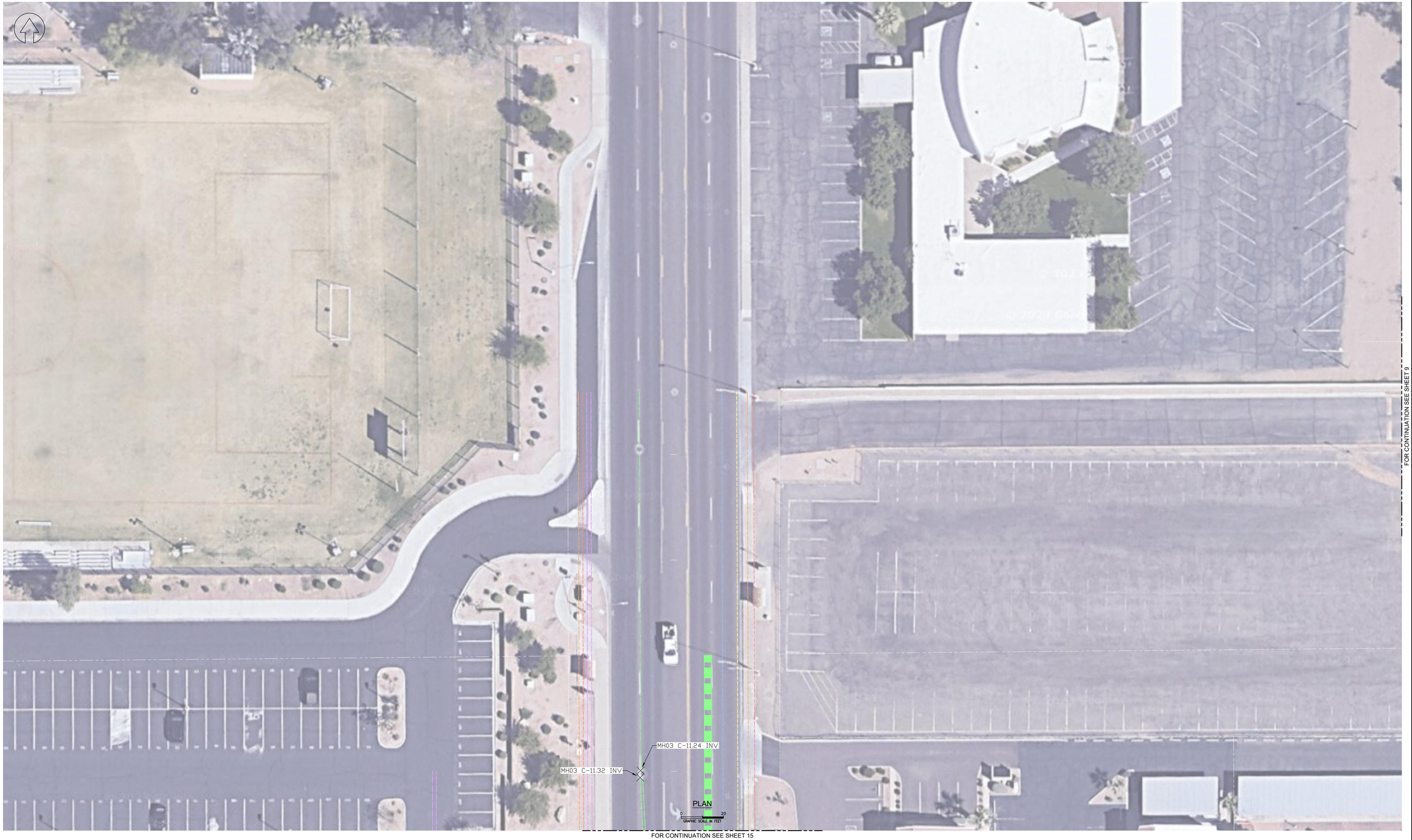
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 7 OF 30



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SPL	SPECIAL SYSTEM	UNK	UNKNOWN UTILITY		JUNCTION BOX	STORM DRAIN	FIRE DEPT CONNECTION
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DWN CDC CHK JNS
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REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' DATE 1-8-2024 SHEET 8 OF 30

FOR CONTINUATION SEE SHEET 16

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REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20'
DATE 1-8-2024
SHEET 9 OF 30

FOR CONTINUATION SEE SHEET 19

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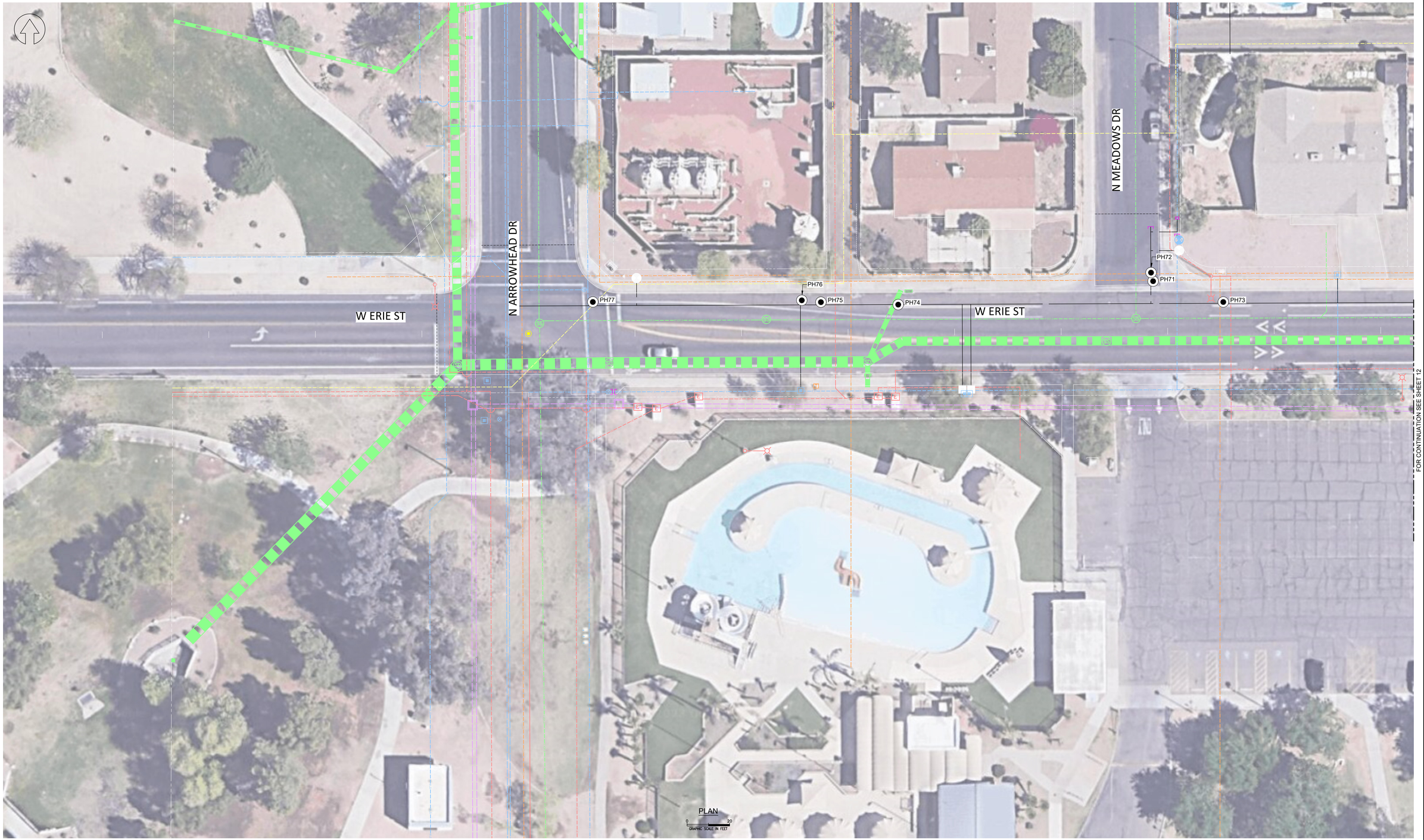
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' DATE 1-8-2024 SHEET 10 OF 30



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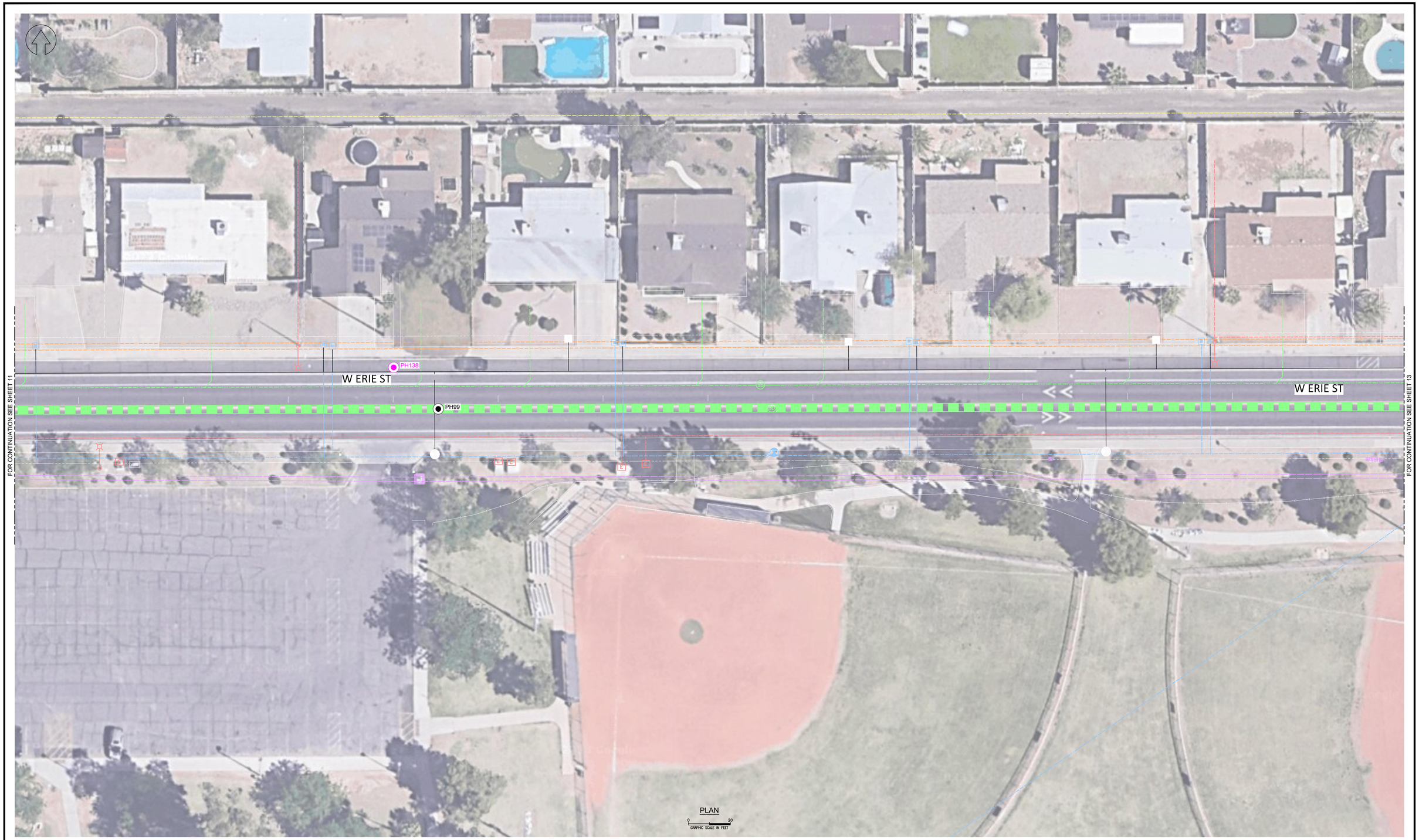
CHANDLER WMR 2022

REVISION 6
UTILITY LOCATION PLAN

DWN	CHK
CDC	JNS

PROJECT NO. 22-08-3204
FILENAME

SCALE 1" = 20'
DATE 1-8-2024
SHEET 11 OF 30



PLAN

0 20
GRAPHIC SCALE IN FEET

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DWN CDC CHK JNS
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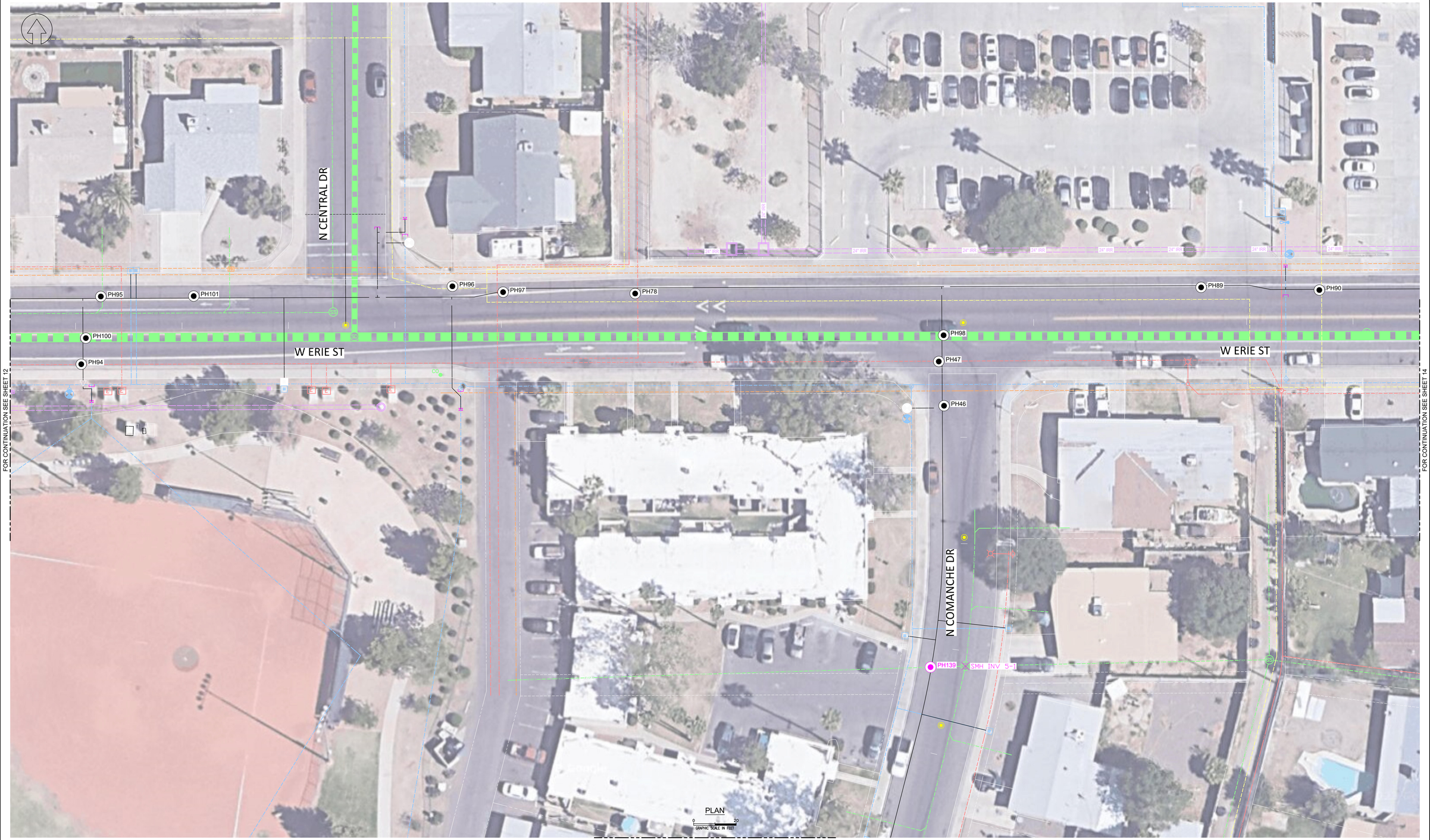
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 12 OF 30



PLAN

0 20
GRAPHIC SCALE IN FEET

FOR CONTINUATION SEE SHEET 20

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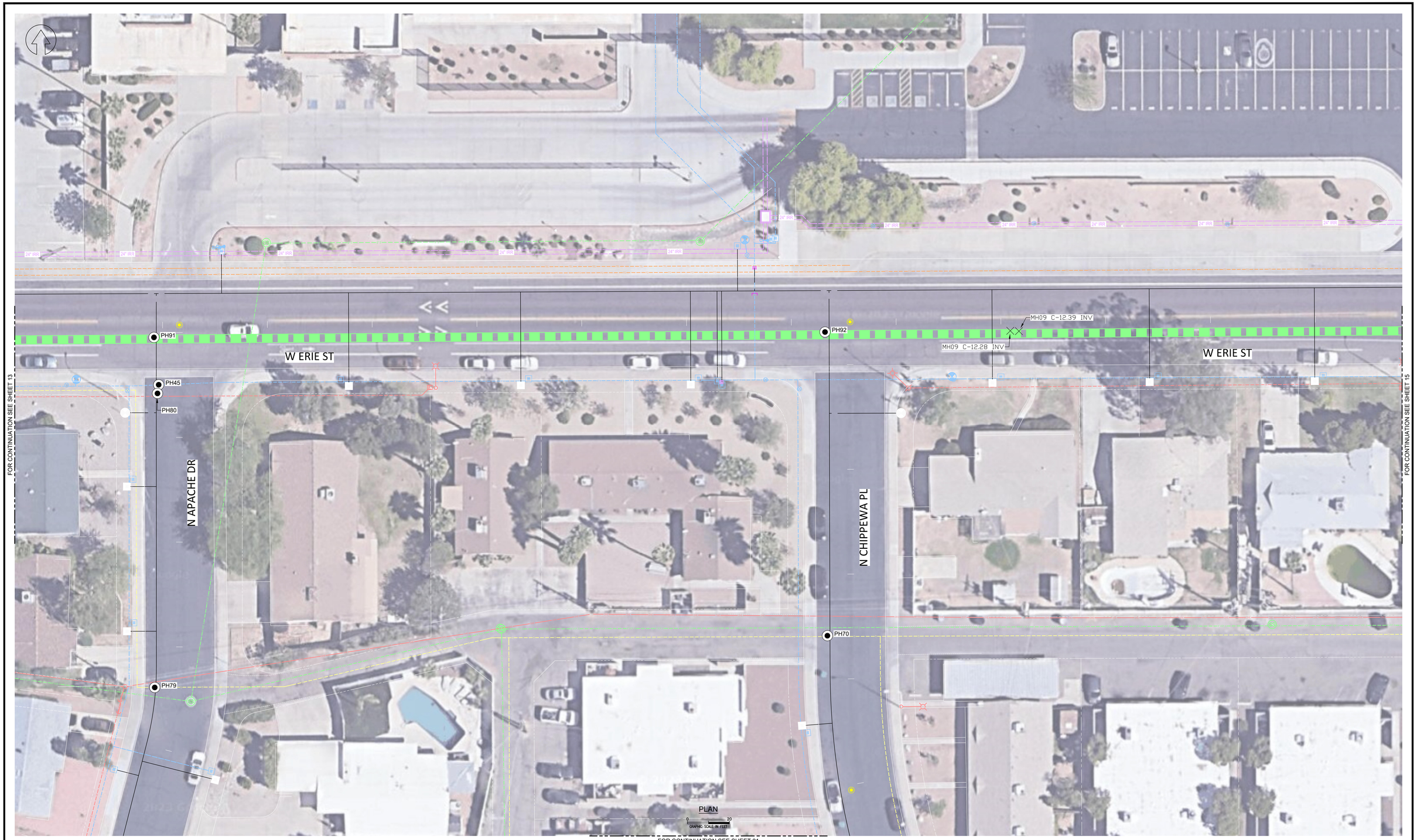
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' DATE 1-8-2024 SHEET 13 OF 30



FOR CONTINUATION SEE SHEET 13

FOR CONTINUATION SEE SHEET 15

FOR CONTINUATION SEE SHEET 21

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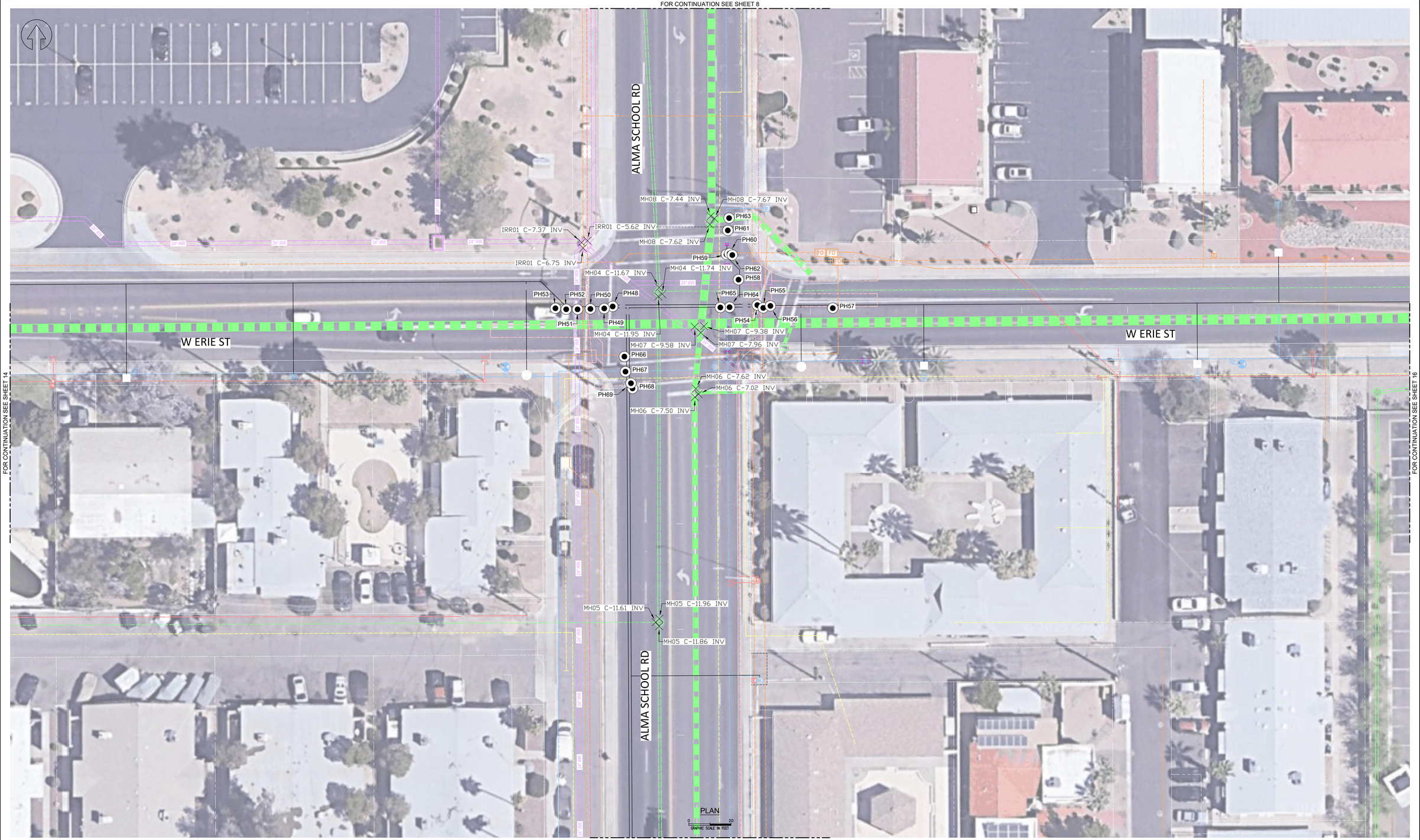
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 14 OF 30

FOR CONTINUATION SEE SHEET 8

FOR CONTINUATION SEE SHEET 14

FOR CONTINUATION SEE SHEET 16



FOR CONTINUATION SEE SHEET 22

NOTES:

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LEGEND

COMM — COMMUNICATION	IR — IRRIGATION	W — WATER	MANHOLE	POLE
OT — OVERHEAD TELEPHONE	IC — IRRIGATION CONTROL	CW — CHILLED WATER	HANDHOLE	TRANSFORMER
T — UNDERGROUND TELEPHONE	OP — OVERHEAD POWER	DW — DOMESTIC WATER	VAULT	SWITCH
TV — UNDERGROUND CABLE TV	P — UNDERGROUND POWER	FW — FIRE WATER	VALVE	LIGHT
FOT — FIBER OPTIC TELEPHONE	GND — GROUND	POTHOLE	END OF MAIN	RECEPTACLE
FOTV — FIBER OPTIC TV	GPR — UTILITY LOCATED BY GPR	PROPOSED POTHOLE	RISER	HYDRANT
SPL — SPECIAL SYSTEM	UNK — UNKNOWN UTILITY	JUNCTION BOX	STORM DRAIN	FIRE DEPT CONNECTION
S — SANITARY SEWER	MT — EMPTY CONDUIT	METER	CLEANOUT	
SD — STORM SEWER	G — GAS	PEDESTAL		

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DOC - POTHOLE DEPTH OF COVER (FT)
MOC - MATERIAL OF CONSTRUCTION
EIC - ENCASED IN CONCRETE
X - POTHOLE SIZE (IN)

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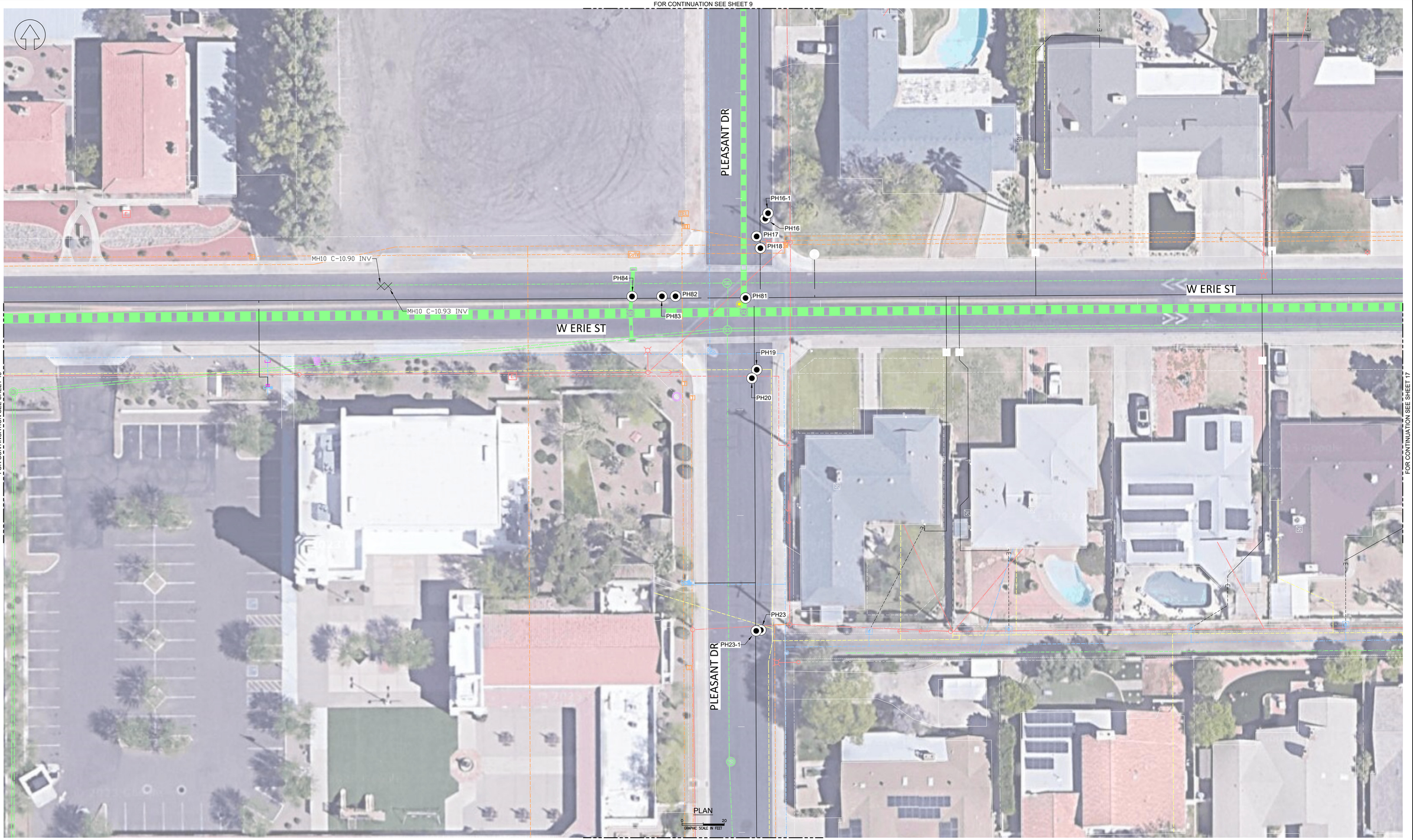
CHANDLER WMR 2022

DWN CDC CHK JNS
PROJECT NO. 22-08-3204
FILENAME

REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' DATE 1-8-2024 SHEET 15 OF 30

FOR CONTINUATION SEE SHEET 9



FOR CONTINUATION SEE SHEET 15

FOR CONTINUATION SEE SHEET 17

FOR CONTINUATION SEE SHEET 23

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LEGEND

COMU	COMMUNICATION	IR	IRRIGATION	W	WATER	MANHOLE	POLE
OT	OVERHEAD TELEPHONE	IC	IRRIGATION CONTROL	CW	CHILLED WATER	HANDHOLE	TRANSFORMER
T	UNDERGROUND TELEPHONE	OP	OVERHEAD POWER	DW	DOMESTIC WATER	VAULT	SWITCH
TV	UNDERGROUND CABLE TV	P	UNDERGROUND POWER	FW	FIRE WATER	VALVE	LIGHT
FOT	FIBER OPTIC TELEPHONE	GND	GROUND		POTHOLE	END OF MAIN	RECEPTACLE
FOTV	FIBER OPTIC TV	GPR	UTILITY LOCATED BY GPR		PROPOSED POTHOLE	RISER	HYDRANT
SPL	SPECIAL SYSTEM	UNK	UNKNOWN UTILITY		JUNCTION BOX	STORM DRAIN	FIRE DEPT CONNECTION
S	SANITARY SEWER	MT	EMPTY CONDUIT		METER	CLEANOUT	
SD	STORM SEWER	G	GAS		PEDESTAL		

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CHANDLER WMR 2022

DWN	CHK
CDC	JNS

PROJECT NO. 22-08-3204
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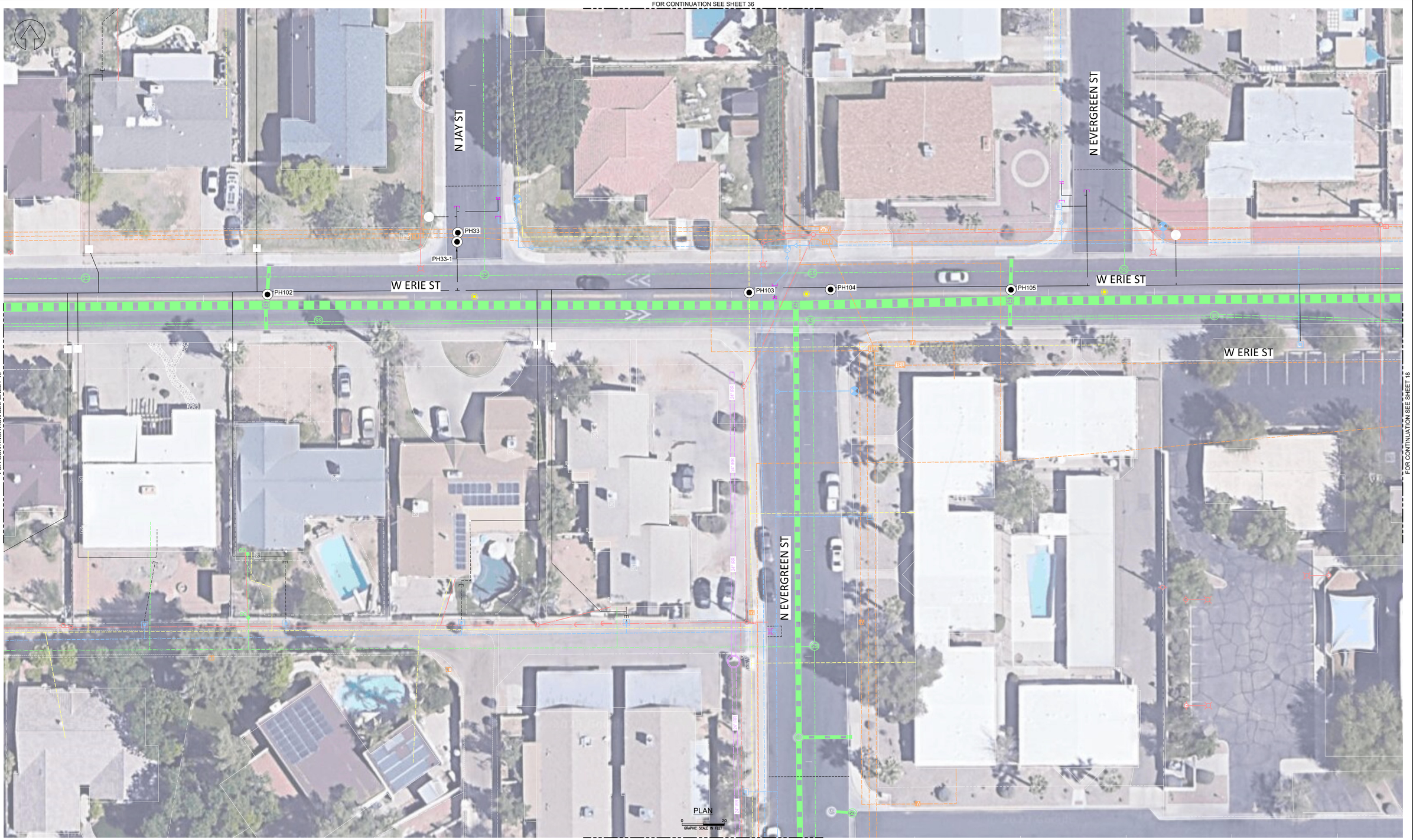
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 16 OF 30

FOR CONTINUATION SEE SHEET 36

FOR CONTINUATION SEE SHEET 16

FOR CONTINUATION SEE SHEET 18



FOR CONTINUATION SEE SHEET 24

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LEGEND

- COMM — COMMUNICATION
- OT — OVERHEAD TELEPHONE
- T — UNDERGROUND TELEPHONE
- TV — UNDERGROUND CABLE TV
- FOT — FIBER OPTIC TELEPHONE
- FOTV — FIBER OPTIC TV
- SPL — SPECIAL SYSTEM
- S — SANITARY SEWER
- SD — STORM SEWER
- IR — IRRIGATION
- IC — IRRIGATION CONTROL
- OP — OVERHEAD POWER
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- GND — GROUND
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- MT — EMPTY CONDUIT
- G — GAS
- W — WATER
- CW — CHILLED WATER
- DW — DOMESTIC WATER
- FW — FIRE WATER
- POTHOLE
- PROPOSED POTHOLE
- JUNCTION BOX
- METER
- PEDESTAL
- MANHOLE
- HANDHOLE
- VAULT
- VALVE
- END OF MAIN
- RISER
- STORM DRAIN
- CLEANOUT
- POLE
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- SWITCH
- LIGHT
- RECEPTACLE
- HYDRANT
- FIRE DEPT CONNECTION

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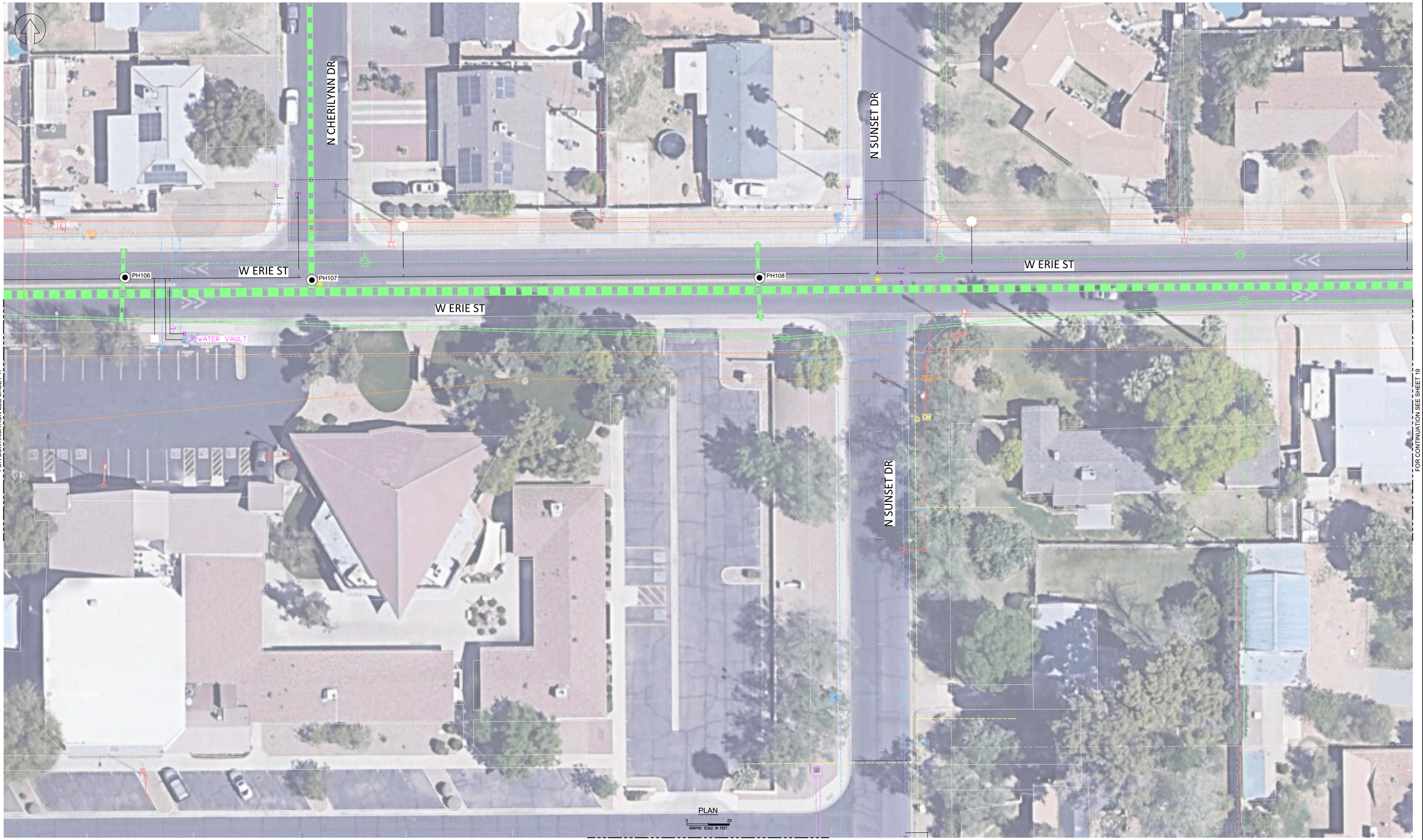
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 17 OF 30



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LEGEND

COMM	COMMUNICATION	IR	IRRIGATION	W	WATER
OT	OVERHEAD TELEPHONE	IC	IRRIGATION CONTROL	CW	CHILLED WATER
T	UNDERGROUND TELEPHONE	OP	OVERHEAD POWER	DW	DOMESTIC WATER
TV	UNDERGROUND CABLE TV	P	UNDERGROUND POWER	FW	FIRE WATER
FOT	FIBER OPTIC TELEPHONE	GND	GROUND		POTHOLE
FOTV	FIBER OPTIC TV	GPR	UTILITY LOCATED BY GPR		PROPOSED POTHOLE
SPL	SPECIAL SYSTEM	UNK	UNKNOWN UTILITY		JUNCTION BOX
S	SANITARY SEWER	MT	EMPTY CONDUIT		METER
SD	STORM SEWER	G	GAS		PEDESTAL

MANHOLE	POLE		
HANDHOLE	TRANSFORMER		
VAULT	SWITCH		
VALVE	LIGHT		
END OF MAIN	RECEPTACLE		
RISER	HYDRANT		
STORM DRAIN	FIRE DEPT CONNECTION		
CLEANOUT			

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DWN CDC CHK JNS
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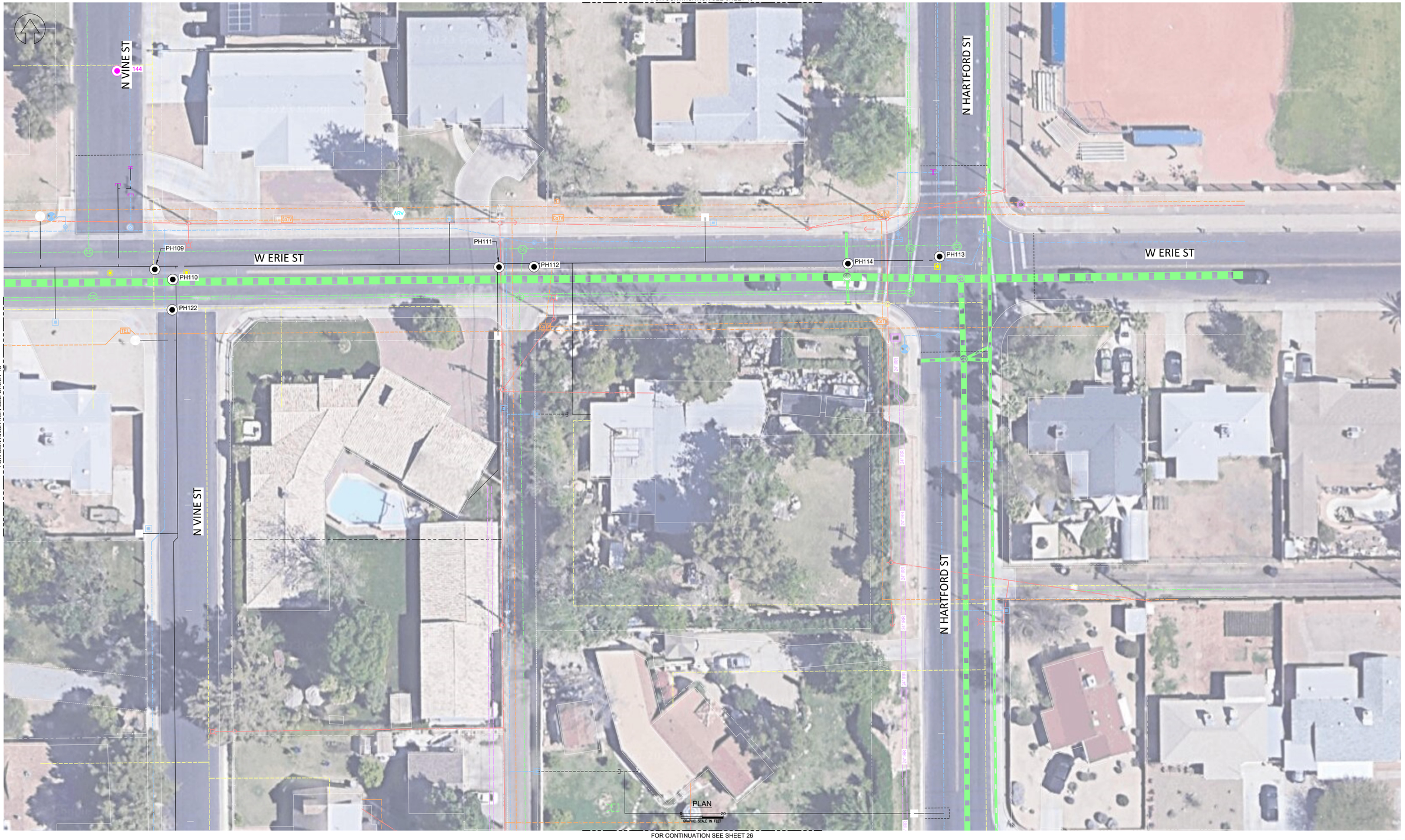
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20'
DATE 1-8-2024
SHEET 18 OF 30

FOR CONTINUATION SEE SHEET 10

FOR CONTINUATION SEE SHEET 18



FOR CONTINUATION SEE SHEET 26

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LEGEND

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DWN CDC | CHK JNS
PROJECT NO. 22-08-3204
FILENAME

REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 19 OF 30

FOR CONTINUATION SEE SHEET 13

FOR CONTINUATION SEE SHEET 21

NOTES:

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REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' DATE 1-8-2024 SHEET 20 OF 30

FOR CONTINUATION SEE SHEET 14

FOR CONTINUATION SEE SHEET 20

FOR CONTINUATION SEE SHEET 22

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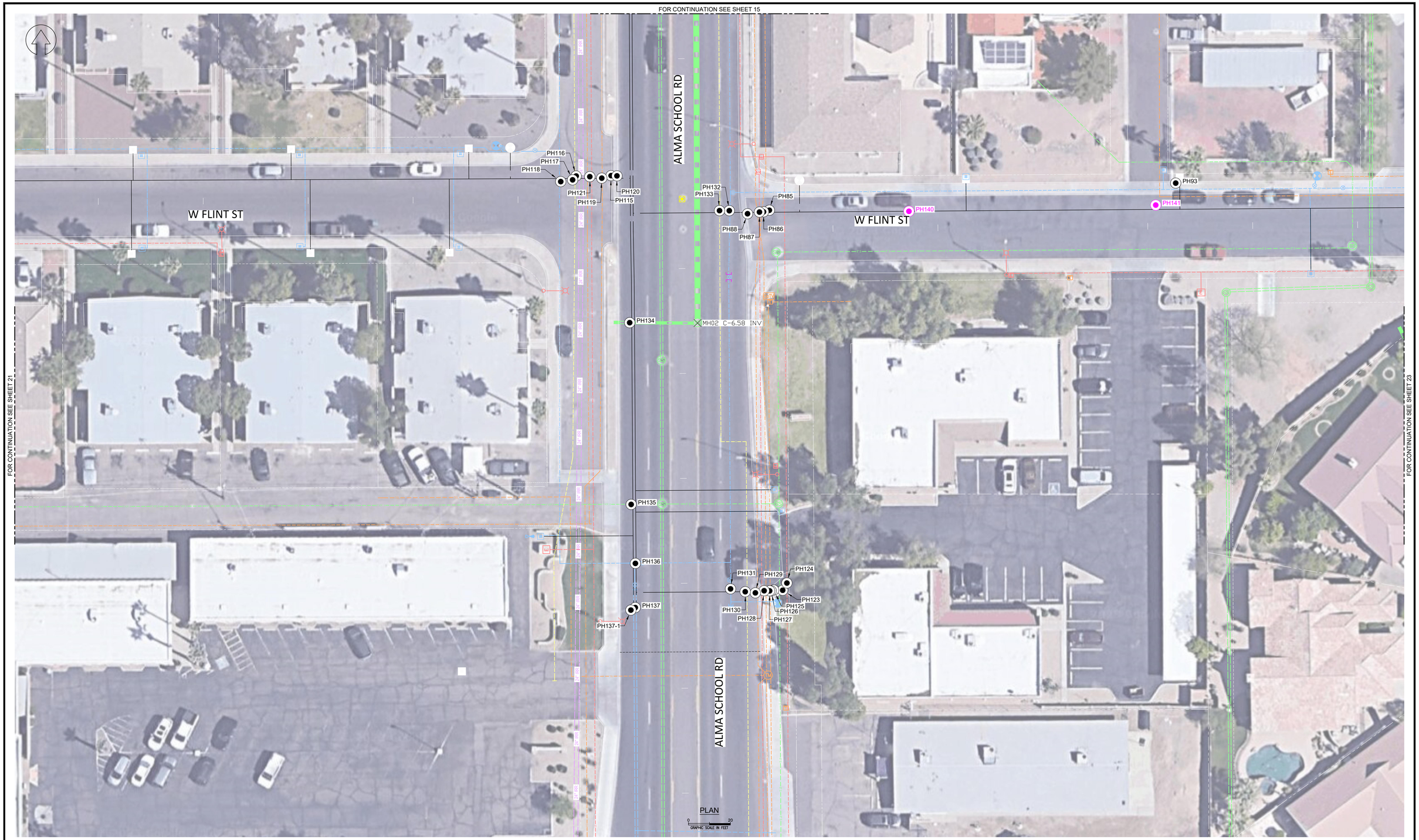
REVISION 6
UTILITY LOCATION PLAN

SCALE	DATE	SHEET	OF
1" = 20'	1-8-2024	21	30

FOR CONTINUATION SEE SHEET 15

FOR CONTINUATION SEE SHEET 21

FOR CONTINUATION SEE SHEET 23



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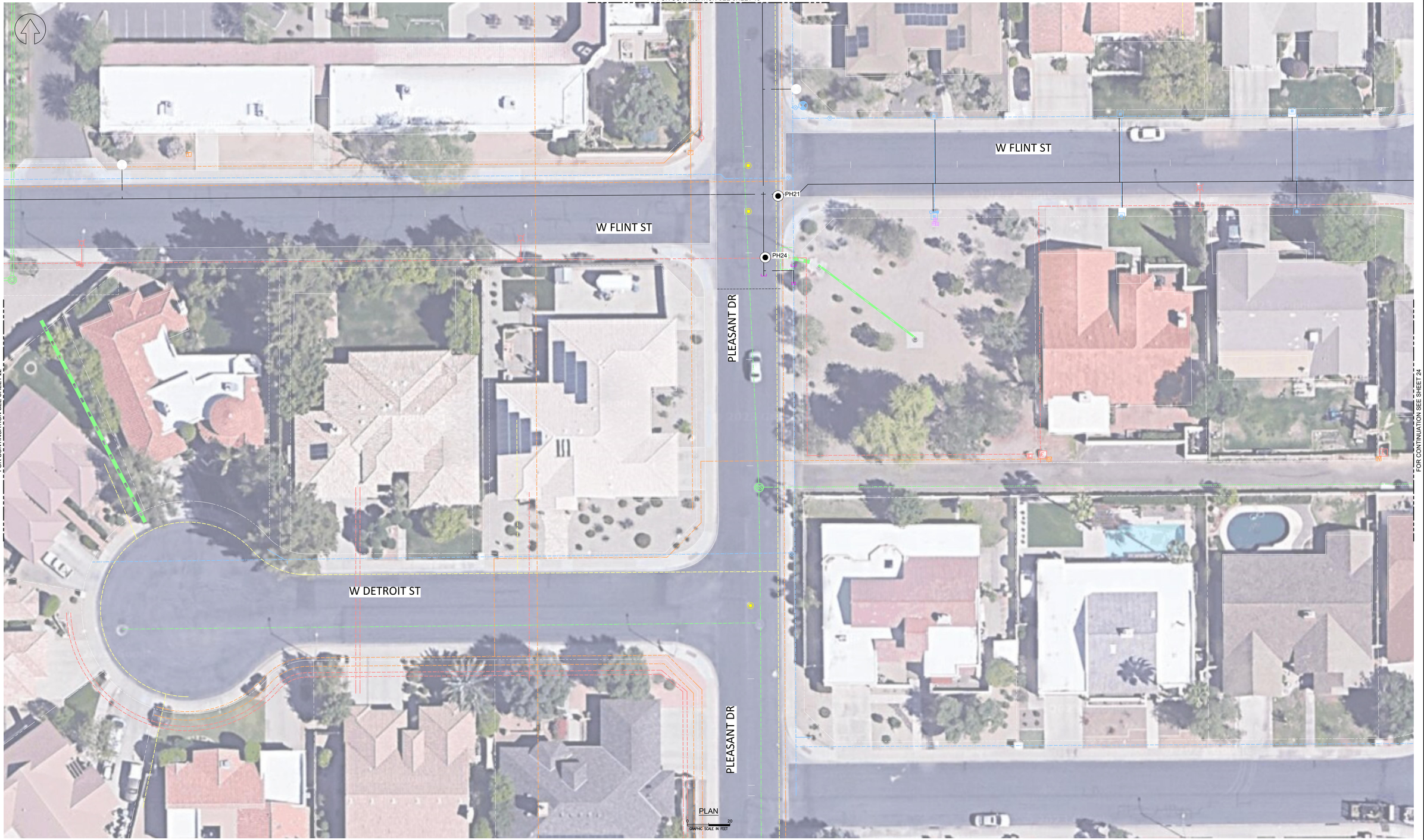
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' DATE 1-8-2024 SHEET 22 OF 30

FOR CONTINUATION SEE SHEET 16



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- SWITCH
- LIGHT
- RECEPTACLE
- HYDRANT
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EIC - ENCASED IN CONCRETE
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SAFE SITE UTILITY SERVICES, LLC
PHOENIX, AZ (602)606-8882

CHANDLER WMR 2022

DWN CDC CHK JNS
PROJECT NO. 22-08-3204
FILENAME

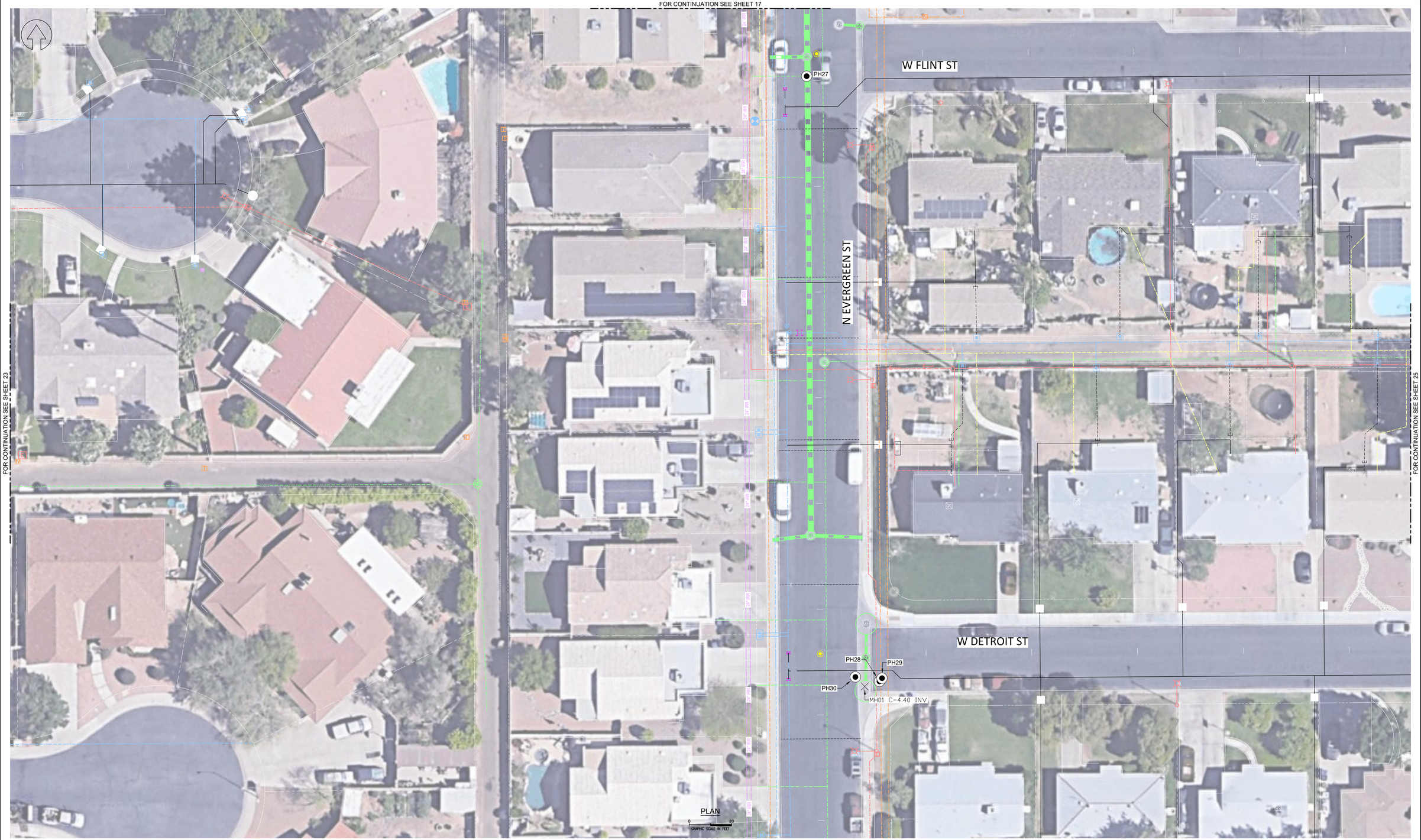
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' DATE 1-8-2024 SHEET 23 OF 30

FOR CONTINUATION SEE SHEET 17

FOR CONTINUATION SEE SHEET 23

FOR CONTINUATION SEE SHEET 25



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LEGEND

COMM	COMMUNICATION	IR	IRRIGATION	W	WATER
OT	OVERHEAD TELEPHONE	IC	IRRIGATION CONTROL	CW	CHILLED WATER
T	UNDERGROUND TELEPHONE	OP	OVERHEAD POWER	DW	DOMESTIC WATER
TV	UNDERGROUND CABLE TV	P	UNDERGROUND POWER	FW	FIRE WATER
FOT	FIBER OPTIC TELEPHONE	GND	GROUND		POTHOLE
FOTV	FIBER OPTIC TV	GPR	UTILITY LOCATED BY GPR		PROPOSED POTHOLE
SPL	SPECIAL SYSTEM	UNK	UNKNOWN UTILITY		JUNCTION BOX
S	SANITARY SEWER	MT	EMPTY CONDUIT		METER
SD	STORM SEWER	G	GAS		PEDESTAL

	MANHOLE		POLE
	HANDHOLE		TRANSFORMER
V	VAULT		SWITCH
	VALVE		LIGHT
	END OF MAIN		RECEPTACLE
	RISER		HYDRANT
	STORM DRAIN		FIRE DEPT CONNECTION
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CHANDLER WMR 2022

DWN	CHK
CDC	JNS

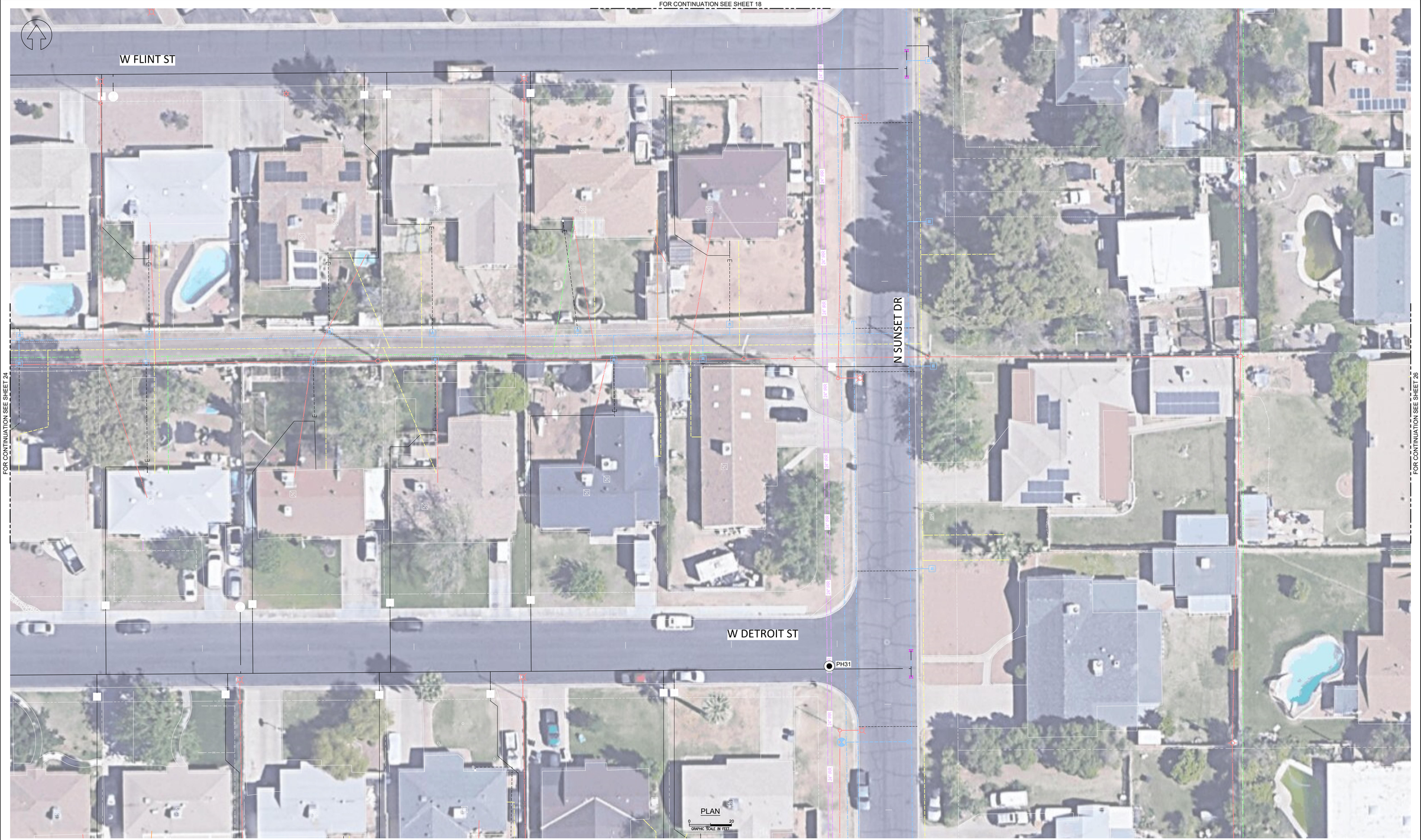
PROJECT NO.
22-08-3204

FILENAME

REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20'
DATE 1-8-2024
SHEET 24 OF 30

FOR CONTINUATION SEE SHEET 18



FOR CONTINUATION SEE SHEET 24

FOR CONTINUATION SEE SHEET 26

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LEGEND

- COMU — COMMUNICATION
- OT — OVERHEAD TELEPHONE
- T — UNDERGROUND TELEPHONE
- TV — UNDERGROUND CABLE TV
- FOT — FIBER OPTIC TELEPHONE
- FOTV — FIBER OPTIC TV
- SPL — SPECIAL SYSTEM
- S — SANITARY SEWER
- SD — STORM SEWER
- IR — IRRIGATION
- IC — IRRIGATION CONTROL
- OP — OVERHEAD POWER
- P — UNDERGROUND POWER
- GND — GROUND
- GPR — UTILITY LOCATED BY GPR
- UNK — UNKNOWN UTILITY
- MT — EMPTY CONDUIT
- G — GAS
- W — WATER
- CW — CHILLED WATER
- DW — DOMESTIC WATER
- FW — FIRE WATER
- POTHOLE
- PROPOSED POTHOLE
- JUNCTION BOX
- METER
- PEDESTAL
- MANHOLE
- HANDHOLE
- VAULT
- VALVE
- END OF MAIN
- RISER
- STORM DRAIN
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DWN CDC CHK JNS
PROJECT NO. 22-08-3204
FILENAME

REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 25 OF 30

FOR CONTINUATION SEE SHEET 19

FOR CONTINUATION SEE SHEET 25

N VINE ST

N HARTFORD ST

W FLINT ST

W DETROIT ST

PH25

PLAN

GRAPHIC SCALE IN FEET

0 20

FOR CONTINUATION SEE SHEET 27

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LEGEND

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OT	OVERHEAD TELEPHONE	IC	IRRIGATION CONTROL	CW	CHILLED WATER	HANDHOLE	TRANSFORMER
T	UNDERGROUND TELEPHONE	OP	OVERHEAD POWER	DW	DOMESTIC WATER	VAULT	SWITCH
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FOT	FIBER OPTIC TELEPHONE	GND	GROUND		POTHOLE	END OF MAIN	RECEPTACLE
FOTV	FIBER OPTIC TV	GPR	UTILITY LOCATED BY GPR		PROPOSED POTHOLE	RISER	HYDRANT
SPL	SPECIAL SYSTEM	UNK	UNKNOWN UTILITY		JUNCTION BOX	STORM DRAIN	FIRE DEPT CONNECTION
S	SANITARY SEWER	MT	EMPTY CONDUIT		METER	CLEANOUT	
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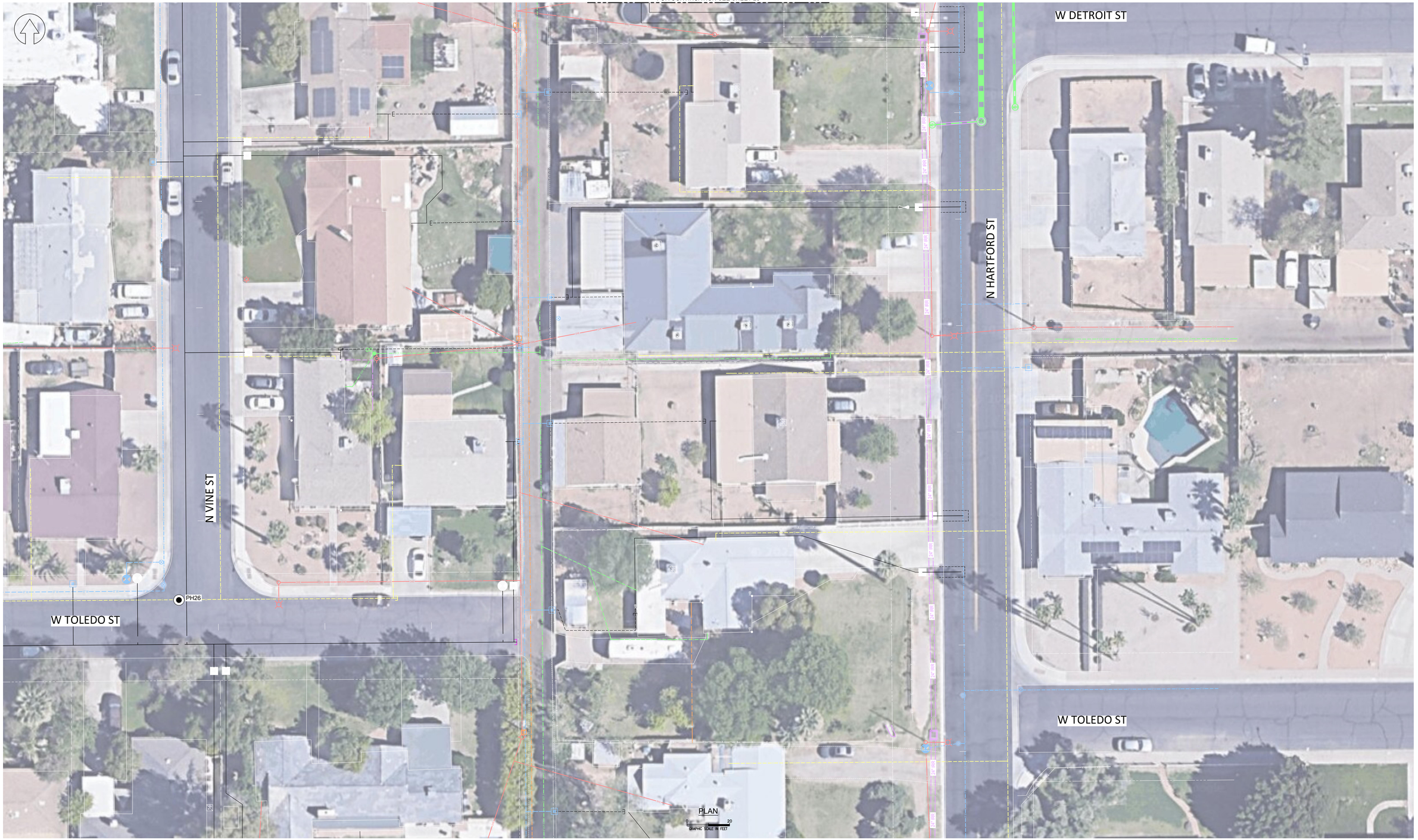
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' DATE 1-8-2024 SHEET 26 OF 30

FOR CONTINUATION SEE SHEET 26



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T	UNDERGROUND TELEPHONE	OP	OVERHEAD POWER
TV	UNDERGROUND CABLE TV	P	UNDERGROUND POWER
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SD	STORM SEWER	G	GAS

LEGEND

W	WATER	M	MANHOLE
CW	CHILLED WATER	H	HANDHOLE
DW	DOMESTIC WATER	V	VAULT
FW	FIRE WATER		VALVE
	POTHOLE	J	END OF MAIN
	PROPOSED POTHOLE		RISER
U J P	JUNCTION BOX		STORM DRAIN
E W M	METER		CLEANOUT
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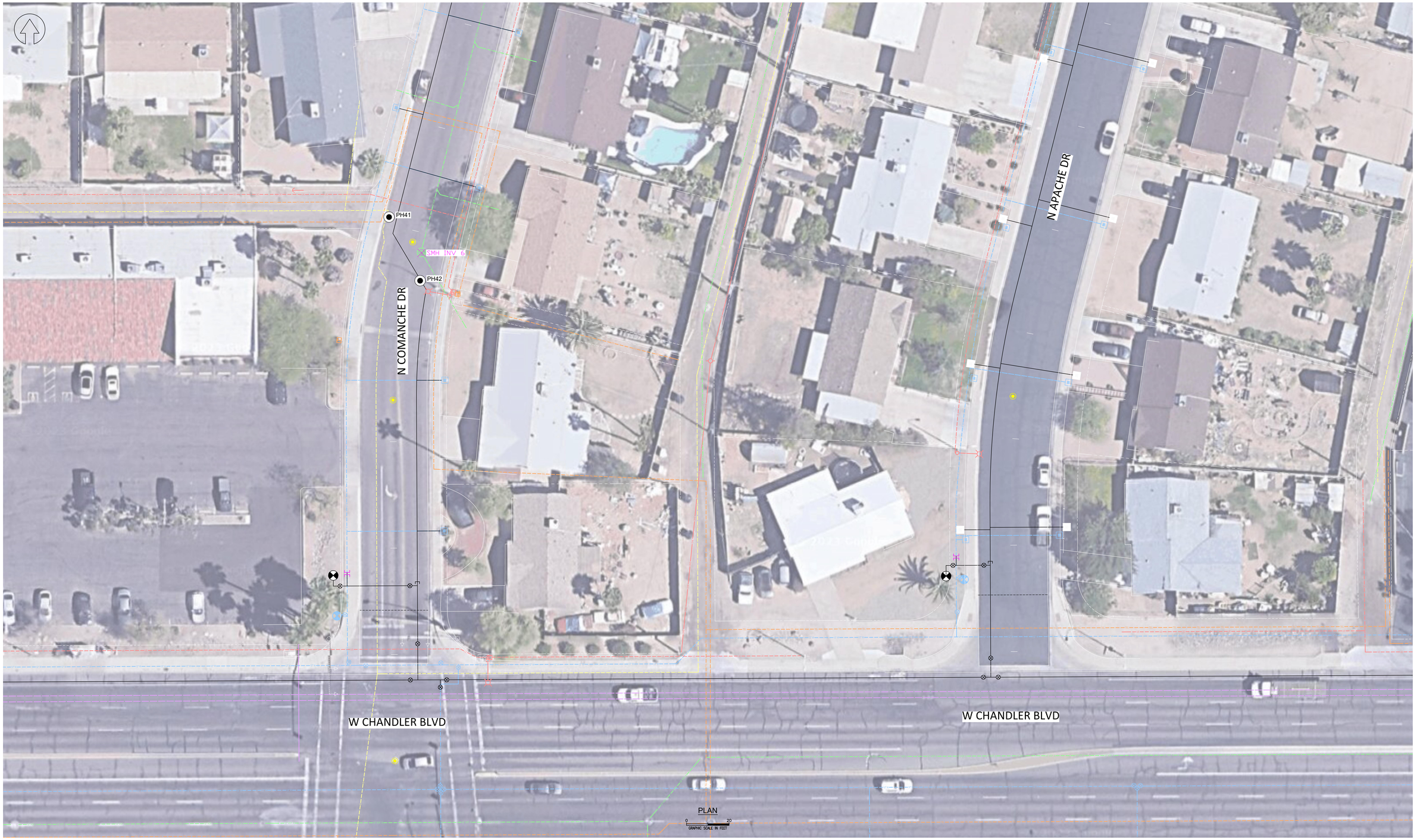
CHANDLER WMR 2022

DWN CDC CHK JNS
PROJECT NO. 22-08-3204
FILENAME

REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 27 OF 30



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DWN CDC | CHK JNS
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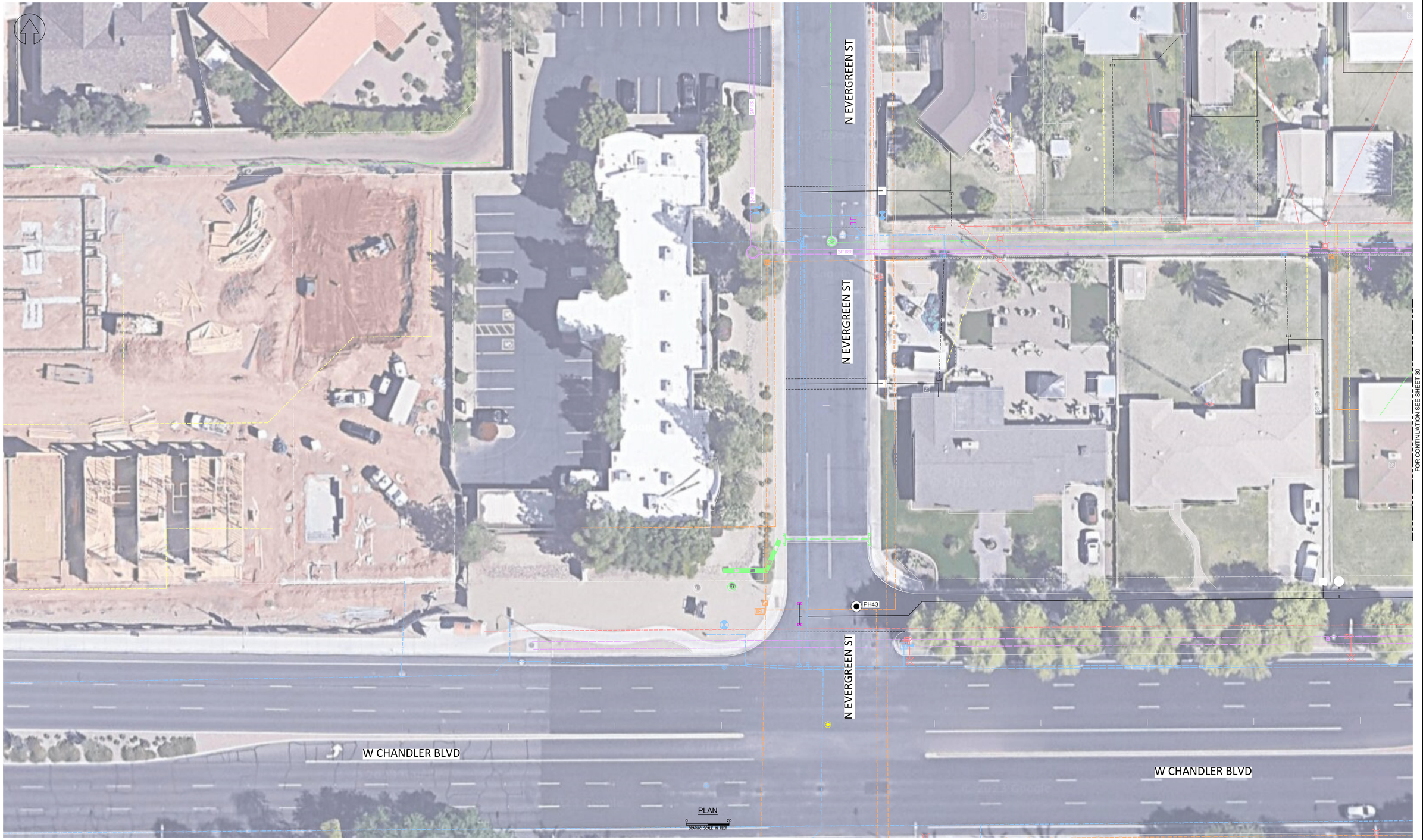
REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20' | DATE 1-8-2024 | SHEET 28 OF 30



PLAN

GRAPHIC SCALE IN FEET 0 20

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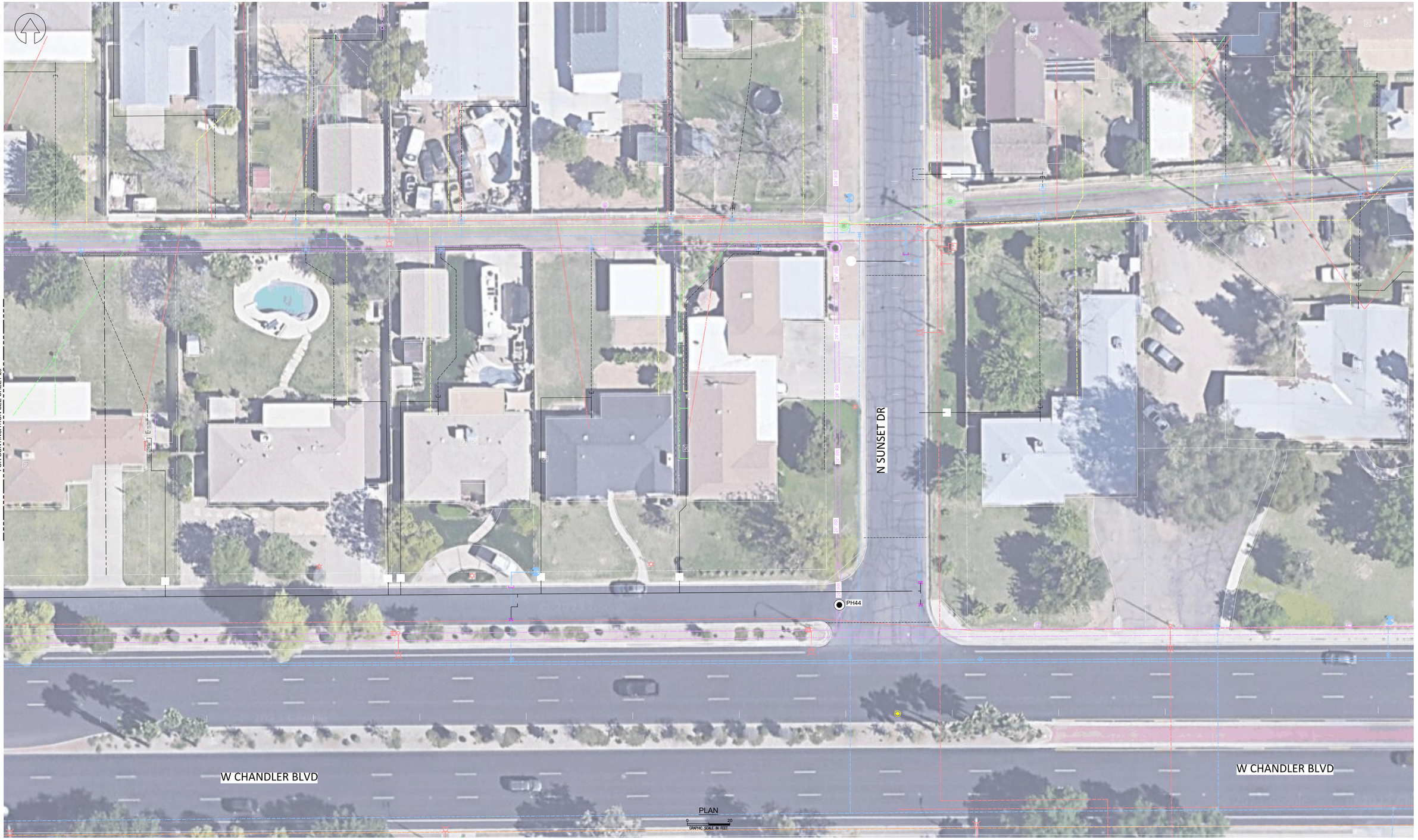

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REVISION 6
UTILITY LOCATION PLAN

SCALE 1" = 20'
DATE 1-8-2024
SHEET 30 OF 30

EXHIBIT D

ACCEPTED GMP/PRICE PROPOSAL

EXHIBIT D: GMP 1 PROPOSAL
CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 PROJECT – GMP 1

03/03/2025

E-mailed: 03-03-25
Adam.Kleiser@chandleraz.gov

City of Chandler
Adam Kleiser
Construction Manager
City of Chandler Public Works & Utilities Department
215 E Buffalo St
Chandler, AZ 85225

RE: Water Main Replacement 2022 Construction Manager at Risk
Project City of Chandler Project No.: WA2203.401
Achen-Gardner Construction, LLC Project No.: 4134101

SUBJECT: 90% GUARANTEED MAXIMUM PRICE GMP 1 PROPOSAL FOR CONSTRUCTION

Dear Mr. Kleiser:

Included herein for your review and approval is Achen-Gardner Construction, LLC's ("Achen-Gardner's") 90% GMP 1 Proposal ("Proposal"), dated 03/03/25, for constructing the Water Main Replacement 2022 Construction Manager at Risk – GMP 1 project ("Project").

Achen-Gardner proposes to complete the scope of work defined in the GMP 1 documents and as qualified herein for the not-to-exceed amount of $13,060,538.17 (including fee and mark-ups). This amount includes Construction Contingency. Additionally, the City has requested an Owner's Contingency (Pay Item 3100) in the amount of $500,000.00 for a total Project amount of $13,560,538.17.

Total Not-to-Exceed Cost of the Work, Including Fee and Mark-ups	**$ 13,060,538.17**
Owner's Contingency, including Fee and Mark-ups	**$ 500,000.00**
Project Total	**$ 13,560,538.17**

Should you have any questions and/or comments, please feel free to contact me at (602) 377-4593 or AGoode@achen.com.

Sincerely,
ACHEN-GARDNER CONSTRUCTION, LLC

Abigail Goode

Abigail Goode, Project Manager

CC: Bryan Mueller – Vice President, Christie Hall – Preconstruction Manager, Adam Kleiser – Construction Manager

EXHIBIT D-1.A: TABLE OF CONTENTS

MARCH 3, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

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	GMP 1 Schedule of Allowances	Page 08
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	GMP 1 General Clarifications	Page 32
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	GMP 1 Cash Flow Projections	Page 34
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NOTE: RECOMMENDED SUBCONTRACTORS' AND SUPPLIERS' QUOTES AND SUBCONTRACTOR AND SUPPLIER SOLICITATION DOCUMENTS ARE INCLUDED IN A SEPARATE SUBMITTAL TITLED: "EXHIBIT G – SUBCONTRACTOR AND SUPPLIER SOLICITATION DOCUMENTS AND QUOTES" DATED FEBRUARY 28, 2025.

EXHIBIT D-1.B: PROJECT DESCRIPTION

MARCH 3, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

PROJECT CRITICAL DATES:

Achen-Gardner used the following date restrictions when developing the overall project schedule shown in Exhibit D-1.E. Please also see our Construction Phasing graphics in Exhibit D-1.F:

04/28/25	GMP 1 latest Construction NTP
05/23/25–07/15/25	GMP 1 Phase 1A & 1B During Summer School Break

OVERALL PROJECT DESCRIPTION:

This project will provide updated potable water mains, valves, and services in an area of Chandler that has experienced water main breaks. This project includes the replacement of more than 21,000 linear feet of water mains, ranging in size from 4-inch to 16-inch diameter, in three high-priority ranked areas in the central area of the City: Arrowhead Meadows, Tyson Manor, and Sunset Manor (See Exhibit D-1.F). Some public water mains are being relocated from the alley to the front of the homes and will need to be tied into the existing house water connection at the back of the homes. New water services will be installed for related residential structures.

GMP 1 PROJECT DESCRIPTION:

The work under GMP 1 will involve replacing approximately 12,684 linear feet of water mains, ranging in size from 6-inch to 16-inch diameter, in two high-priority ranked areas in the central area of the City: Tyson Manor and Sunset Manor (See Exhibit D-1.F). Some public water mains are being relocated from the alley to the front of the homes and will need to be tied into the existing house water connection at the back of the homes. New water services will be installed for related residential structures.

EXHIBIT D-1.C.i: DETAILED GMP 1 SUMMARY

MARCH 3, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

	Date:	3/3/2025
Project Name:	**WATER MAIN REPLACEMENT 2022**	
Project Location:	Tyson Manor, Sunset Manor, & Alma School Rd	
City of Chandler Project No.:	WA2203.401	

		Amount
A. Cost of Work		
A1	Cost of Work (self-perform, no mark-up)	$4,660,104.74
A2	Cost of Work (subcontractors, suppliers, materials)	$4,647,637.60
	TOTAL COST OF WORK:	**$9,307,742.34**
B. General Conditions		**$791,983.36**
	SUBTOTAL 1 (Cost of Work) (A + B):	**$10,099,725.70**
C. CM@Risk's Fee		**$858,476.68**
	SUBTOTAL 2 (A + B + C):	**$10,958,202.38**
D. Bonds and Insurance (on Subtotal 1)		
D1	Bonds (Payment and Performance)	$87,665.62
D2	Insurance	$213,684.95
	TOTAL BONDS & INSURANCE:	**$301,350.57**
	SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	**$11,259,552.95**
E. Sales Tax		
E1	Sales Tax	$570,859.33
E2	Tax Credits	-$62,147.60
	TOTAL SALES TAX:	**$508,711.73**
F. Approved Allowances		
F1	Approved Allowances (See Exhibit D-1.D Schedule of Allowances)	$760,007.61
	TOTAL ALLOWANCES:	**$760,007.61**
G. Contingencies		
G1	Construction Contingency	$532,265.88
G2	Owner's Contingency	$500,000.00
	TOTAL CONTINGENCIES:	**$1,032,265.88**
	TOTAL GMP:	**$13,560,538.17**

Establishment of Values:

a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.

b. General Conditions Cost (B) to be established in the Baseline Cost Model.

c. CM@Risk Fee as set forth in Section 3.7.3 of this Contract

EXHIBIT D-1.D: GMP 1 SCHEDULE OF VALUES

MARCH 3, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

GMP 1 FOR CITY OF CHANDLER - WATER MAIN REPLACEMENT 2022 — 3/3/2025

PROJECT NO.: WA2203.401

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4134100

ACHEN-GARDNER CONSTRUCTION, LLC
2195 W Chandler Boulevard, Suite 200
CHANDLER, AZ 85224

DESIGN DOCUMENT STAGE: 90% GHD

PAY ITEM	DESCRIPTION	UM	GMP 1 QUANTITY	GMP 1 UNIT PRICE	GMP 1 TOTAL
100	CONSTRUCTION SURVEY	LS	1	$ 74,303.48	$ 74,303.48
110	CONSTRUCTION WORKING DRAWINGS & GIS DATA	LS	1	$ 72,606.10	$ 72,606.10
120	REMOVE & REPLACE SURVEY MONUMENTS	EA	6	$ 1,006.76	$ 6,040.56
130	TRENCH PATCH 3" ACSC ON 4" ABC	SY	7,141	$ 104.09	$ 743,306.69
140	TRENCH PATCH 2"ACSC 0N 3" ACBC ON 16" ABC	SY	633	$ 238.23	$ 150,799.59
150	TRENCH PATCH 3" ACSC ON 16" ABC	SY	189	$ 150.83	$ 28,506.87
155	SLURRY SEAL, TYPE II QUICK SETTING	SY	42,303	$ 3.52	$ 148,908.18
157	FILL & SEAL PAVEMENT CRACKS	LF	84,240	$ 0.76	$ 64,022.23
160	REMOVE & REPLACE CURB & GUTTER	LF	510	$ 136.32	$ 69,523.20
170	REMOVE & REPLACE ROLL CURB & GUTTER	LF	440	$ 140.70	$ 61,908.00
180	REMOVE & REPLACE SIDEWALK	SF	2,325	$ 37.19	$ 86,466.75
190	REMOVE & REPLACE SIDEWALK PEDESTRIAN RAMP	EA	2	$ 8,970.56	$ 17,941.12
200	REMOVE & REPLACE VALLEY GUTTER & APRONS	SF	766	$ 51.25	$ 39,257.50
210	REMOVE & REPLACE SPEED HUMPS	LF	88	$ 403.66	$ 35,320.25
220	ABANDONMENT PIPE GROUT FILL	LF	2,912	$ 43.74	$ 127,370.88
230	REMOVE & DISPOSE FIRE HYDRANT (AND PIPING TO GV)	EA	16	$ 6,010.80	$ 96,172.80
280	REMOVE & RESET STREET SIGNS	EA	1	$ 500.00	$ 500.00
290	4" (EQUIVALENT) YELLOW PAINT	LF	8,197	$ 0.28	$ 2,295.16
292	4" (EQUIVALENT) WHITE PAINT	LF	1,900	$ 0.28	$ 532.00
294	RIGHT TURN ARROW	EA	1	$ 348.08	$ 348.08
296	LEFT TURN ARROW	EA	1	$ 348.08	$ 348.08
303	4" (EQUIVALENT) YELLOW THERMO	LF	8,197	$ 0.96	$ 7,869.12
304	4" (EQUIVALENT) WHITE THERMO	LF	1,900	$ 0.96	$ 1,824.00
306	COC DTL C-234 SPEED HUMP CHEVRONS (TAPE)(4/HUMP)	EA	24	$ 329.26	$ 7,902.24
320	BACKFLOW PREVENTOR ASSEMBLY	EA	15	$ 2,428.58	$ 36,428.70
330	INSTALL REINFORCED THRUST COLLAR	EA	23	$ 5,420.48	$ 124,671.04
340	INSTALL GUARD POST FOR BACKFLOW ASSEMBLY	EA	4	$ 1,783.07	$ 7,132.28
350	3/4" & 1" PEX A R SERVICE CONNECTION (OPEN CUT)	EA	90	$ 5,174.81	$ 465,732.90
360	3/4" & 1" PEX A SERVICE CONNECTION (BORE)	EA	91	$ 2,270.73	$ 206,636.43
370	1.5" & 2" PEX A SERVICE CONNECTION (OPEN CUT)	EA	5	$ 5,566.62	$ 27,833.10
380	1.5" & 2" PEX A SERVICE CONNECTION (BORE)	EA	3	$ 3,272.59	$ 9,817.77
390	PRIVATE SERVICES (CUSTOMER SIDE)	LS	1	$ 1,008,673.47	$ 958,239.80
430	6" DIP CLASS 350 (INCL. VERTICAL REALIGNMENTS PER PLANS)	LF	798	$ 274.34	$ 218,923.32
440	8" DIP CLASS 350 (INCL. VERTICAL REALIGNMENTS PER PLANS)	LF	10,701	$ 261.33	$ 2,796,492.33
450	12" DIP CLASS 350 (INCL. VERTICAL REALIGNMENTS PER PLANS)	LF	605	$ 557.97	$ 337,571.85
460	16" DIP CLASS 350 (INCL. VERTICAL REALIGNMENTS PER PLANS)	LF	580	$ 886.18	$ 513,984.40
480	CUT & CAP EXISTING PIPE	EA	112	$ 3,043.98	$ 340,925.76
490	WATER & SEWER PROTECTION	LF	70	$ 362.30	$ 25,361.00
500	FIRE HYDRANT (COMPLETE FROM TEE TO FH)	EA	29	$ 11,766.42	$ 341,226.18

EXHIBIT D-1.D: GMP 1 SCHEDULE OF VALUES

MARCH 3, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

GMP 1 FOR CITY OF CHANDLER - WATER MAIN REPLACEMENT 2022 — 3/3/2025

PROJECT NO.: WA2203.401

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4134100

ACHEN-GARDNER CONSTRUCTION, LLC
2195 W Chandler Boulevard, Suite 200
CHANDLER, AZ 85224

DESIGN DOCUMENT STAGE: 90% GHD

PAY ITEM	DESCRIPTION	UM	GMP 1 QUANTITY	GMP 1 UNIT PRICE	GMP 1 TOTAL
510	FIRE RISER (COMPLETE FROM BACKFLOW TO CONNECTION)	EA	1	$ 4,490.98	$ 4,490.98
520	6" GATE VALVE	EA	17	$ 4,016.04	$ 68,272.68
530	8" GATE VALVE	EA	62	$ 4,383.23	$ 271,760.26
540	12" GATE VALVE	EA	3	$ 7,392.57	$ 22,177.71
550	16" GATE VALVE	EA	5	$ 13,030.59	$ 65,152.95
570	REMOVE & SALVAGE INSERTION VALVES	EA	2	$ 5,340.21	$ 10,680.42
580	COMBINATION AIR/VACUUM VALVES	EA	3	$ 8,527.43	$ 25,582.29
590	MOBILIZATION/DEMOBILIZATION	LS	1	$ 212,408.39	$ 123,196.87
610	APPENDIX A PROJECT SIGNS	EA	5	$ 500.00	$ 2,500.00
620	PROJECT DUST CONTROL	MO	7	$ 21,626.53	$ 150,520.65
630	SWPPP	MO	7	$ 8,501.48	$ 59,170.30
650	SWEEPING & DAILY SITE MAINTENANCE	MO	7	$ 35,113.98	$ 244,393.30
660	NEIGHBORHOOD NOTIFICATIONS	MO	7	$ 688.82	$ 4,794.19
	SUBTOTAL - GMP DIRECT COST OF THE WORK (EXHIBIT D-1.C.i/Line A)				**$ 9,307,742.34**
8000	GENERAL CONDITIONS (EXHIBIT D-1.C.i/Line B)	MO	8	$ 98,997.92	$ 791,983.36
	RUNNING TOTAL NO. 1 - GMP 1 DIRECT COST OF THE WORK INCLUDING GCs				**$ 10,099,725.70**

EXHIBIT D-1.D: GMP 1 SCHEDULE OF VALUES

MARCH 3, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

GMP 1 FOR CITY OF CHANDLER - WATER MAIN REPLACEMENT 2022 — 3/3/2025

PROJECT NO.: WA2203.401

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4134100

ACHEN-GARDNER CONSTRUCTION, LLC
2195 W Chandler Boulevard, Suite 200
CHANDLER, AZ 85224

DESIGN DOCUMENT STAGE: 90% GHD

PAY ITEM	DESCRIPTION	UM	GMP 1 QUANTITY	GMP 1 UNIT PRICE	GMP 1 TOTAL
10100	CM@RISK FEE (OH AND PROFIT)(EXHIBIT D-1.C.i/Line C)		8.50%		$ 858,476.68
	SUBTOTAL - FEE				**$ 858,476.68**
	RUNNING TOTAL NO. 2 - GMP 1 DIRECT COST OF THE WORK + FEE				**$ 10,958,202.38**
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)(EXHIBIT D-1.C.i/Line D2)		1.95%	(Calc on RT #1)	$ 213,684.95
10300	BONDS (PAYMENT & PERFORMANCE)(EXHIBIT D-1.C.i/Line D1)		0.80%	(Calc on RT #1)	$ 87,665.62
	SUBTOTAL - INSURANCE AND BONDS				**$ 301,350.57**
	RUNNING TOTAL NO. 3 - GMP 1 DIRECT COST OF THE WORK + FEE + INS & BOND				**$ 11,259,552.95**
10400	SALES TAXES (5.07% or 7.8% of 65%) of Running Total No. 3 (EXHIBIT D-1.C.i/Line E1)		5.070%		$ 570,859.33
10450	ESTIMATED TAX EXEMPT MATERIAL ADJ. (ALLOWANCE)(EXHIBIT D-1.C.i/Line E2)		5.070%	$ -	$ (62,147.60)
	SUBTOTAL - SALES TAXES				**$ 508,711.73**
	RUNNING TOTAL NO. 4 - GMP 1 DIRECT COST OF THE WORK + FEE + INS & BOND + SALES TAXES				**$ 11,768,264.68**
2500	APPROVED ALLOWANCES (SEE SCHEDULE OF ALLOWANCES DETAIL INCLUDING MARK-UPS)(EXHIBIT D-1.Ci/Line F1)	LS	1	$ 760,007.61	$ 760,007.61
	TOTAL - GMP 1				**$ 12,528,272.29**
3000	CONSTRUCTION CONTINGENCY (SEE EXHIBIT D-1.C.i - CM@RISK GMP 1 SUMMARY/LINE G1 & EXHIBIT D-1.G - CONSTRUCTION CONTINGENCY RISK MATRIX)	LS	1	$ 532,265.88	$ 532,265.88
3100	OWNER'S CONTINGENCY (INCLUDES FEE AND MARKUPS (EXHIBIT D-1.C.i/Line G2)	LS	1	$ 500,000.00	$ 500,000.00
	SUBTOTAL - CONTINGENCIES				**$ 1,032,265.88**
	TOTAL - GMP 1 + CONTINGENCIES				**$ 13,560,538.17**

EXHIBIT D-1.D: GMP 1 SCHEDULE OF ALLOWANCES

MARCH 3, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

GMP 1 FOR CITY OF CHANDLER - WATER MAIN REPLACEMENT 2022 — 3/03/2025

PROJECT NO.: WA2203.401

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4134100

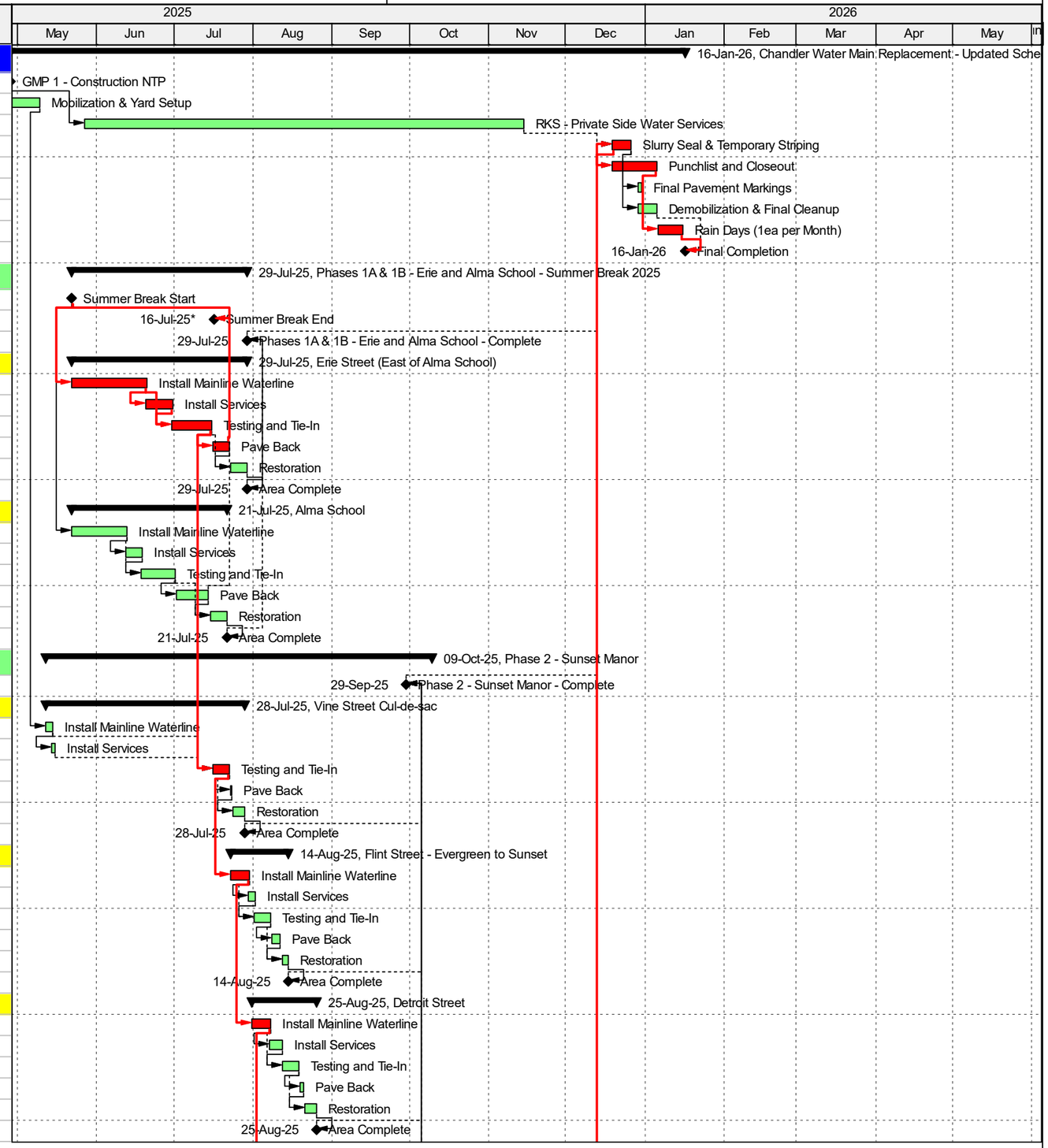
ACHEN-GARDNER CONSTRUCTION, LLC
2195 W Chandler Boulevard, Suite 200
CHANDLER, AZ 85224

DESIGN DOCUMENT STAGE: 90% GHD

PAY ITEM	DESCRIPTION	UM	QTY	UNIT PRICE	TOTAL
640	CONTRACTOR QUALITY CONTROL (ALLOWANCE)	AL	1	$ 151,199.25	$ 151,199.25
2000	TRAFFIC CONTROL (EXCLUDES VMS BOARDS)(ALLOWANCE)	AL	1	$ 253,994.16	$ 253,994.16
2010	OFF-DUTY OFFICERS (ALLOWANCE)	AL	1	$ 32,725.00	$ 32,725.00
2020	PURCHASE CONSTRUCTION WATER (ALLOWANCE)	AL	1	$ 20,700.00	$ 20,700.00
2030	PERMITS (ALLOWANCE)	AL	1	$ 2,006.25	$ 2,006.25
2040	LANDSCAPE & IRRIGATION SYSTEM RESTORATION (ALLOWANCE)	AL	1	$ 18,281.25	$ 18,281.25
2050	PRIVATE SERVICES (CUSTOMER SIDE) EXTRA WORK (ALLOWANCE)	AL	1	$ 83,034.54	$ 83,034.54
2060	RESIDENT ITEM RELOCATION (ALLOWANCE)	AL	1	$ 12,500.00	$ 12,500.00
2070	PRIVATE PROPERTY LOCATE SERVICE (SAFE SITE)(ALLOWANCE)	AL	1	$ 45,000.54	$ 45,000.54
2080	FLOOD IRRIGATION - PROTECT & REPAIR (ALLOWANCE)	AL	1	$ 25,000.00	$ 25,000.00
2090	SEWER SERVICE REPLACEMENT (ALLOWANCE)	AL	1	$ 4,384.11	$ 4,384.11
2500	**RUNNING TOTAL NO. 1 - ALLOWANCES DIRECT COST**				**648,825.10**
10100	OVERHEAD AND FEE		8.50%		$ 55,150.13
	SUBTOTAL - FEE				**$ 55,150.13**
	RUNNING TOTAL NO. 2 - ALLOWANCES DIRECT COST OF THE WORK + FEE				**$ 703,975.23**
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)		1.95%	(Calc on RT #1)	$ 13,727.52
10300	BONDS (PAYMENT & PERFORMANCE)		0.80%	(Calc on RT #1)	$ 5,631.80
	SUBTOTAL - INSURANCE AND BONDS				**$ 19,359.32**
	RUNNING TOTAL NO. 3 - ALLOWANCES DIRECT COST OF THE WORK + FEE + INS & BOND				**$ 723,334.55**
10400	SALES TAXES (5.07% or 7.8% of 65%) of Running Total No. 3		5.070%		$ 36,673.06
10450	ESTIMATED TAX EXEMPT MATERIAL ADJ. (ALLOWANCE)		5.070%	$ -	
	SUBTOTAL - SALES TAXES				**$ 36,673.06**
2500	**TOTAL - ALLOWANCES DIRECT COST OF THE WORK + FEE + INS & BOND + SALES TAXES (SEE PAY ITEM 2500 ON MAIN SOV)**				**$ 760,007.61**
NOTE	**ALLOWANCES ARE BEST ESTIMATES AND ARE NOT GUARANTEED BY SCOPE. These allowances are itemized by scope only for the purposes of assisting the City with rough budgeting of dollars for each funding source but may be utilized as needed for any of the scopes of work in this GMP.**				

EXHIBIT D-1.E: PRELIMINARY PROJECT SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish
Chandler Water Main Replacement - Updated Schedule - 02-27-25 GMP 1		179	28-Apr-25	16-Jan-26
A1000	GMP 1 - Construction NTP	0	28-Apr-25*	
A2630	Mobilization & Yard Setup	10	28-Apr-25	09-May-25
A2610	RKS - Private Side Water Services	120	27-May-25	14-Nov-25
A2440	Slurry Seal & Temporary Striping	5	19-Dec-25	26-Dec-25
A2505	Punchlist and Closeout	10	19-Dec-25	05-Jan-26
A2490	Final Pavement Markings	2	29-Dec-25	30-Dec-25
A2515	Demobilization & Final Cleanup	5	29-Dec-25	05-Jan-26
A2540	Rain Days (1ea per Month)	8	06-Jan-26	15-Jan-26
A2600	Final Completion	0		16-Jan-26
Phases 1A & 1B - Erie and Alma School - Summer Break 2025		46	22-May-25	29-Jul-25
A1580	Summer Break Start	0	22-May-25*	
A1590	Summer Break End	0		16-Jul-25*
A2460	Phases 1A & 1B - Erie and Alma School - Complete	0		29-Jul-25
Erie Street (East of Alma School)		46	22-May-25	29-Jul-25
A1600	Install Mainline Waterline	25	22-May-25*	20-Jun-25
A1610	Install Services	7	20-Jun-25	30-Jun-25
A1620	Testing and Tie-In	10	30-Jun-25	15-Jul-25
A1630	Pave Back	5	16-Jul-25	22-Jul-25
A1640	Restoration	5	23-Jul-25	29-Jul-25
A1650	Area Complete	0		29-Jul-25
Alma School		40	22-May-25	21-Jul-25
A1660	Install Mainline Waterline	18	22-May-25*	12-Jun-25
A1670	Install Services	5	12-Jun-25	18-Jun-25
A1680	Testing and Tie-In	10	18-Jun-25	01-Jul-25
A1690	Pave Back	7	02-Jul-25	14-Jul-25
A1700	Restoration	5	15-Jul-25	21-Jul-25
A1710	Area Complete	0		21-Jul-25
Phase 2 - Sunset Manor		105	12-May-25	09-Oct-25
A2470	Phase 2 - Sunset Manor - Complete	0		29-Sep-25
Vine Street Cul-de-sac		53	12-May-25	28-Jul-25
A2080	Install Mainline Waterline	3	12-May-25*	14-May-25
A2090	Install Services	2	14-May-25	15-May-25
A2100	Testing and Tie-In	5	16-Jul-25	22-Jul-25
A2110	Pave Back	1	23-Jul-25	23-Jul-25
A2120	Restoration	3	24-Jul-25	28-Jul-25
A2130	Area Complete	0		28-Jul-25
Flint Street - Evergreen to Sunset		17	23-Jul-25	14-Aug-25
A1720	Install Mainline Waterline	6	23-Jul-25*	30-Jul-25
A1730	Install Services	3	30-Jul-25	01-Aug-25
A1740	Testing and Tie-In	5	01-Aug-25	07-Aug-25
A1750	Pave Back	2	08-Aug-25	11-Aug-25
A1760	Restoration	3	12-Aug-25	14-Aug-25
A1770	Area Complete	0		14-Aug-25
Detroit Street		18	31-Jul-25	25-Aug-25
A1780	Install Mainline Waterline	6	31-Jul-25*	07-Aug-25
A1790	Install Services	4	07-Aug-25	12-Aug-25
A1800	Testing and Tie-In	5	12-Aug-25	18-Aug-25
A1810	Pave Back	2	19-Aug-25	20-Aug-25
A1820	Restoration	3	21-Aug-25	25-Aug-25
A1830	Area Complete	0		25-Aug-25



Actual Work | Remaining Work | Critical Remaining Work | Milestone | Summary

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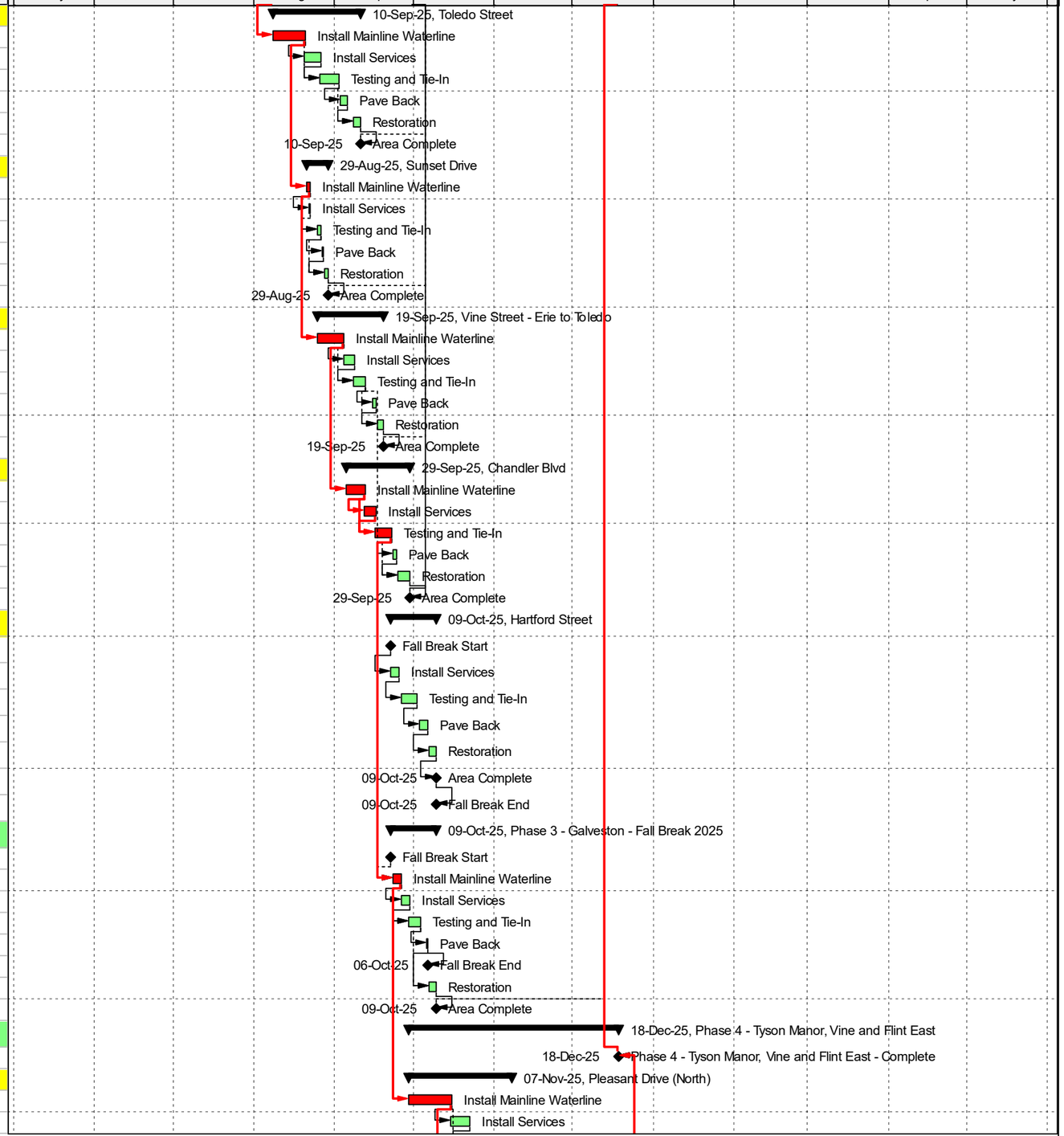
EXHIBIT D-1.E: PRELIMINARY PROJECT SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish
Toledo Street		23	08-Aug-25	10-Sep-25
A1840	Install Mainline Waterline	9	08-Aug-25*	20-Aug-25
A1850	Install Services	5	20-Aug-25	26-Aug-25
A1860	Testing and Tie-In	5	26-Aug-25	02-Sep-25
A1870	Pave Back	3	03-Sep-25	05-Sep-25
A1880	Restoration	3	08-Sep-25	10-Sep-25
A1890	Area Complete	0		10-Sep-25
Sunset Drive		7	21-Aug-25	29-Aug-25
A1900	Install Mainline Waterline	2	21-Aug-25*	22-Aug-25
A1910	Install Services	1	22-Aug-25	22-Aug-25
A1920	Testing and Tie-In	2	25-Aug-25	26-Aug-25
A1930	Pave Back	1	27-Aug-25	27-Aug-25
A1940	Restoration	2	28-Aug-25	29-Aug-25
A1950	Area Complete	0		29-Aug-25
Vine Street - Erie to Toledo		19	25-Aug-25	19-Sep-25
A1960	Install Mainline Waterline	8	25-Aug-25*	04-Sep-25
A1970	Install Services	3	04-Sep-25	08-Sep-25
A1980	Testing and Tie-In	5	08-Sep-25	12-Sep-25
A1990	Pave Back	2	15-Sep-25	16-Sep-25
A2000	Restoration	3	17-Sep-25	19-Sep-25
A2010	Area Complete	0		19-Sep-25
Chandler Blvd		17	05-Sep-25	29-Sep-25
A2020	Install Mainline Waterline	6	05-Sep-25*	12-Sep-25
A2030	Install Services	3	12-Sep-25	16-Sep-25
A2040	Testing and Tie-In	5	16-Sep-25	22-Sep-25
A2050	Pave Back	2	23-Sep-25	24-Sep-25
A2060	Restoration	3	25-Sep-25	29-Sep-25
A2070	Area Complete	0		29-Sep-25
Hartford Street		14	22-Sep-25	09-Oct-25
A2640	Fall Break Start	0	22-Sep-25*	
A2650	Install Services	4	22-Sep-25	25-Sep-25
A2660	Testing and Tie-In	5	26-Sep-25	02-Oct-25
A2670	Pave Back	2	03-Oct-25	06-Oct-25
A2680	Restoration	3	07-Oct-25	09-Oct-25
A2690	Area Complete	0		09-Oct-25
A2700	Fall Break End	0		09-Oct-25
Phase 3 - Galveston - Fall Break 2025		14	22-Sep-25	09-Oct-25
A1020	Fall Break Start	0	22-Sep-25*	
A1030	Install Mainline Waterline	4	23-Sep-25*	26-Sep-25
A1040	Install Services	2	26-Sep-25	29-Sep-25
A1050	Testing and Tie-In	5	29-Sep-25	03-Oct-25
A1060	Pave Back	1	06-Oct-25	06-Oct-25
A2620	Fall Break End	0		06-Oct-25
A1070	Restoration	3	07-Oct-25	09-Oct-25
A1090	Area Complete	0		09-Oct-25
Phase 4 - Tyson Manor, Vine and Flint East		54	29-Sep-25	18-Dec-25
A2450	Phase 4 - Tyson Manor, Vine and Flint East - Complete	0		18-Dec-25
Pleasant Drive (North)		30	29-Sep-25	07-Nov-25
A1100	Install Mainline Waterline	13	29-Sep-25*	15-Oct-25
A1110	Install Services	6	15-Oct-25	22-Oct-25



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

TASK filter: All Activities

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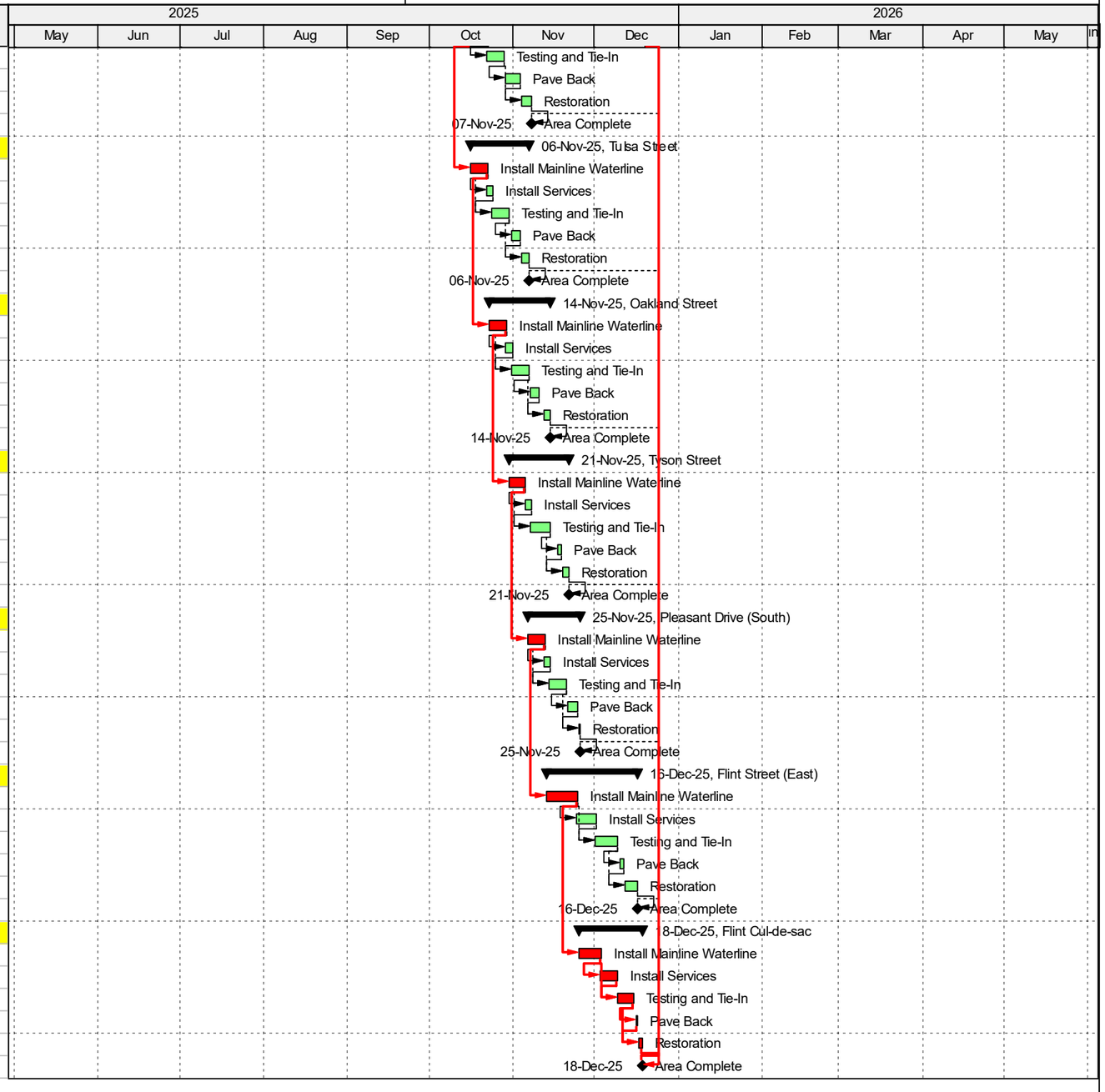
EXHIBIT D-1.E: PRELIMINARY PROJECT SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish
A1120	Testing and Tie-In	5	22-Oct-25	28-Oct-25
A1130	Pave Back	4	29-Oct-25	03-Nov-25
A1140	Restoration	4	04-Nov-25	07-Nov-25
A1200	Area Complete	0		07-Nov-25
Tulsa Street		16	16-Oct-25	06-Nov-25
A1150	Install Mainline Waterline	5	16-Oct-25*	22-Oct-25
A1160	Install Services	3	22-Oct-25	24-Oct-25
A1170	Testing and Tie-In	5	24-Oct-25	30-Oct-25
A1180	Pave Back	2	31-Oct-25	03-Nov-25
A1190	Restoration	3	04-Nov-25	06-Nov-25
A1260	Area Complete	0		06-Nov-25
Oakland Street		16	23-Oct-25	14-Nov-25
A1210	Install Mainline Waterline	5	23-Oct-25*	29-Oct-25
A1220	Install Services	3	29-Oct-25	31-Oct-25
A1230	Testing and Tie-In	5	31-Oct-25	06-Nov-25
A1240	Pave Back	2	07-Nov-25	10-Nov-25
A1250	Restoration	3	12-Nov-25	14-Nov-25
A1270	Area Complete	0		14-Nov-25
Tyson Street		16	30-Oct-25	21-Nov-25
A1280	Install Mainline Waterline	5	30-Oct-25*	05-Nov-25
A1290	Install Services	3	05-Nov-25	07-Nov-25
A1300	Testing and Tie-In	5	07-Nov-25	14-Nov-25
A1310	Pave Back	2	17-Nov-25	18-Nov-25
A1320	Restoration	3	19-Nov-25	21-Nov-25
A1330	Area Complete	0		21-Nov-25
Pleasant Drive (South)		13	06-Nov-25	25-Nov-25
A1340	Install Mainline Waterline	4	06-Nov-25*	12-Nov-25
A1350	Install Services	3	12-Nov-25	14-Nov-25
A1360	Testing and Tie-In	5	14-Nov-25	20-Nov-25
A1370	Pave Back	2	21-Nov-25	24-Nov-25
A1380	Restoration	1	25-Nov-25	25-Nov-25
A1390	Area Complete	0		25-Nov-25
Flint Street (East)		20	13-Nov-25	16-Dec-25
A1400	Install Mainline Waterline	8	13-Nov-25*	24-Nov-25
A1410	Install Services	4	24-Nov-25	01-Dec-25
A1420	Testing and Tie-In	5	01-Dec-25	09-Dec-25
A1430	Pave Back	2	10-Dec-25	11-Dec-25
A1440	Restoration	3	12-Dec-25	16-Dec-25
A1450	Area Complete	0		16-Dec-25
Flint Cul-de-sac		14	25-Nov-25	18-Dec-25
A1460	Install Mainline Waterline	5	25-Nov-25*	03-Dec-25
A1470	Install Services	3	03-Dec-25	09-Dec-25
A1480	Testing and Tie-In	5	09-Dec-25	15-Dec-25
A1490	Pave Back	1	16-Dec-25	16-Dec-25
A1500	Restoration	2	17-Dec-25	18-Dec-25
A1510	Area Complete	0		18-Dec-25



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

© Oracle Corporation

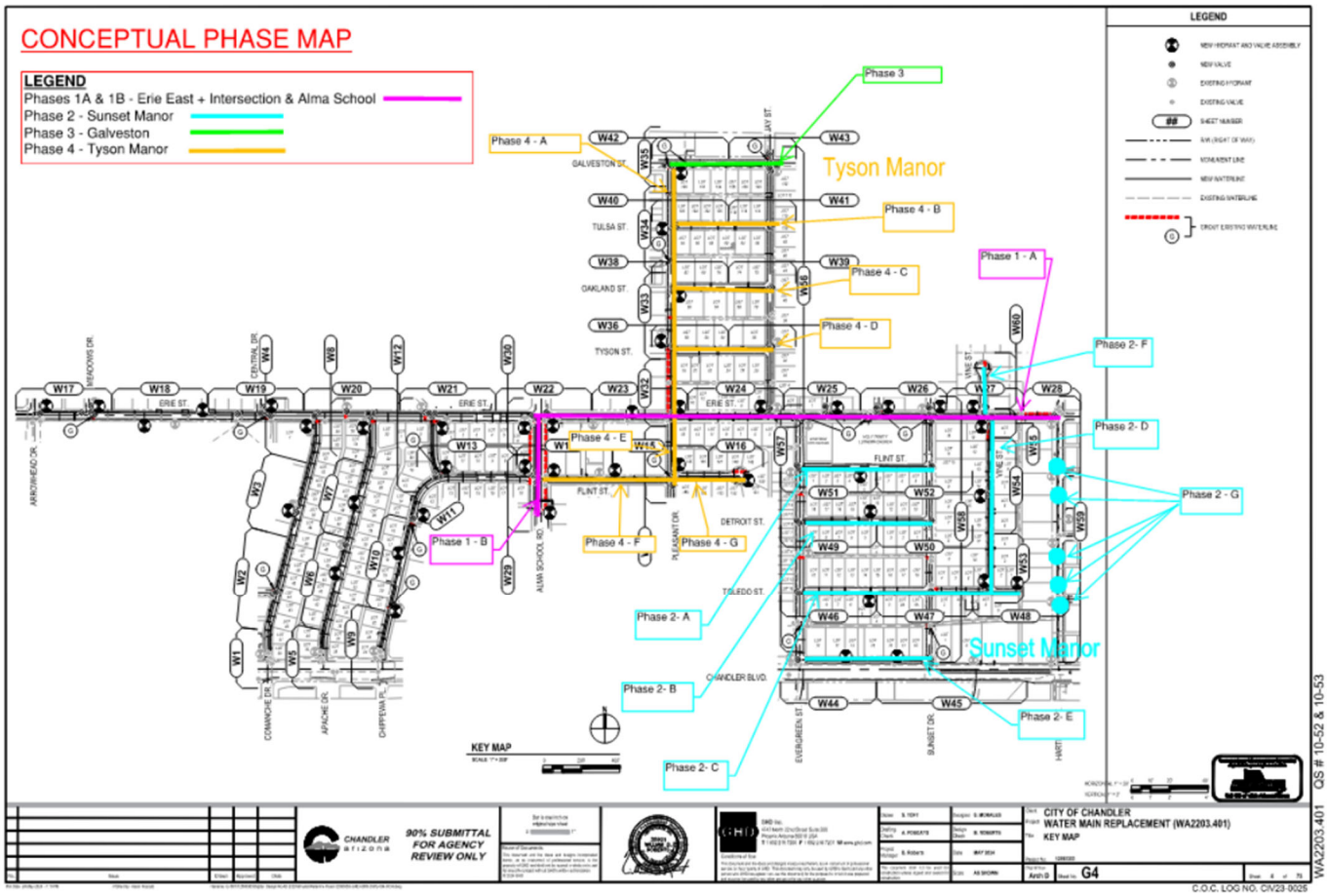
EXHIBIT D-1.F: CONSTRUCTION PHASING & TRAFFIC CONTROL PLANS

MARCH 3, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

PROJECT PHASING



Phase 1A & 1B (Erie Street East + Intersection and Alma School Road) Assumptions

- Achen-Gardner plans to use two mainline crews and three service crews working 9-hour shifts Monday through Sunday.
- The crews will begin Phase 1 concurrently, with two mainline crews starting at the intersection of Alma School Road and Erie Street and the remaining crew starting at Erie Street and Hartford Street.
- Achen-Gardner assumes, based on the traffic control meeting, that a directional closure will be acceptable since this phase will be completed during the school's summer break.

Phase 2A-2F (Sunset Manor) Assumptions

- Achen-Gardner plans to use one mainline crew and one service crew working 9-hour shifts Monday through Friday.
- Based on the traffic control meeting, Achen-Gardner assumes that a "Road Closed - Local Traffic Only" setup will be acceptable for all of Sunset Manor.

Phase 2G (Hartford Street) Assumptions

- Achen-Gardner plans to use one mainline crew and one service crew working 9-hour shifts Monday through Friday.
- To use a directional closure, this phase must be completed during the school's Fall break.

Phase 3 (Galveston Street) Assumptions

- Achen-Gardner plans to use one mainline crew and one service crew working 9-hour shifts Monday through Friday.
- To use a directional closure, this phase must be completed during the school's Fall 2025 break.

Phase 4 (Tyson Manor) Assumptions

- Achen-Gardner plans to use one mainline crew and one service crew working 9-hour shifts Monday through Friday.
- Based on the traffic control meeting, Achen-Gardner assumes that a "Road Closed - Local Traffic Only" setup will be acceptable for Tyson Manor.

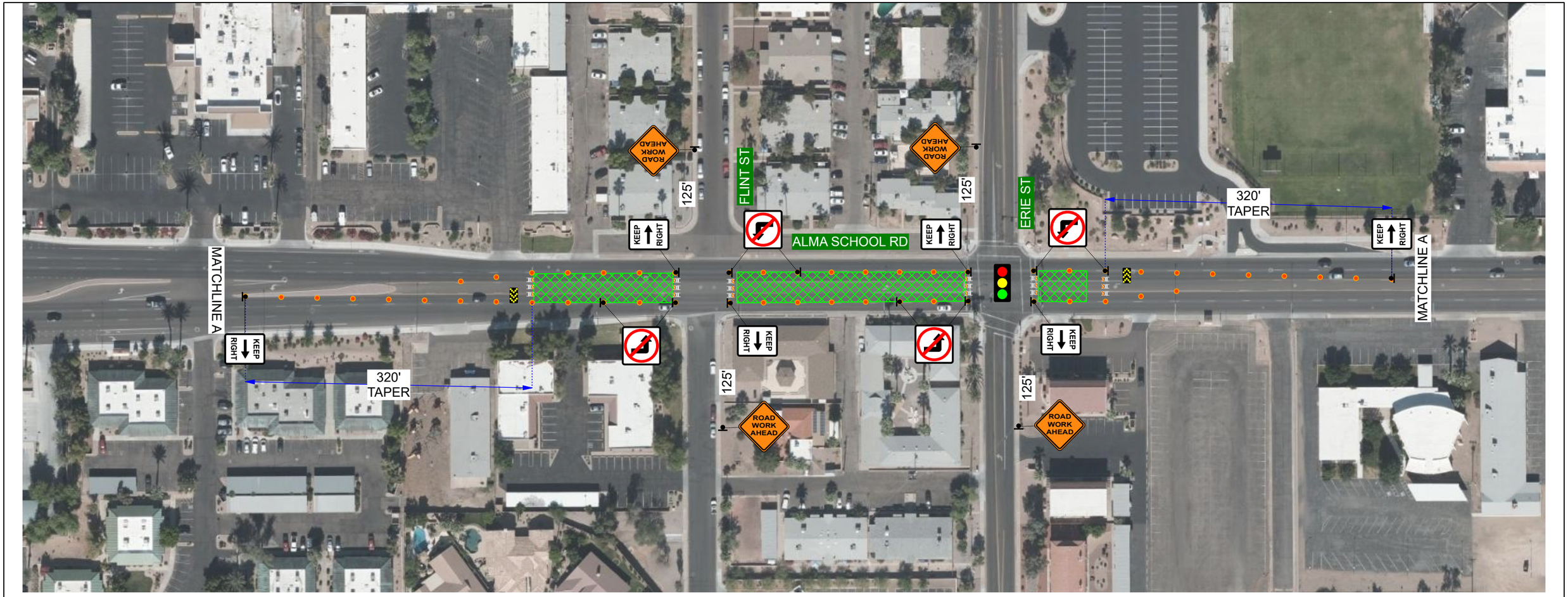
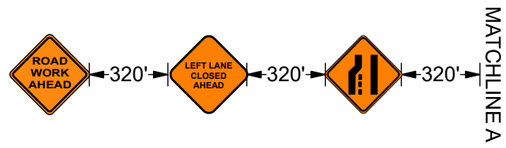


Exhibit D-1.F



AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Alma School Rd & Erie St Football
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

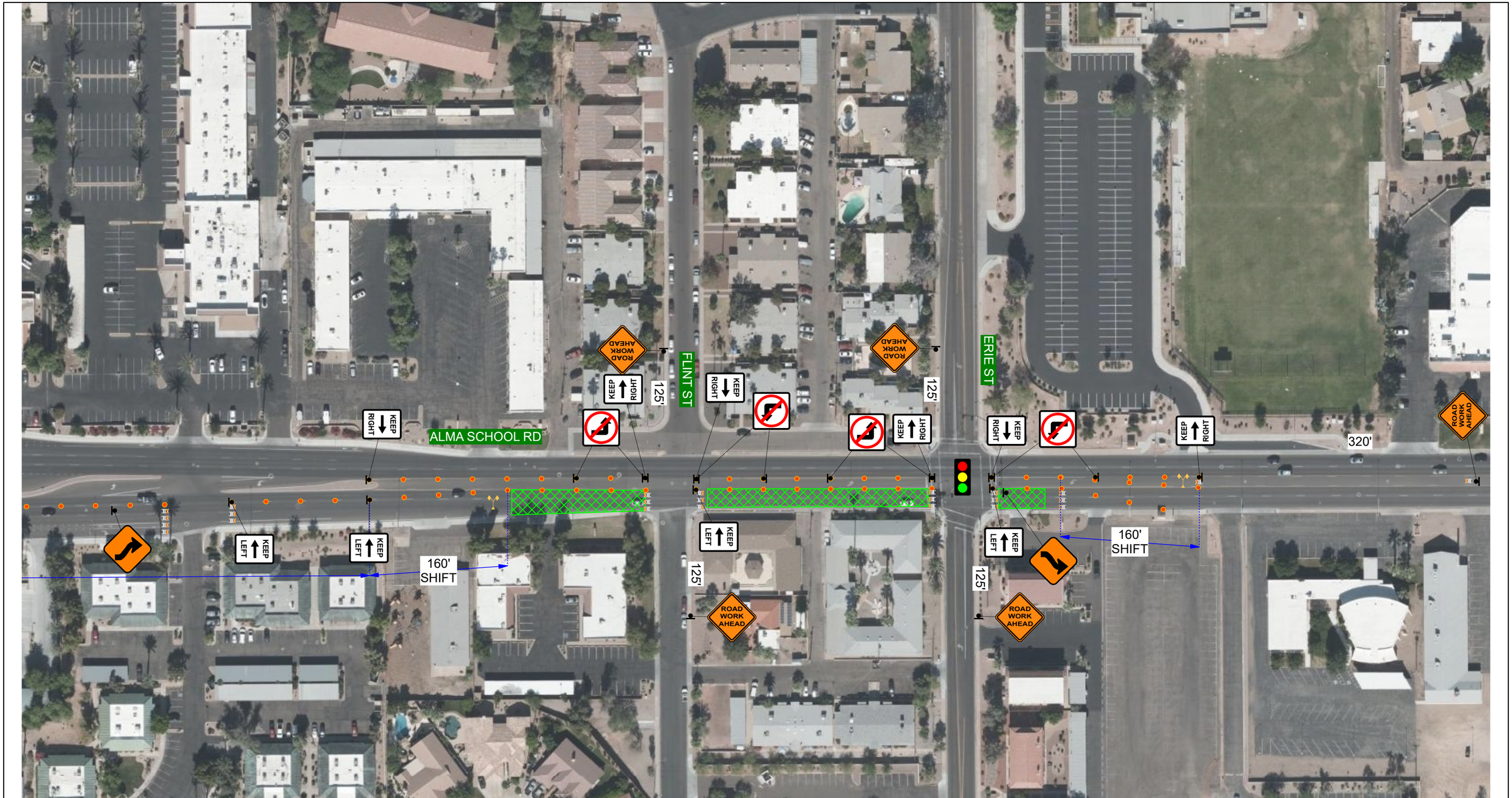
Page 1

Legend

- Arrowboard (Chevron)
- Sign Stand
- Type I Barricade
- Vertical Panels
- Work Area

SPEED LIMIT 40

N



Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Alma School Rd & Erie St NB Channel
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

Page 1

Exhibit D-1.F

Legend

- Arrowboard (Chevron)
- High Level
- Sign Stand
- Type I Barricade
- Vertical Panels
- Work Area

SPEED LIMIT 40

N

AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Alma School Rd & Erie St NB Channel
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

Page 1

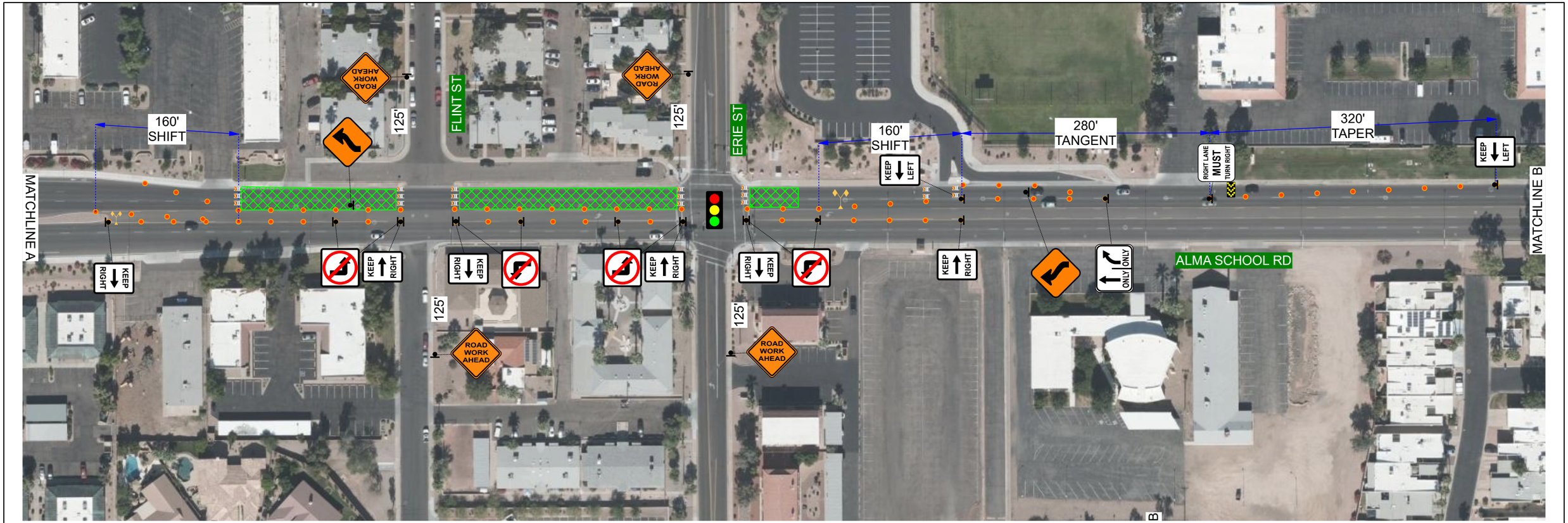
Exhibit D-1.F

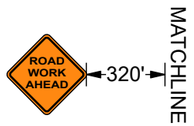
Legend

- Arrowboard (Chevron)
- High Level
- Sign Stand
- Type I Barricade
- Vertical Panels
- Work Area

SPEED LIMIT 40

N





AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Alma School Rd & Erie St SB Channel
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
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Page 1

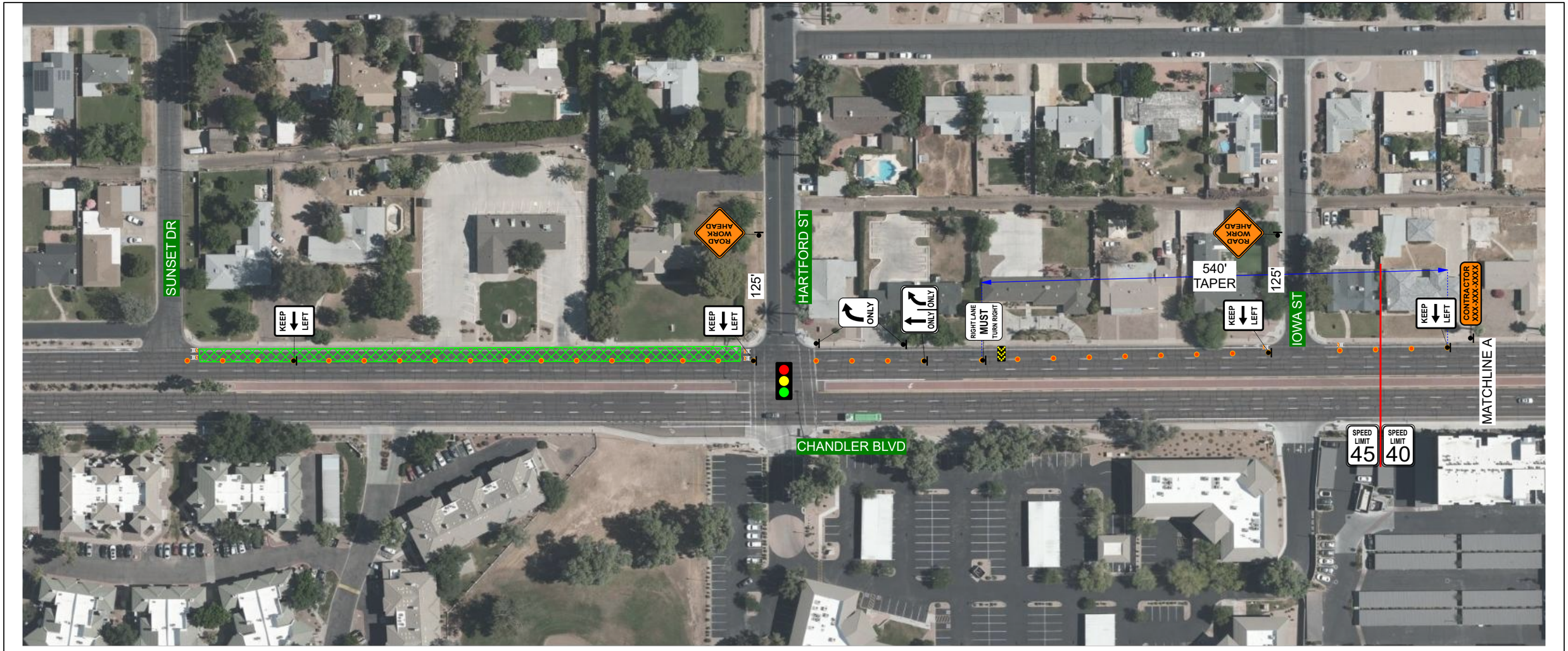
Exhibit D-1.F

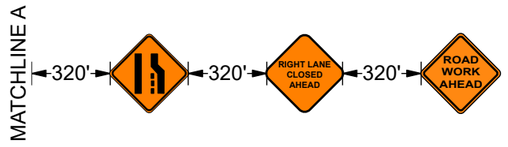
Legend

- Arrowboard (Chevron)
- High Level
- Sign Stand
- Type I Barricade
- Vertical Panels
- Work Area

SPEED LIMIT 40

N





AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Chandler Blvd, Hartford St to Sunset Dr WB Right Lane
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

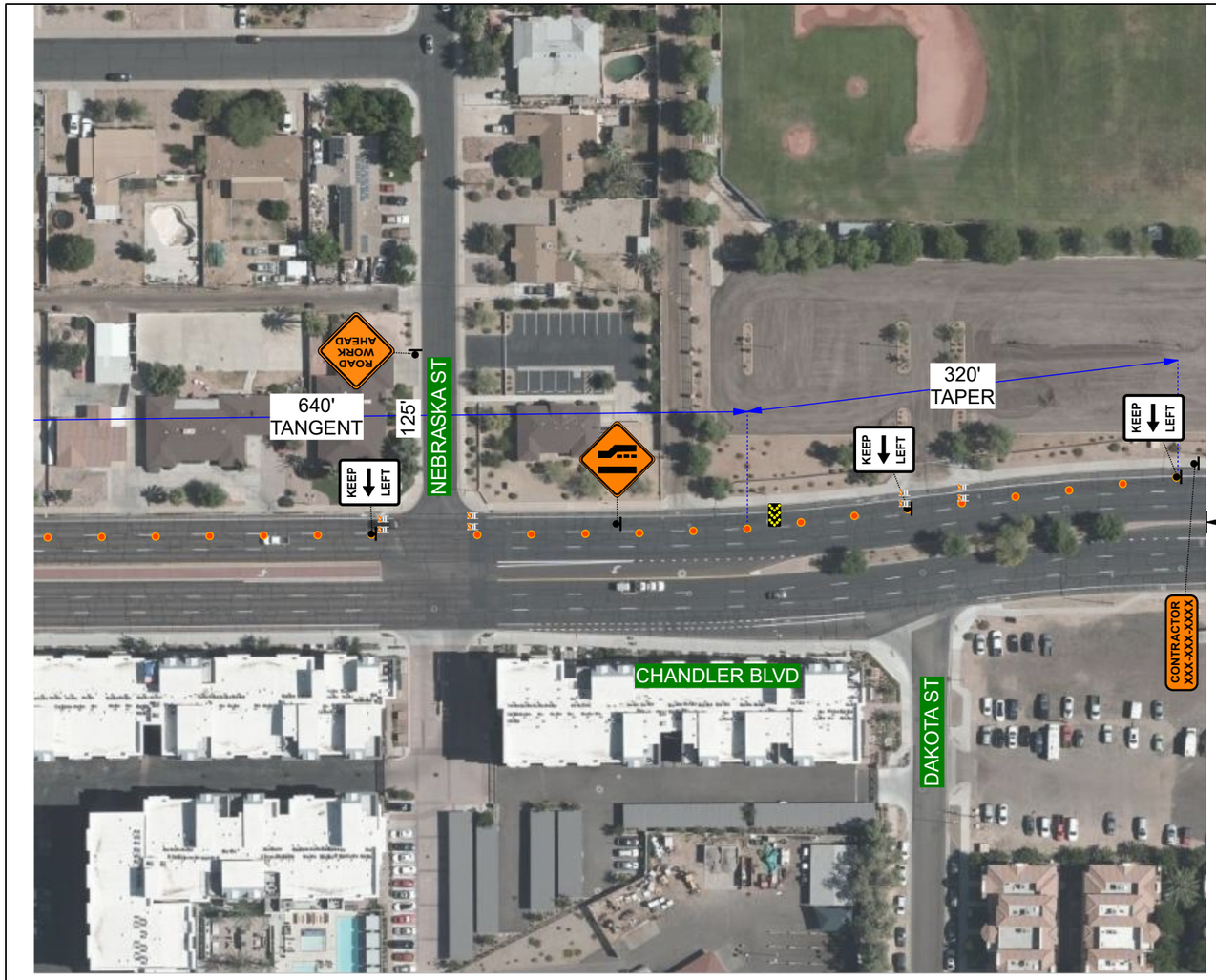
Exhibit D-1.F

Legend

- Arrowboard (Chevron)
- Sign Stand
- Type I Barricade
- Vertical Panels
- Work Area

SPEED LIMIT 45

N



Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Chandler Blvd, Hartford St to Sunset Dr WB Right Two Lanes
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

Exhibit D-1.F

Legend

- Arrowboard (Chevron)
- Sign Stand
- Type I Barricade
- Vertical Panels
- Work Area

SPEED LIMIT 40

N

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Chandler Blvd, Hartford St to Sunset Dr WB Right Two Lanes
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

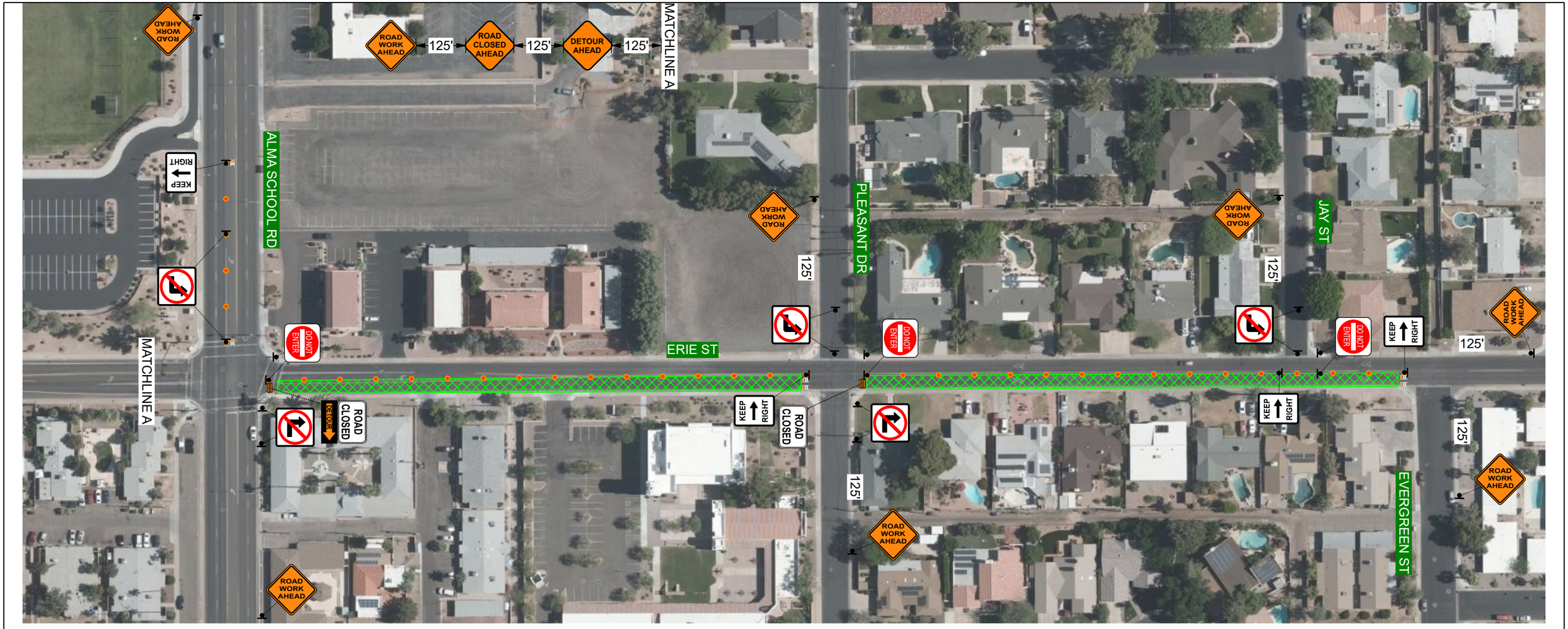
Exhibit D-1.F

Legend

- Arrowboard (Chevron)
- Sign Stand
- Type I Barricade
- Vertical Panels
- Work Area

SPEED LIMIT 45

N



AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Erie St, Evergreen St to Alma School Rd WB Directional
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

Exhibit D-1.F

Legend

- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area

SPEED LIMIT 45

N

AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Erie St, Evergreen St to Alma School Rd WB Directional
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

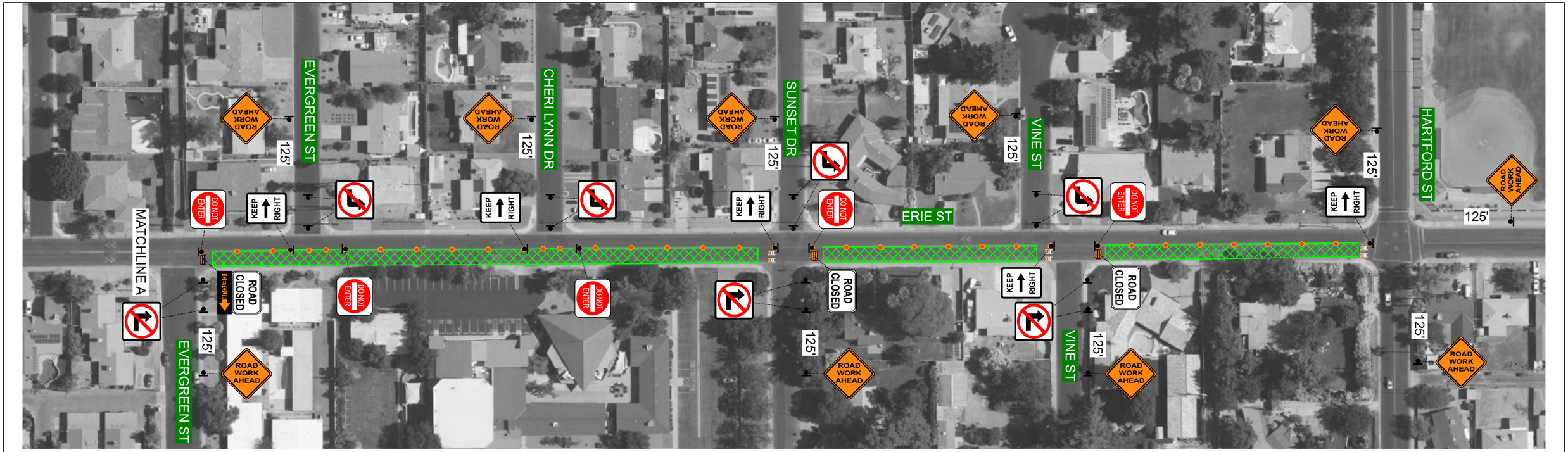
Exhibit D-1.F

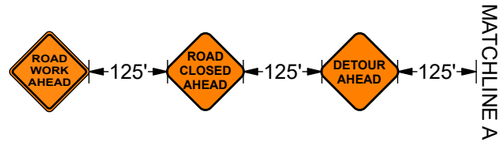
Legend

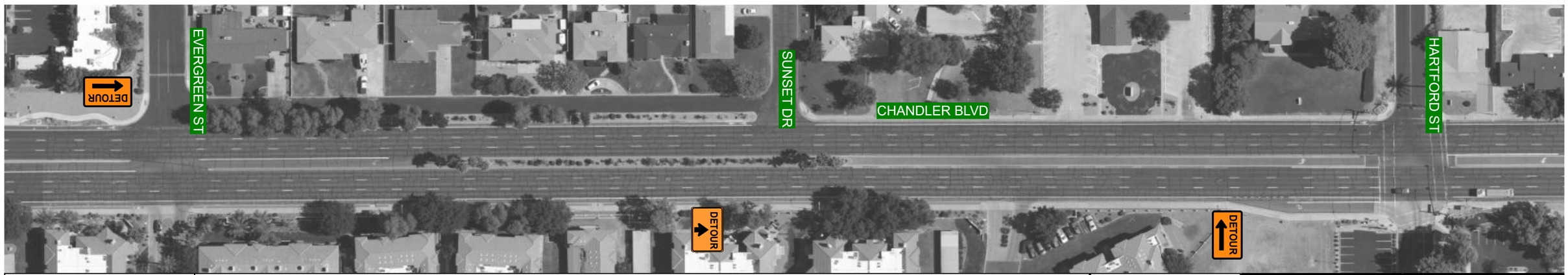
- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area

SPEED LIMIT 45

N







AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Erie St, Evergreen St to Hartford St EB Directional
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

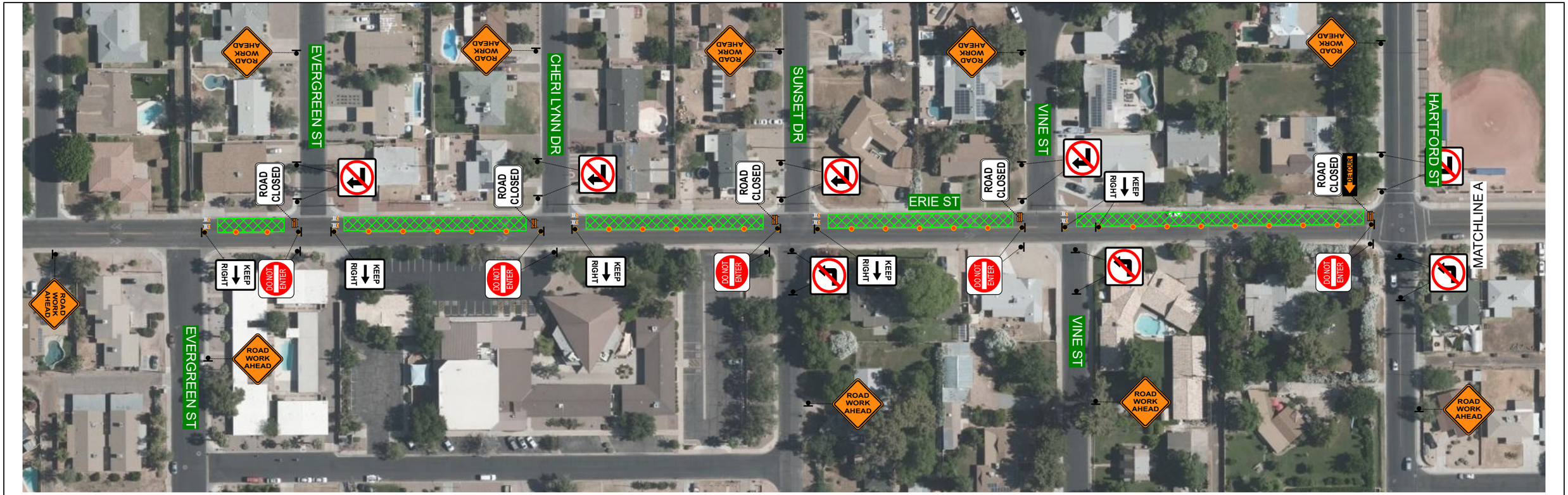
Exhibit D-1.F

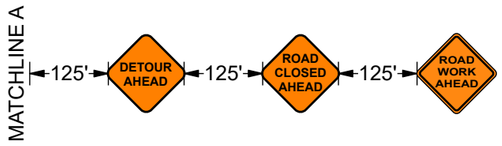
Legend

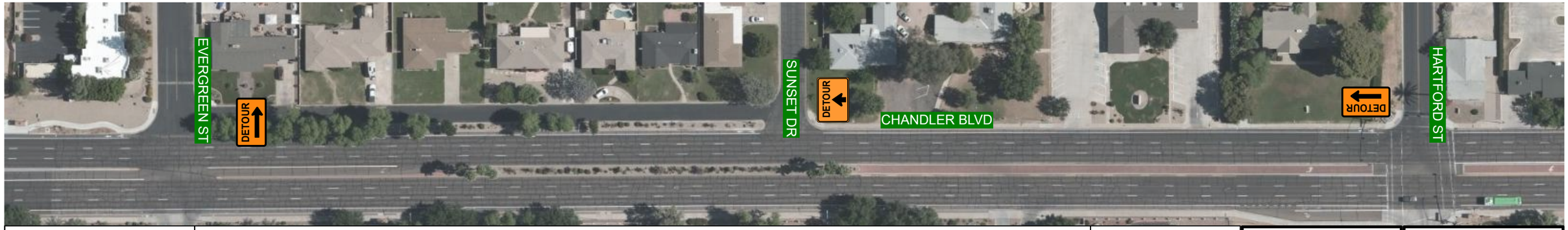
- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area

SPEED LIMIT 45

N







AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Erie St, Evergreen St to Hartford St WB Directional
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

Exhibit D-1.F

Legend

- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area

SPEED LIMIT 45

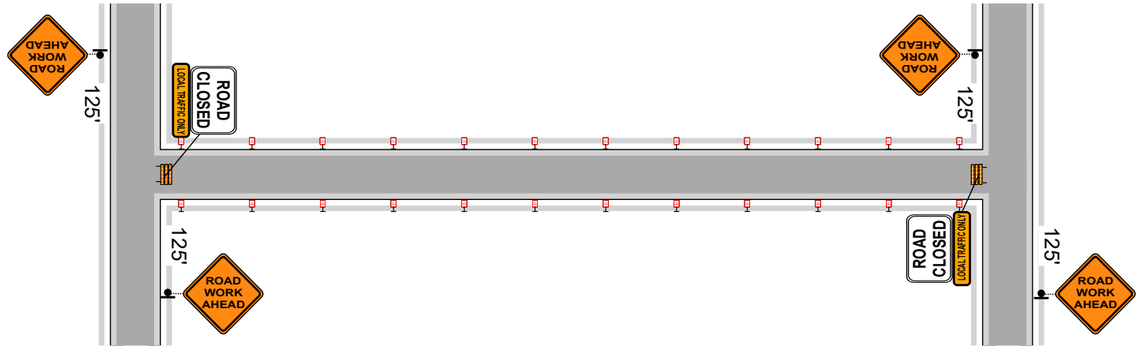
N

RESIDENTAL ACCESS TO BE
MAINTAINED AT ALL TIMES

TWO DIRECTIONAL TRAFFIC TO
BE MAINTAINED DURING WORK

TRENCH TO BE PLATED, FENCED IN, OR
BACK FILLED DURING NON WORKING HOURS

NO PARKING TO BE PLACED 24 HOURS PRIOR
TO START OF WORK



SET-UP TO BE USED ON THE FOLLOWING AREAS

FLINT ST, EVERGREEN ST SUNSET DR
DETROIT ST, EVERGREEN ST SUNSET DR
TOLEDO ST, EVERGREEN TO CUL-DE-SAC
VINE ST, TOLEDO ST TO ERIE ST
VINE ST, ERIE ST TO CUL-DE-SAC

AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Flint St, Detroit St, Toledo St Residental Closure
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

Exhibit D-1.F

Legend

- No Parking
- Sign Stand
- Type III

SPEED LIMIT 25

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Galveston St & Pleasant St EB Directional
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

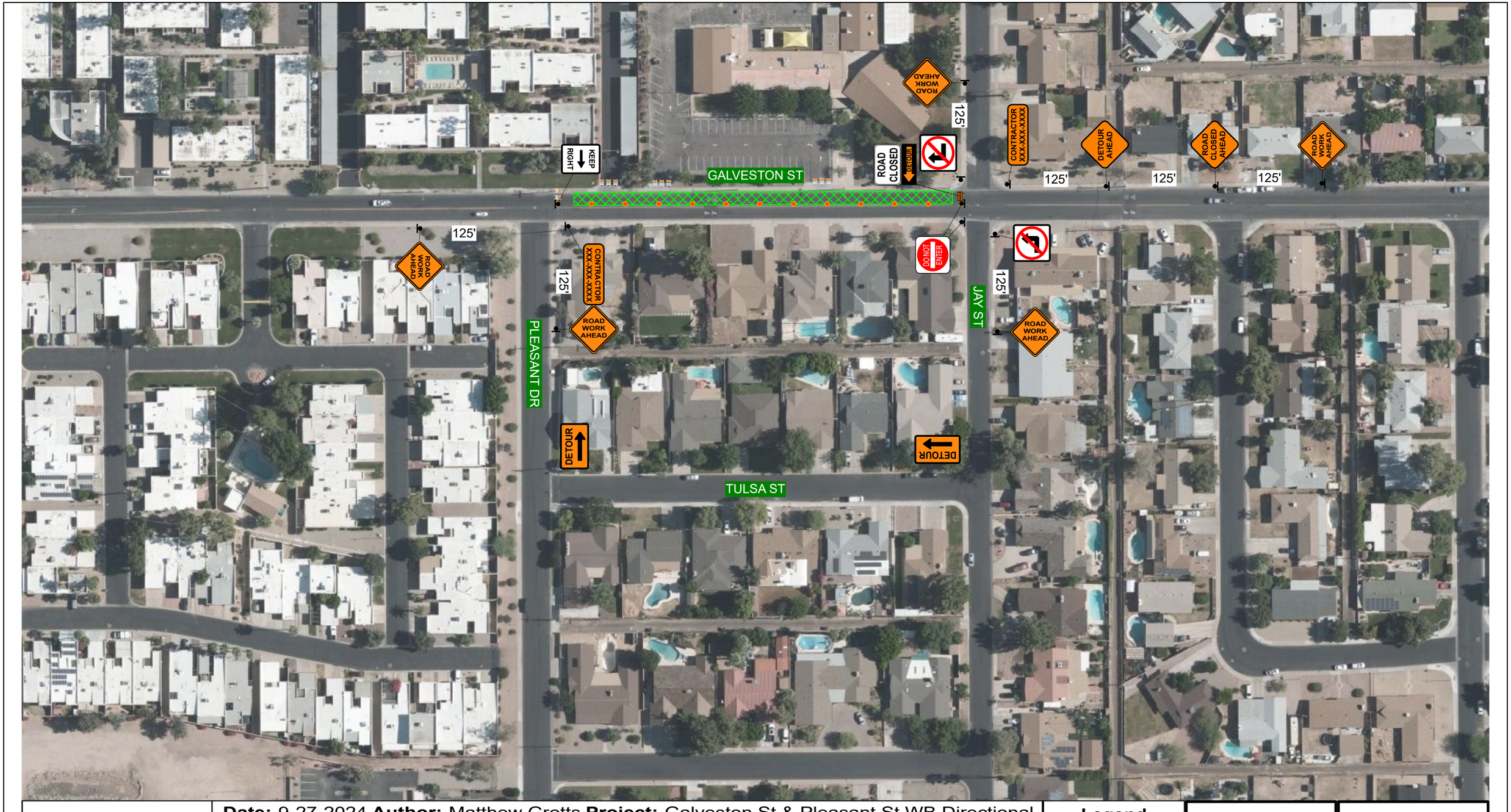
Exhibit D-1.F

Legend

- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area

SPEED LIMIT 25

N



Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Galveston St & Pleasant St WB Directional
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

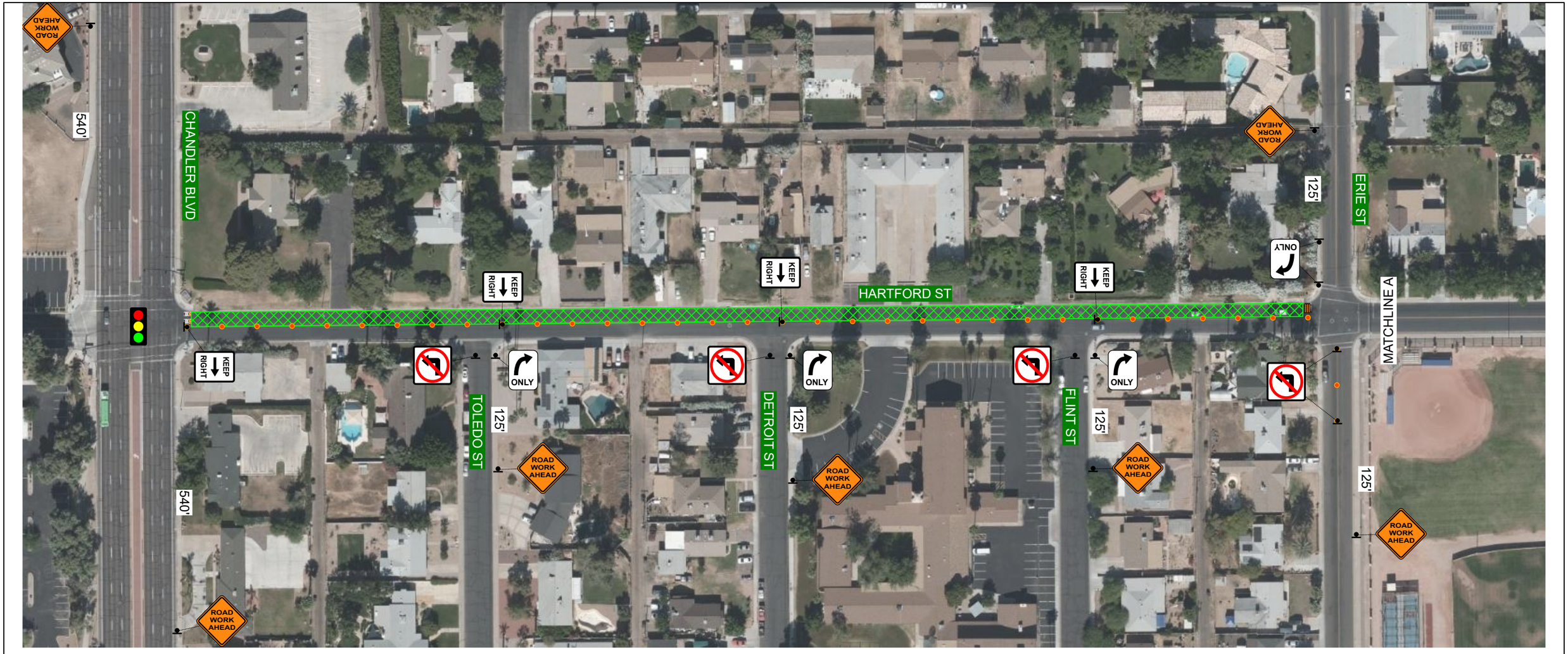
Exhibit D-1.F

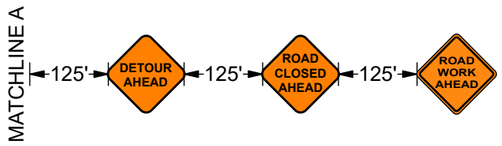
Legend

- Sign Stand
- Type I Barricade
- Type III
- Vertical Panels
- Work Area

SPEED LIMIT 25

N





AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Hartford St & Erie St SB Directional
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

Exhibit D-1.F

Legend

- Sign Stand
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- Work Area

SPEED LIMIT 25

N

RESIDENTAL ACCESS TO BE
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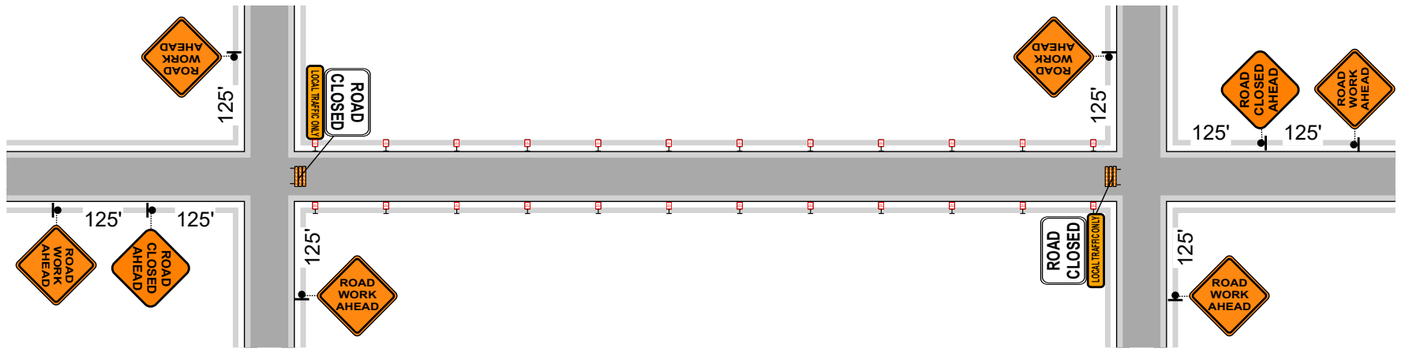


AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Pleasant, Galveston to Erie Residental Closure
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

Exhibit D-1.F

Legend

- No Parking
- Sign Stand
- Type III

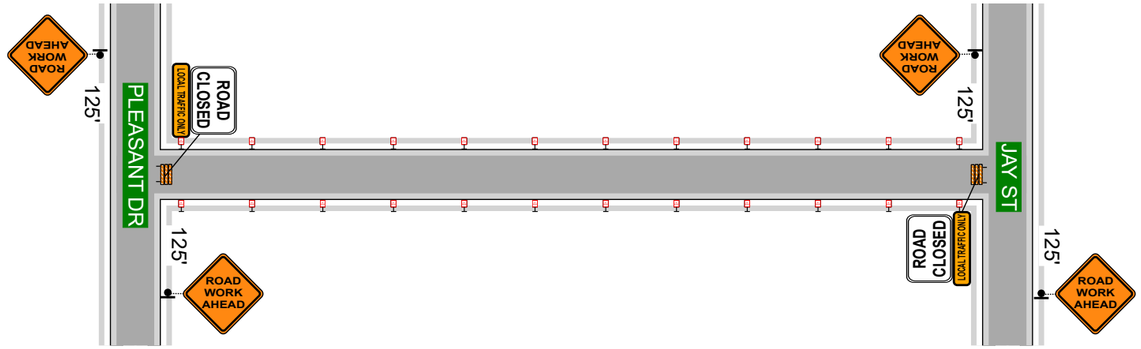
SPEED LIMIT 25

RESIDENTAL ACCESS TO BE
MAINTAINED AT ALL TIMES

TWO DIRECTIONAL TRAFFIC TO
BE MAINTAINED DURING WORK

TRENCH TO BE PLATED, FENCED IN, OR
BACK FILLED DURING NON WORKING HOURS

NO PARKING TO BE PLACED 24 HOURS PRIOR
TO START OF WORK



SET-UP TO BE USED ON TULSA ST, OAKLAND ST & TYSON ST.

AWP Safety

Date: 9-27-2024 **Author:** Matthew Grotts **Project:** Tulsa St, Oakland St, Tyson St Residental Closure
Contractor: Achen Gardner **Jurisdiction:** Chandler **Permit #:** -
Start Date: - **End Date:** - **Time:** -
Contact: Abi Goode **Contact Number:** 602-377-4593 **Contact Email:** agoode@achen.com
Job: WA2203.401 **P.O. #:** - **CSR:** John Hunt 602-714-4177

Comments:
Traffic Control Plan is not to scale

Exhibit D-1.F

Legend

- No Parking
- Sign Stand
- Type III

SPEED LIMIT 25

EXHIBIT D-1.G:
GMP 1 PLANS, SPECIFICATIONS, & DOCUMENTS
GMP 1 GENERAL CLARIFICATIONS
GMP 1 CONSTRUCTION CONTINGENCY RISK MATRIX
GMP 1 CASH FLOW PROJECTIONS
MARCH 3, 2025
CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1
COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

GENERAL NOTE: The included GMP 1 is based on the following documents and clarifications:

GMP 1 PLANS SPECIFICATIONS, & DOCUMENTS:

- City of Chandler, Arizona Water Main Replacement 2022 City Project No. WA2203.251 Pre-Construction Services Agreement (Construction Manager at Risk) Executed on October 23, 2024.
- City of Chandler Water Main Replacement Technical Specifications Project No. WA2203.401 dated December 2024 by GHD.
- Plan sheets 1-73 labeled City of Chandler, Arizona Water Main Replacement City Project No. WA2203.401 NOVEMBER 2024 Volume 1 of 2 Right-of-Way Improvements" 90% plans with Redlines. Covers signed and sealed by William D Roberts on 5-24-24.
- Plan sheets 1-134 labeled City of Chandler, Arizona Water Main Replacement City Project No. WA2203.401 November 2024 Volume 2 of 2 Private Plumbing Improvements 90% plans with Redlines. Covers signed and sealed by William D Roberts on 6-28-24.
- Exhibit G Subcontractor And Supplier Solicitation Documents And Quotes dated February 28, 2025 is included herein by reference.

GMP 1 GENERAL CLARIFICATIONS:

1) *Unit Price Contract Administration:* This GMP 1 will be administered as a Measured Quantity/Unit Price, Guaranteed Not-to-Exceed Contract. The Schedules of Values (Re: Exhibit D-1.D) is defined by the individual work/pay items, fee structure, and markups (re: Exhibit D-1.D, Items 8000 through 10450). The final contract price/payout will be based on field measurements, final completed quantities at the approved unit prices, approved allowance and/or contingency utilization, and approved change orders. It is understood that these city-approved prices, including mark-ups, are the "Cost of the Work." The markup structure on the Schedule of Values (Exhibit D-1.D) will apply to Change Orders and/or Extra Work, allowances, and contingencies. The mark-ups for MAG section 109.5 do not apply to this contract. Pay Item under-runs and/or unused items shall fall to Construction Contingency for the duration of the project. Quantity overruns shall be paid at the unit price established in the Schedule of Values for the pay item and shall be paid from Construction Contingency or Change Orders.

2) *Technical Specification Section 105.6 - Utility Relocations / Unknown Buried Conflicts*: This GMP 1 excludes all costs associated with removing, replacing and/or relocating any existing buried or overhead dry utilities and/or unknown buried conflicts. Should a dry utility or other unknown buried conflict, not properly detailed on the project plans and/or properly located (i.e., Blue Stake), be discovered during the construction phase, the project team shall determine the impact to the project. Any costs related to the impact(s), including schedule/duration, shall be funded through Construction Contingency or a change order.

3) *Video Recording Requirement (General Conditions Section 4.2.6) and Aerial Drone Construction Photography (General Conditions Section 4.2.7):* Achen-Gardner shall provide a pre-construction video/photographs and progress videos/photographs periodically. Aerial videos shall only be provided if FAA and local approval is provided to fly a drone camera. Drone videos, if allowed, shall be standard drone footage using Achen-Gardner's drone equipment and certified drone pilots.

EXHIBIT D-1.G: Construction Contingency Risk Matrix

ID #	Title	Risk Statement	Level of Risk	Percentage of Risk	Cost of Risk	Budgeted Construction Contingency Amount
1	ADA Compliance with Flatwork Restoration	Sidewalk and/or ramp removals and replacements are adjacent to existing. Existing sidewalk and/or ramps may not meet ADA standards.	High	50%	$ 219,049.10	$ 109,525.00
2	Pipe Quantity Overruns	Increases in pipe quantities, excluding scope changes, to meet design intent of plan alignment may cause quantity overruns.	Low	1%	$ 3,625,746.76	$ 36,134.00
3	Traffic Impacts and Traffic Control Planning	Effective traffic control will be essential to maintain safety and work area designations. Must be communicated through public outreach.	Low	18%	$ 206,475.77	$ 36,134.00
4	Flood Irrigation Sequencing and Coordination	Failure for SRP & Residents to adhere to coordinated irrigation schedules could cause delays and rework	Moderate	35%	$ 50,000.00	$ 17,500.00
5	ROW & Private Side - Unknown Conflicts	It is possible that property owners have made improvements that will not be visible until entry into backyards. This may cause extra work and alignment changes to meet design intent.	Low	23%	$ 100,867.35	$ 22,906.00
6	Sewer Service Replacement (Orangeburg or unsatisfactory material)	It is assumed that some of the properties will have orangeburg sewer services that may require replacement when encountered.	Very High	100%	$ 5,846.00	$ 5,846.00
7	Wall Restoration	Work will take place adjacent to and beneath existing walls. Due to the architectural nature of these existing features, repair limits may need to be extended from anticipated.	Moderate	25%	$ 10,000.00	$ 2,500.00
8	Unsuitable Soil Conditions and Hard Dig	Potential changes to material or profile could impact cost and schedule. Specific concern for granular/non-cohesive soils that impact trench operations and shoring. Additionally, unsuitable/saturated soils adjacent to flood irrigated areas may require mitigation.	Low	2.5%	$ 1,812,873.38	$ 45,322.00
9	Alley Surface Restoration	City Project No. ST2310-201 will rehabilitate the pavement in the alleys within the Tyson Manor and Sunset Manor neighborhoods	Low	5%	$ 1,263,236.24	$ 63,162.00
10	Additional Pavement Replacement Due to Poor Existing Condition	The existing pavement throughout the project (within the trench line) is in poor condition and may require extended limits of replacement.	Low	10%	$ 978,727.59	$ 97,871.00
11	Flood Irrigation Pipe Replacement	Work will take place adjacent to and crossing existing flood Irrigation lines. It is possible that these pipes are leaking and in unsatisfactoy condition in the work area and may require repair or replacement to prevent impacts to the work.	Moderate	35%	$ 50,000.00	$ 17,500.00
					RUNNING TOTAL #1 (LINES 1-11)	$ 454,400.00
					CM@RISK FEE (8.5% OF RUNNING TOTAL #1)(OH AND PROFIT)(EXHIBIT D-1.C.i/Line C)	$ 38,624.00
					RUNNING TOTAL #2 (RUNNING TOTAL #1 + CM@RISK FEE)	**$ 493,024.00**
					INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)(EXHIBIT D-1.C.i/Line D2)(1.95% OF RUNNING TOTAL #1)	$ 9,613.97
					BONDS (PAYMENT & PERFORMANCE)(0.80% OF RUNNING TOTAL #1)(EXHIBIT D-1.C.i/Line D1)	$ 3,944.19
					RUNNING TOTAL #3 (RUNNING TOTAL #1 + CM@RISK FEE)	**$ 506,582.16**
					SALES TAXES (5.07% or 7.8% of 65%) of Running Total No. 3 (EXHIBIT D-1.C.i/Line E1)	$ 25,683.72
					TOTAL (PAY ITEM 3000 - CONSTRUCTION CONTINGENCY)(RUNNING TOTAL #3 + SALES TAXES)	**$ 532,265.88**

EXHIBIT D-1.G: GMP 1 CASH FLOW PROJECTIONS

MARCH 3, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

GMP 1 FOR CITY OF CHANDLER - WATER MAIN REPLACEMENT 2022 3/3/2025

PROJECT NO.: WA2203.401

ACHEN-GARDNER CONSTRUCTION PROJECT NO. 4134100

ACHEN-GARDNER CONSTRUCTION, LLC
2195 W Chandler Boulevard, Suite 200
CHANDLER, AZ 85224

A	B	C	D	E	F	G
MONTH NO.	**INVOICE MONTH**	**YEAR**	**ESTIMATED INVOICE AMOUNT**	**RETENTION (%)**	**RETENTION AMOUNT**	**ESTIMATED AMOUNT DUE (EXCL. AMOUNT RETAINED)**
1	31-May	2025	$ 531,992.70	10%	$ 53,199.27	$ 478,793.43
2	30-Jun	2025	$ 2,179,989.70	10%	$ 217,998.97	$ 1,961,990.73
3	31-Jul	2025	$ 1,661,718.72	10%	$ 166,171.87	$ 1,495,546.85
4	31-Aug	2025	$ 1,246,289.04	10%	$ 124,628.90	$ 1,121,660.14
5	30-Sep	2025	$ 1,254,384.00	10%	$ 125,438.40	$ 1,128,945.60
6	31-Oct	2025	$ 1,749,699.93	5%	$ 87,485.00	$ 1,662,214.94
7	30-Nov	2025	$ 1,590,007.75	5%	$ 79,500.39	$ 1,510,507.36
8	31-Dec	2025	$ 2,179,989.70	5%	$ 108,999.49	$ 2,070,990.22
9	31-Jan	2026	$ 1,166,466.63	5%	$ 58,323.33	$ 1,108,143.30
10	28-Feb	2026		0%	$ (1,021,745.62)	$ 1,021,745.62
TOTAL			**$ 13,560,538.17**		**$ (0.00)**	**$ 13,560,538.17**

EXHIBIT D-1.C.ii, iii

RECOMMENDED SUBCONTRACTORS & SCHEDULE OF MANUFACTURERS AND SUPPLIERS

MARCH 3, 2025

CITY OF CHANDLER - WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

ACHEN-GARDNER PROJECT 4134100

See the following subcontractor and supplier award recommendations spreadsheet with quotes:

1) This Proposal is based on the recommended awarded subcontractor and supplier resource values and related proposals. Lead times stated on quotes/proposals apply and are planned for in our proposed schedule (Exhibit D-1.E). Costs and/or schedule impacts related to supply chain issues that may arise out of the vendor's or Achen-Gardner's control will be accommodated with the Construction Contingency or change order. Other vendor terms & conditions are between Achen-Gardner and the vendor(s) and are not a part of the Contract between the City and Achen-Gardner.

2)This summary reflects competitive bids with a specific scope/Schedule of Values provided to all subcontractors and suppliers at the time of solicitation. Actual quantities and extended totals reflected in the SOV may be different based on final quantity and cost adjustments due to finalizing construction plans for this GMP 1.

SCOPE OF WORK / MATERIAL	SUBCONTRACTOR / SUPPLIER (VENDOR) NAME	BID (B) NO BID (NB)	BID AMOUNT	SELECTION NOTES (Defined Below)
Aggregates (Sand and Rip Rap Only)	Affinity Material	B	$ 465,917.39	1
	Busing Corp	B	$ 491,956.83	
Asphalt Material	Vulcan	B	$ 245,977.86	1
	Fisher Sand & Gravel	B	$ 268,608.82	
Crack Seal	Southwest Slurry Seal, Inc.	B	$ 79,882.55	1
	Viasun Corporation	B	$ 123,454.85	
Disinfection Sub	Statewide Disinfection	B	$ 32,608.50	1
Dump Dirt	AGC Composite Price	B	$ 402,929.29	6
	Buesing Corporation	B	$ 309,482.87	1
	Canyon Country Contract	B	$ 497,852.42	
Pipe Package	Ferguson Waterworks	B	$ 1,999,600.22	1
	Fortiline Waterworks	B	$ 2,001,701.72	
	Winwater of Phoenix	B	$ 2,053,109.26	
Quality Control	Alpha Geotechnical	B	$ 201,599.00	1
	Ninyo & Moore	B	$ 220,724.00	
	Alta Arizona	B	$ 207,090.00	
Rebar Material	Tyler Reinforcing LLC	B	$ 16,900.73	1
	CMC Construction Services	NB	$ -	2
Redi-Mix	AGC Composite Price	B	$ 920,561.32	6
	Sunrock	B	$ 848,367.75	1
	Desert Redi-Mix	B	$ 895,428.43	
	Rock Solid Concrete	B	$ 870,522.73	
	American Materials Company	B	$ 946,230.85	
	Arizona Materials LLC	B	$ 961,000.85	
	Calportland	B	$ 1,005,593.15	
Sawcut	AGC Composite Price	B	$ 69,729.92	6
	Modern Concrete Cutting	B	$ 64,980.16	1
	Discount Saw Cut	B	$ 76,479.68	
Slurry Seal	Southwest Slurry Seal Inc	B	$ 226,104.70	1
	Viasun Corporation	B	$ 247,985.80	
Striping	Franklin Striping	B	$ 46,957.82	1
	Hulxe Construction Services	B	$ 49,786.20	
	Falcon Contracting	B	$ 49,096.33	
	Pavement Markings, Inc.	B	$ 61,797.06	
Survey	EPS Group	B	$ 171,171.45	1
	Rick Engineering	B	$ 177,200.13	
SWPPP	Terra Firma LLC	B	$ 58,285.00	1
	Offsite Sweeping	B	$ 58,860.00	
	R&D Storm Water	B	$ 61,760.00	
Traffic Control	AWP	B	$ 299,336.45	1
	Southwest	B	$ 598,672.90	
Trucking	GB Trucking	B	$ 1,325,338.98	1
	Arizona Heat	B	$ 1,453,549.50	
Underground Subcontractor (Private Services)	RKS Plumbing	B	$ 1,008,679.46	4

SELECTION NOTES

SELECTED VENDOR

1 Lowest, qualified bidder, ability to meet schedule / deliveries

2 Non Responsive (NB) - No Bid; Non-responsive

3 Quote includes non-agreeable terms.

4 Qualifications/Direct Selection based on subcontractor/supplier submitted in our SOQ, past performance on similar projects with Achen-Gardner.

5 Quote was missing portions that needed to be quoted.

6 Multiple Vendors will be utilized; the unit price is a composite of multiple quotes.

AGC Composite pricing is used when multiple vendors will be contracted on the project for the same material/scope of work. The following multiple vendors are being utilized for project Dirt Dumping/Trucking, Redi–mix, and Saw cutting. Based on current and recent experience, the lowest bidders are not able to service and meet the full scope/entire project schedule due to multiple crew, shift, and off-peak service needs. The following assumptions are used to determine the composite unit price:

- Dirt Dumping/Trucking project haul-off:
  - Buesing – 66%
  - Canyon – 34%
- Redi-Mix:
  - Rock Solid – 25% 0-sack slurry, 25% ½-sack slurry, 25% grout
  - Sunrock – 25% 0-sack slurry, 25% ½-sack slurry, 25% grout
  - American Materials – 50% 0-sack slurry, 50% ½-sack slurry, 50% grout, 100% MAG AA, A, B, and C concrete.
- Sawcutting:
  - Modern Concrete Cutting – 50%
  - Discount Sawcutting – 50%

EXHIBIT F

GIS / GPS DATA DELIVERY REQUIREMENTS
(IF APPLICABLE)

GIS / GPS Data Delivery Requirements

Contractor shall provide survey grade GPS / GIS data, meeting the following requirements for all facilities to be owned and/or operated by the City of Chandler.

a) ESRI File Geodatabase format:

All GPS point data, along with corresponding GIS Attribute data, must be submitted in ESRI File Geodatabase format. The City of Chandler will provide a copy of the File Geodatabase in ESRI ArcGIS format. Please submit your request through the Project Manager.

b) Data dictionary and Attribute data:

Attribute data should be provided for each of the GPS'd Utility Features listed in Section 'd' below. All Attribute data should conform to the ESRI File Geodatabase format, provided by the City. A copy of the data dictionary is also attached here for reference.

c) Coordinate System:

Horizontal Datum: Arizona State Plane Coordinates, Central Zone NAD83 (HARN)
Vertical Datum: NAVD88

d) Point Data for GPS:

1) Water System Features:
   - Water main location (top of pipe), size and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
   - Water fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Line Stop, Reducer, Saddle, Other.
   - Water valve location (center of valve box cover), size and type.
   - Fire hydrant location (top of hydrant), manufacturer and year.
   - Water service line location (at connection to main, any bends, and termination at meter box or meter vault or at the edge of easement or ROW), size and material.
   - Water blow-off and air release valve location (center of cover), size, type and manufacturer.
   - Water manhole or vault location (center of cover), size and type.

2) Waste Water System Features:
   - Sewer manhole and cleanout location (center of cover), size, material, and cover type.
   - Sewer gravity main location (invert of pipe), size, material and flow direction (from) at all manholes, cleanouts and structures.
   - Sewer service line location, size and material (at connection to main, and termination at cleanout, or stub out at edge of the easement or ROW).
   - Sewer force main location (top of pipe), size, and material (one (1) coordinate provided every 100 feet minimum) and at fittings.

- Sewer force main (and gravity) fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Linestop, Reducer, Saddle, Wye, Other
- Sewer force main valve location (center of valve box cover), size and type.
- Sewer force main air release valve location (center of cover), size, type and manufacturer.
- Sewer force main manhole or vault location (center of cover), size and material.
- Sewer structure (center of structure), type (diversion, junction box).

3) Reclaimed Water System Features:
   - Reclaimed main location (top of pipe), size, and material (one (1) coordinate provided every 100 feet minimum) and at fittings.
   - Reclaimed fitting location (top of feature), size, material and type including: Bend (22.5, 45, or 90), Tee, Tapping Sleeve, Cross, Coupling, End Cap, Linestop, Reducer, Saddle, Other.
   - Reclaimed valve location (center of valve box cover), size and type.
   - Reclaimed service line location (at connection to main, any bends, and termination at meter box or meter vault or at the edge of easement or ROW), size and material.
   - Reclaimed blow-off and air release valve location (center of cover), size, type and manufacturer.
   - Reclaimed manhole or vault location (center of cover), size and type.

4) Storm Water System Features:
   - Storm manhole and cleanout location (center of cover), size, material, and cover type.
   - Storm gravity main location (invert of pipe), size, material, and flow direction (from) at all manholes, cleanouts and structures.
   - Storm structure location (center of structure), type and category including: Drywell, Catch Basin, Scupper, Bubbler Box, and Collection Vault.

5) Streetlight Feature:
   - Streetlights

6) Standard GPS Metadata on all points collected: Date, Time, Horizontal Accuracy, Vertical Accuracy, Latitude, Longitude, Altitude, Surveyor, and Comments.

7) Electronic Data Submittal: Each submittal must consist of
   - ESRI – ArcGIS Geodatabase with cumulative data and attributes
   - Construction plans with collected utilities clearly redlined and changes marked

   The frequency of data submittals will be every two weeks after water, sewer, reclaim or storm assets go into the ground. Please email submittals to: GIS@chandleraz.gov

DATA DICTIONARY: WATER

WATER_BACKFLOW				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	GIS_BACKFLOW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	GIS_BACKFLOW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	25	GIS_BACKFLOW_SPATIALSOURCE
SIZE	SIZE	Double		
TYPE	TYPE	Text	25	GIS_BACKFLOW_TYPE
MANUFACTURER	MANUFACTURER	Text	25	GIS_BACKFLOW_MANUFACTURER
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	15	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

WATER_FITTING				
Field Name	**Alias Name**	**Data Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	20	WS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	20	WS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	20	WS_SPATIALSOURCE_STD
MATERIAL	MATERIAL	Text	20	WS_FITTING_MATERIAL
DIAMETER1	DIAMETER1	Text	8	RWS_FITTING_DIAMETER
DIAMETER2	DIAMETER2	Text	8	RWS_FITTING_DIAMETER
TYPE	TYPE	Text	30	WS_FITTING_TYPE
BEND	BEND	Text	20	WS_FITTING_BEND
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

WATER_HYDRANT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	Feature Owner	Text	25	WS_FEATUREOWNER
LIFECYCLESTATUS	Lifecycle Status	Text	25	WS_LIFECYCLESTATUS
SPATIALSOURCE	Spatial Source	Text	25	WS_SPATIALSOURCE_STD
BARRELDIAMETER	Barrel Diameter	Double		
LARGENOZZLEDIAMETER	Large Nozzle Diameter	Double		
SMALLNOZZLEDIAMETER	Small Nozzle Diameter	Double		
OUTLETCONFIGURATION	Outlet Configuration	Double		
SEATDIAMETER	Seat Diameter	Double		
MANUFACTURER	Manufacturer	Text	25	WS_HYD_MANUFACTURER
YEARMANUFACTURED	Manufacture Year	Text	25	
HASLOCK	Has Lock ?	Text	25	GIS_BOOLEAN_YES_NO
COLOR	Color	Text	25	WS_HYD_COLOR
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	25	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

WATER_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	20	WS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	20	WS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	20	WS_SPATIALSOURCE_STD
ACCESSDIAMETER	ACCESSDIAMETER	Text	8	
ACCESSTYPE	ACCESSTYPE	Text	20	
GROUNDTYPE	GROUNDTYPE	Text	20	WS_SYSVAL_GROUNDTYPE
COVERMATERIAL	COVERMATERIAL	Text	10	
COVERTYPE	COVERTYPE	Text	8	
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

WATER_METER				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	Feature Owner	Text	20	GBA_WMSL_FEATUREOWNER
LIFECYCLESTATUS	Lifecycle Status	Text	25	GBA_WMSL_LIFECYCLESTATUS
SPATIALSOURCE	Spatial Source	Text	25	GBA_STATIC_SPATIALSOURCE
DIAMETER	DIAMETER	Double		WS_METER_DIAM
MANUFACTURER	Manufacturer	Text	25	WS_METER_MANUFACTURER
METERTYPE	Meter Type	Text	25	WS_METER_TYPE
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	15	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

WATER_SYSTEM_VALVE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATURE OWNER	Text	20	WS_SYSVAL_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLE STATUS	Text	20	WS_SYSVAL_LIFECYCLESTATUS
SPATIALSOURCE	SPATIAL SOURCE	Text	20	WS_SYSVAL_SPATIALSOURCE
TYPE	TYPE	Text	25	WS_SYSVAL_TYPE
VALVETYPE	VALVE TYPE	Text	10	WS_SYSVAL_VALVETYPE
FUNCTION	FUNCTION	Text	25	WS_SYSVAL_FUNCTION
GROUNDTYPE	GROUNDTYPE	Text	25	WS_SYSVAL_GROUNDTYPE
DIAMETER	Diameter	Text	8	WS_SYSVAL_DIAM
GPS_DATE	GPS DATE	Date		
GPS_TIME	GPS TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS COMMENT	Text	30	

Water Domains:

Domain name	WS_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
FUTURE	FUTURE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN

Domain name	WS_SYSVAL_SPATIALSOURCE
APPROVED PLANS	APPROVED PLANS
ASBUILT	ASBUILT
DESIGN	DESIGN
GPS	GPS
HYDRMAINT	HYDRMAINT
ORTHOPHOTO	ORTHOPHOTO
TM7	TM7
UNKNOWN	UNKNOWN

Domain name	WS_HYD_MANUFACTURER
AMERICANDARLING	AMERICANDARLING
AVK	AVK
CLOW	CLOW
DRESSER	DRESSER
GREENBERG	GREENBERG
KENNEDY	KENNEDY
MUELLER	MUELLER
PACIFIC	PACIFIC
UNKNOWN	UNKNOWN
WATEROUS	WATEROUS

Domain name	WS_FEATUREOWNER
COC	Chandler
COG	Gilbert
COM	Mesa
COP	Phoenix
COT	Tempe
COUNTY	Maricopa County
GOULD	Gould
GRIC	GRIC
INTEL	Intel
MICROCHIP	Microchip
MOTOROLA	Motorola
PRIVATE	Private
SRP	SRP
SRVWUA	SRVWUA
UNKNOWN	UNKNOWN

Domain name	WS_SYSVAL_LIFECYCLESTATUS
FUTURE	FUTURE
UNKNOWN	UNKNOWN
INACTIVE	INACTIVE
ACTIVE	ACTIVE
REMOVED	REMOVED
ABANDONED	ABANDONED

Domain name	WS_FITTING_BEND
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL

Domain name	WS_SYSVAL_DIAM
2	2
3	3
4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48
54	54

Domain name	WS_HYD_COLOR
0	YELLOW
1	BLACK/YELLOW
2	RED
3	UNKNOWN

Domain name	WS_FITTING_TYPE
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING
CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
OTHER	OTHER
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE

Domain name	WS_SYSVAL_GROUNDTYPE
CONCRETE	CONCRETE
ASPHALT	ASPHALT
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN

Domain name	WS_SPATIALSOURCE_STD
ASBUILT	ASBUILT
DESIGN	DESIGN
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN

Domain name	WS_METER_DIAM
0.63	.63
0.75	.75
1	1
1.5	1.5
2	2
2.5	2.5
3	3
4	4
6	6
8	8
10	10

Domain name	WS_METER_MANUFACTURER
BADGER METERS	BADTER METERS
NEPTUNE METERS	NEPTUNE METERS
PRECISION METERS	PRECISION METERS
BADGER-NEPTUNE	BADGER-NEPTUNE
SENSUS	SENSUS

Domain name	WS_METER_TYPE
BYPASS	BYPASS
COMBO	COMBO
CMPND	CMPND
DISC	DISC
MAG	MAG
FDTEC	FDTEC
MLTJET	MLTJET
TURBIN	TURBIN
Ultrasonic	Ultrasonic

S

Domain name	WS_SYSVAL_FEATUREOWNER
COC	COC
PRIVATE	PRIVATE
COM	COM
MOTOROLA	MOTOROLA
INTEL	INTEL
UNKNOWN	UNKNOWN
TOG	TOG

Domain name	WS_FITTING_MATERIAL
DI	DI
PVC	PVC
BRASS	BRASS
STL	STL
COPPER	COPPER
AC	AC
CC	CC
CI	CI

Domain name	WS_SYSVAL_TYPE
STANDARD	STANDARD
BLOWOFF	BLOWOFF
ARV	ARV
AIR VACUUM	AIR VACUUM
PERMASEAL	PERMASEAL

Domain name	GBA_WMSI_LIFECYCLESTATUS
Operational	Operational
Empty	Empty
Out of Service	Out of Service
Abandoned	Abandoned

Domain name	WS_SYSVAL_FUNCTION
INLINE	INLINE
HYDRANT	HYDRANT
STUBOUT	STUBOUT
UNKNOWN	UNKNOWN
SERVICE	SERVICE
BYPASS	BYPASS
WPF	WPF
FDC	FDC
VAULT	VAULT
BACKFLOW	BACKFLOW
PUMPOUT	PUMPOUT
PUMPSTATION	PUMPSTATION
FIRELINE	FIRELINE
ARV	ARV
ZONE_SPLIT_VALVES	ZONE_SPLIT_VALVES

Domain name	GIS_BACKFLOW_FEATUREOWNER
COC	COC
PRIVATE	PRIVATE
CONTRACTOR	CONTRACTOR
INTEL	INTEL
OCA	OCA
OMG	OMG
TOG	TOG
UNKNOWN	UNKNOWN

Domain name	WS_SYSVAL_VALVETYPE
GATE	GATE
BUTTERFLY	BUTTERFLY
BALL	BALL
PLUG	PLUG
PIV	PIV
UNKNOWN	UNKNOWN
INSERTA	INSERTA

Domain name	GIS_BACKFLOW_MANUFACTURER
FEBCO	FEBCO
WATTS	WATTS
WILKINS	WILKINS
AMES	AMES
CONBRACO	SERVICE
HERSEY	HERSEY
RAIN BIRD	RAIN BIRD
APOLLO VALVES	APOLLO VALVES
METRON	METRON
OTHER	OTHER

Domain name	GIS_BACKFLOW_TYPE
Air Gap	Air Gap
Unknown	Unknown
Double Check Detector	Double Check Detector
Pressure Vacuum Breaker	Pressure Vacuum Breaker
Double Check	Double Check
Reduced Pressure Detector	Reduced Pressure Detector
Atmoshpheric Vacuum Breaker	Atmoshpheric Vacuum Breaker

DATA DICTIONARY: SEWER

SEWER CLEANOUT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	20	WW_SPATIALSOURCE
RIM_ELEV	RIM_ELEV	Double		
INV_ELEV	INV_ELEV	Double		
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

SEWER CONTROL VALVE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	20	WW_SPATIALSOURCE
TYPE	TYPE	Text	25	WW_CONTROL_VALVE_TYPE
DIAMETER	DIAMETER	Text	8	
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

SEWER_FITTING				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	20	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	20	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	20	WW_SPATIALSOURCE
MATERIAL	MATERIAL	Text	20	WW_FITTING_MATERIAL
TYPE	TYPE	Text	30	WW_FITTING_TYPE
BEND	BEND	Text	20	WW_FITTING_BEND
SIZE	SIZE	Text	20	
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

SEWER_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	WW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	WW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	20	WW_SPATIALSOURCE
TYPE	TYPE	Text	20	WW_MH_TYPE
COVER_MATERIAL	COVER_MATERIAL	Text	25	WW_MH_COVER_MATERIAL
COVER_HOLE	COVER_HOLE	Text	25	WW_MH_COVER_HOLE
COVER_SIZE	COVER_SIZE	Text	20	WW_MH_COVER_SIZE
RIM_ELEV	RIM_ELEV	Double		
INV_ELEV	INV_ELEV	Double		
LINING	LINING	Text	255	WW_MH_LINER
WALL_MATERIAL	WALL_MATERIAL	Text	255	WW_MH_WALL_MATERIAL
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

Sewer Domains:

Domain name	WW_FEATUREOWNER
COC	COC
PRIVATE	PRIVATE
TOG	TOG
UNKNOWN	UNKNOWN

Domain name	WW_SPATIALSOURCE
GPS	GPS
ASBUILT	ASBUILT
UNKNOWN	UNKNOWN

Domain name	WW_MH_COVER_HOLE
UNKNOWN	UNKNOWN
SEALED	SEALED

Domain name	WW_MH_LINER
CAST-IN-PLACE	CAST-IN-PLACE
CEMENTITIOUS	CEMENTITIOUS
COMPOSITE	COMPOSITE
CURED-IN-PLACE	CURED-IN-PLACE
EPOXY	EPOXY
FR PLASTIC INSERT	FR PLASTIC INSERT
FR POLYMER INSERT	FR POLYMER INSERT
INSERT	INSERT
UNKNOWN	UNKNOWN

Domain name	WW_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
PULLED	PULLED
UNKNOWN	UNKNOWN

Domain name	WW_MH_COVER_MATERIAL
ALUMINUM	ALUMINUM
CASTIRON	CASTIRON
HDPE COMPOSITE - CAP	HDPE COMPOSITE - CAP
HDPE COMPOSITE - EJ	HDPE COMPOSITE - EJ
HDPE COMPOSITE - HD20	HDPE COMPOSITE - HD20
STEEL	STEEL
UNKNOWN	UNKNOWN

Domain name	WW_MH_COVER_SIZE
0	Unknown
4	4
6	6
8	8
22	22
24	24
26	26
28	28
30	30
32	32
38	38
48	48
60	60

Domain name	WW_MH_WALL_MATERIAL
NONE	NONE
COMPOSITE	COMPOSITE
UNKNOWN	UNKNOWN
CONCRETE	CONCRETE
POURED	POURED
TLOCK	TLOCK
PRECAST	PRECAST
BRICK	BRICK

Domain name	WW_FITTING_MATERIAL
PVC	PVC
DIP	DIP
HDPE	HDPE
RCP	RCP
ACP	ACP
ABS	ABS
RUBBER	RUBBER
CONCRETE	CONCRETE
CLAY	CLAY
STEEL ENCASED VCP	STEEL ENCASED VCP
TLOCK LINE	TLOCK LINE
LINED RCP	LINED RCP
PVC LINED RCP	PVC LINED RCP
PVC LINED DIP	PVC LINED RCP

Domain name	WW_FITTING_BEND
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL
NONE	NONE

Domain name	WW_MH_TYPE
0	UNKNOWN
1	SANITARY SEWER
2	ARV

Domain name	WW_FITTING_TYPE
TEE	TEE
WYE	WYE
90 BEND	90 BEND
45 BEND	45 BEND
22 BEND	22 BEND
11 BEND	11 BEND
ENCAP	ENCAP
PLUG	PLUG
REDUCER	REDUCER
ARV	ARV
FLOW METER	FLOW METER
NO FLOW POINT	NO FLOW POINT
OWNERSHIP CHANGE	OWNERSHIP CHANGE
OTHER	OTHER
UNKNOWN	UNKNOWN
COUPLING	COUPLING

Domain name	WW_CONTROL_VALVE_TYPE
AIRRELEASE	AIRRELEASE
AIRVACUUMRELEASE	AIRVACUUMRELEASE
PRESSURERELIEF	PRESSURERELIEF
VACUUMRELEASE	VACUUMRELEASE
UNKNOWN	UNKNOWN
N/A	N/A

DATA DICTIONARY: RECLAIM

RECLAIM_WATER_BACKFLOW				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	GIS_BACKFLOW_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	GIS_BACKFLOW_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	25	GIS_BACKFLOW_SPATIALSOURCE
SIZE	SIZE	Double		
TYPE	TYPE	Text	25	GIS_BACKFLOW_TYPE
MANUFACTURER	MANUFACTURER	Text	25	GIS_BACKFLOW_MANUFACTURER
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	15	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

RECLAIM_WATER_FITTING				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	20	RWS_SPATIALSOURCE
MATERIAL	MATERIAL	Text	20	RWS_MAIN_OR_SERVICE_MATERIAL
DIAMETER1	DIAMETER1	Text	8	RWS_FITTING_DIAMETER
DIAMETER2	DIAMETER2	Text	8	RWS_FITTING_DIAMETER
TYPE	TYPE	Text	30	RWS_FITTING_TYPE
BEND	BEND	Text	20	RWS_FITTING_BEND
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double	8	
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double	8	
GPS_COMMENT	GPS_COMMENT	Text	30	

RECLAIM_WATER_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	20	RWS_SPATIALSOURCE
ACCESSDIAMETER	ACCESSDIAMETER	Text	8	
ACCESSTYPE	ACCESSTYPE	Text	20	
GROUNDTYPE	GROUNDTYPE	Text	20	RWS_GROUNDTYPE
COVERMATERIAL	COVERMATERIAL	Text	10	RWS_COVER_MATERIAL
COVERTYPE	COVERTYPE	Text	8	RWS_COVER_TYPE
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

RECLAIM_WATER_METER				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	Feature Owner	Text	20	GBA_WMSL_FEATUREOWNER
LIFECYCLESTATUS	Lifecycle Status	Text	25	GBA_WMSL_LIFECYCLESTATUS
SPATIALSOURCE	Spatial Source	Text	25	GBA_STATIC_SPATIALSOURCE
DIAMETER	DIAMETER	Double		RWS_METER_DIAM
MANUFACTURER	Manufacturer	Text	25	RWS_METER_MANUFACTURER
METERTYPE	Meter Type	Text	25	RWS_METERTYPE
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	15	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	30	

RECLAIM WATER SYSTEM VALVE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATURE OWNER	Text	20	RWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLE STATUS	Text	20	RWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIAL SOURCE	Text	20	RWS_SPATIALSOURCE
TYPE	TYPE	Text	25	RWS_SYSVAL_TYPE
VALVETYPE	VALVE TYPE	Text	10	RWS_SYSVAL_VALVETYPE
FUNCTION	FUNCTION	Text	25	RWS_SYSVAL_FUNCTION
GROUNDTYPE	GROUNDTYPE	Text	25	RWS_SYSVAL_GROUNDTYPE
DIAMETER	DIAMETER	Double		RWS_SYSVAL_DIAM
GPS_DATE	GPS DATE	Date	8	
GPS_TIME	GPS TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS COMMENT	Text	30	

Reclaim Water Domains:

Domain name	RWS_SYSVAL_VALVETYPE
BALL	BALL
BUTTERFLY	BUTTERFLY
GATE	GATE
INSERTA	INSERTA
PIV	PIV
PLUG	PLUG
UNKNOWN	UNKNOWN

Domain name	RWS_SYSVAL_FUNCTION
ARV	ARV
INLINE	INLINE
PUMPOUT	PUMPOUT
PUMPSTATION	PUMPSTATION
SERVICE	SERVICE
STUBOUT	STUBOUT
UNKNOWN	UNKNOWN
VAULT	VAULT

Domain name	RWS_SYSVAL_TYPE
ARV	ARV
AIR VACUUM	AIR VACUUM
BLOWOFF	BLOWOFF
PERMASEAL	PERMASEAL
STANDARD	STANDARD

Domain name	RWS_FITTING_BEND
HORIZONTAL	HORIZONTAL
VERTICAL	VERTICAL

Domain name	RWS_MAIN_OR_SERVICE_MATERIAL
AC	AC
CC	CC
CI	CI
CU	COPPER
DI	DI
PVC	PVC
UNKNOWN	UNKNOWN
AC	AC
CC	CC

Domain name	RWS_FITTING_TYPE
11B	11B
22B	22B
45B	45B
90B	90B
COUPLING	COUPLING
CROSS	CROSS
ENDCAP	ENDCAP
LINESTOP	LINESTOP
MECHANICAL JOINT	MECHANICAL JOINT
OTHER	OTHER
RECHARGE WELL	RECHARGE WELL
REDUCER	REDUCER
SADDLE	SADDLE
TAPPING SLEEVE	TAPPING SLEEVE
TEE	TEE
UNKNOWN	UNKNOWN
WYE	WYE

Domain name	RWS_SPATIALSOURCE
ASBUILT	ASBUILT
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN

Domain name	RWS_LIFECYCLESTATUS
ABANDONED	ABANDONED
ACTIVE	ACTIVE
INACTIVE	INACTIVE
REMOVED	REMOVED
UNKNOWN	UNKNOWN

Domain name	RWS_SYSVAL_DIAM
1.5	1.5
2	2
3	3
4	4
6	6
8	8
10	10
12	12
16	16
20	20
24	24
30	30
36	36
42	42
48	48
9999	UNKNOWN

Domain name	RWS_GROUNDTYPE
ASPHALT	ASPHALT
CONCRETE	CONCRETE
DIRT	DIRT
UNKNOWN	UNKNOWN

Domain name	RWS_SYSVAL_GROUNDTYPE
ASPHALT	ASPHALT
CONCRETE	CONCRETE
LANDSCAPE	LANDSCAPE
UNKNOWN	UNKNOWN

Domain name	RWS_FITTING_DIAMETER
0.63	0.63
0.75	0.75
1	1
1.25	1.25
1.5	1.5
2	2
2.5	2.5
3	3
4	4
6	6
8	8
10	10
12	12
15	15
16	16
18	18
20	20
24	24
30	30

Domain name	RWS_COVER_MATERIAL
CAST IRON	CAST IRON
ALUMINUM	ALUMINUM
UNKNOWN	UNKNOWN

Domain name	RWS_COVER_TYPE
SEALED	SEALED
VENTED	VENTED
BOLTED	BOLTED
UNKNOWN	UNKNOWN

Domain name	RWS_METER_MANUFACTURER
BADGER METERS	BADGER METERS
NEPTUNE METERS	NEPTUNE METERS
PRECISION METERS	PRECISION METERS
BADGER-NEPTUNE	BADGER-NEPTUNE
SENSUS	SENSUS

Domain name	RWS_METERTYPE
BYPASS	BYPASS
COMBO	COMBO
CMPND	CMPND
DISC	DISC
MAG	MAG
FDTEC	FDTEC
MLTJET	MLTJET
TURBIN	TURBIN

Domain name	RWS_METER_DIAM
0.63	.63
0.75	.75
1	1
1.5	1.5
2	2
2.5	2.5
3	3
4	4
6	6
8	8
10	10

Domain name	RWS_FEATUREOWNER
COC	CHANDLER
COM	MESA
INTEL	INTEL
OCA	OCA
OMG	OMG
PRIVATE	PRIVATE
SRP	SRP
TOG	GILBERT
UNKNOWN	UNKNOWN

DATA DICTIONARY: STORM

STORM_BUBBLER_BOX				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	25	SWS_SPATIALSOURCE
GRATE_OPENINGS_NUM	GRATE_OPENINGS_NUM	Short		SWS_GRATE_OPENINGS
GRATE_LENGTH	GRATE_LENGTH	Double	8	SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double	8	SWS_GRATE_WIDTH
DRYWELL_ASSOC	DRYWELL_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

STORM_CATCHBASIN				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	25	SWS_SPATIALSOURCE
STRUCTURE_TYPE	STRUCTURE_TYPE	Short		SWS_STRUCTURE_TYPE
CATCHBASIN_TYPE	CATCHBASIN_TYPE	Text	25	SWS_CB_TYPE
CITY_EMBLEM	CITY_EMBLEM	Text	5	GIS_BOOLEAN_YES_NO
ACCESS_OPENING_TYPE	ACCESS_OPENING_TYPE	Text	25	SWS_CB_ACCESS_OPENING_TYPE
GRATE_LENGTH	GRATE_LENGTH	Double		SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double		SWS_GRATE_WIDTH
LID	LID	Text	5	GIS_BOOLEAN_YES_NO
LID_TYPE	LID_TYPE	Text	25	SWS_CB_LID_TYPE
DRYWELL_CONN	DRYWELL_CONN	Text	5	GIS_BOOLEAN_YES_NO
OUTLET_CONN	OUTLET_CONN	Text	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_CONN	BUBBLERBOX_CONN	Text	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_DRYWELL_ASSOC	BUBBLERBOX_DRYWELL_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
LAKE_DRAIN	LAKE_DRAIN	Text	5	GIS_BOOLEAN_YES_NO
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

STORM_COLLECTION_VAULT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	20	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	20	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	20	SWS_SPATIALSOURCE
INLET_NUM	INLET_NUM	Short		SWS_CV_NUMB_INLETS
INLET_DIAM	INLET_DIAM	Short		SWS_CV_PIPE_SIZE
INLET_PIPE_TYPE	INLET_PIPE_TYPE	Text	30	SWS_CV_PIPE_TYPE
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
DRYWELL_ASSOC	DRYWELL_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
LID_GRATE	LID_GRATE	Text	5	SWS_LID_GRATE
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

STORM_DRAIN_MANHOLE				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	25	SWS_SPATIALSOURCE
STRUCTURE_TYPE	STRUCTURE_TYPE	Short	2	SWS_STRUCTURE_TYPE
CHANDLER_NAME	CHANDLER_NAME_ON_LID	Text	5	GIS_BOOLEAN_YES_NO
DIAMETER	DIAMETER	Short	2	SWS_SDMH_SIZE
VENT_HOLE	VENT_HOLE	Text	30	GIS_BOOLEAN_YES_NO
ACCESS_OPENING_TYPE	ACCESS_OPENING_TYPE	Text	25	SWS_SDMH_ACCESS_OPENING_TYPE
LID_TYPE	LID_TYPE	Text	30	SWS_SDMH_TYPE
LID_TEXT	LID_TEXT	Text	30	SWS_SDMH_LID_TEXT
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

STORM_DRYWELL				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	25	SWS_SPATIALSOURCE
FIELD_LOC	FIELD_LOC	Text	100	SWS_DW_LOCATION
INSTALLER	INSTALLER	Text	30	SWS_DW_INSTALLER
CHAMBER_TYPE	CHAMBER_TYPE	Text	30	SWS_DW_CHAMBER_TYPE
LID_SIZE	LID_SIZE	Short		SWS_DW_LID_SIZE
LID_TYPE	LID_TYPE	Text	25	SWS_DW_LID_TYPE
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
CONCRETE_PAD	CONCRETE_PAD	Text	5	GIS_BOOLEAN_YES_NO
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

STORM_INLET				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	25	SWS_SPATIALSOURCE
CATCHBASIN_TYPE	CATCHBASIN_TYPE	Text	25	SWS_CB_TYPE
FIELD_LOC	FIELD_LOC	Text	100	SWS_FIELD_LOC
GRATE_ASSOC	GRATE_ASSOC	Text	25	GIS_BOOLEAN_YES_NO
GRATE_LENGTH	GRATE_LENGTH	Double		SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double		SWS_GRATE_WIDTH
INLET_PIPE_DIAM	INLET_PIPE_DIAM	Short		SWS_INLET_PIPE_DIAM
INLET_NUMBER	NUMBER_OF_INLETS	Short		SWS_INLET_NUMBER
TRASHRACK_ASSOC	TRASHRACK_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
TRASH_LENGTH	TRASH_LENGTH	Double		
TRASH_WIDTH	TRASH_WIDTH	Double		
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
HEADWALLASSOC	HEADWALLASSOC	Text	5	GIS_BOOLEAN_YES_NO
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

STORM_OUTLET				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	25	SWS_SPATIALSOURCE
GRATE_ASSOC	GRATE_ASSOC	Text	25	GIS_BOOLEAN_YES_NO
GRATE_LENGTH	GRATE_LENGTH	Double		SWS_GRATE_LENGTH
GRATE_WIDTH	GRATE_WIDTH	Double		SWS_GRATE_WIDTH
INLET_PIPE_DIAM	INLET_PIPE_DIAM	Short		SWS_INLET_PIPE_DIAM
INLET_NUMBER	NUMBER_OF_INLETS	Short		SWS_INLET_NUMBER
TRASHRACK_ASSOC	TRASHRACK_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
TRASH_LENGTH	TRASH_LENGTH	Double		
TRASH_WIDTH	TRASH_WIDTH	Double		
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
HEADWALLASSOC	HEADWALLASSOC	Text	5	GIS_BOOLEAN_YES_NO
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

STORM_SCUPPER				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	FEATUREOWNER	Text	25	SWS_FEATUREOWNER
LIFECYCLESTATUS	LIFECYCLESTATUS	Text	25	SWS_LIFECYCLESTATUS
SPATIALSOURCE	SPATIALSOURCE	Text	25	SWS_SPATIALSOURCE
CITY_EMBLEM	CITY_EMBLEM	Text	5	GIS_BOOLEAN_YES_NO
NUMBER_OPENINGS	NUMBER_OPENINGS	Short		
WIDTH	WIDTH	Double		
SPILLWAY_ASSOC	SPILLWAY_ASSOC	Text	25	GIS_BOOLEAN_YES_NO
HEADWALL_ASSOC	HEADWALL_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
NUISANCE_LINE_ASSOC	NUISANCE_LINE_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
BUBBLERBOX_ASSOC	BUBBLERBOX_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
BUBBLER_BOX_DRYWELL_ASSOC	BUBBLER_BOX_DRYWELL_ASSOC	Text	5	GIS_BOOLEAN_YES_NO
LAKE_DRAIN	LAKE_DRAIN	Text	5	GIS_BOOLEAN_YES_NO
RIPRAP	RIPRAP	Text	25	GIS_BOOLEAN_YES_NO
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

Storm Domains:

Domain name	SWS_DW_LOCATION
AIRPORT	AIRPORT
CITYRETENTION	CITY RETENTION
PARK	PARK
PARKING_LOT	PARKING LOT
PRIVATERETENTION	PRIVATE RETENTION
STREET	STREET
WELL_SITE	WELL SITE

Domain name	SWS_GRATE_LENGTH
12	12
24	24
28	28
30	30
36	36
38	38
40	40
50	50
60	60
76	76

Domain name	SWS_CB_LID_TYPE
STEEL	STEEL
CONCRETE	CONCRETE

Domain name	SWS_DW_CHAMBER_TYPE
DOUBLE	DOUBLE
SINGLE	SINGLE
TRIPLE	TRIPLE

Domain name	SWS_LIFECYCLESTATUS
ACTIVE	ACTIVE
REMOVED	REMOVED
ABANDONED	ABANDONED
INACTIVE	INACTIVE
FUTURE	FUTURE

Domain name	SWS_GRATE_OPENINGS
1	1
2	2
3	3
4	4
5	5
6	6

Domain name	SWS_SPATIALSOURCE
APPROVED_PLANS	APPROVED_PLANS
ASBUILT	ASBUILT
DESIGN	DESIGN
FIELD	FIELD
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
UNKNOWN	UNKNOWN

Domain name	SWS_SDMH_SIZE
22	22
24	24
26	26
28	28
30	30
32	32
38	38

Domain name	SWS_DW_LID_SIZE
22	22
24	24
25	25
26	26
32	32
38	38

Domain name	SWS_STRUCTURE_TYPE
1	CATCH BASIN
2	SCUPPER
3	DRYWELL
4	MANHOLE
5	OUTLET
6	INLET
7	BUBBLERBOX
8	SPILLWAY
9	SEPARATOR

Domain name	SWS_SDMH_LID_TEXT
CHANDLER_SANITATION_SEWER	CHANDLER SANITATION SEWER
CHANDLER_STORM/SEWER	CHANDLER STORM/SEWER
NONE	NONE
OTHER	OTHER
STORM SEWER	STORM SEWER

Domain name	SWS_DW_INSTALLER
McGUCKINDRILLING	McGUCKIN DRILLING
TORRENTRESOURCES	TORRENT RESOURCES
WACODRILLING	WACO DRILLING
OTHER	OTHER

Domain name	SWS_CB_ACCESS_OPENING_TYPE
NONE	NONE
RECTANGULAR	RECTANGULAR
ROUND	ROUND
SQUARE	SQUARE

Domain name	SWS_FEATUREOWNER
ADOT	ADOT
CITY_OF_CHANDLER	CITY_OF_CHANDLER
HOA	HOA
OTHER	OTHER

Domain name	SWS_GRATE_WIDTH
6	6
12	12
16	16
18	18
24	24
28	28
30	30
36	36
38	38
44	44
72	72

Domain name	SWS_SDMH_ACCESS_OPENING_TYPE
NONE	NONE
RECTANGULAR	RECTANGULAR
ROUND	ROUND
SQUARE	SQUARE

Domain name	SWS_FIELD_LOC
PARK	PARK
WELLSI	WELL_SITE
PRKLOT	PARKING_LOT
STREET	STREET
AIRPOR	AIRPORT
CTYRTN	CITYRETENTION
PVRET	PRIVATERETENTION

Domain name	SWS_SDMH_TYPE
PRESSURIZED	PRESSURIZED
NON-PRESSURIZED	NON-PRESSURIZED

Domain name	SWS_DW_LID_TYPE
STEEL	STEEL
GRANITE	GRANITE
CONCRETE_SEALED	CONCRETE_SEALED
GRATE	GRATE

Domain name	SWS_INLET_PIPE_DIAM
12	12
13	13
14	14
15	15
16	16
18	18
24	24
26	26
30	30
36	36
42	42
46	46
60	60
72	72

Domain name	SWS_INLET_NUMBER
1	1
2	2
3	3
4	4

Domain name	SWS_CB_TYPE
TYPE_A	TYPE_A
TYPE_B	TYPE_B
TYPE_C	TYPE_C
TYPE_D	TYPE_D
TYPE_E	TYPE_E
TYPE_F	TYPE_F
TYPE_G	TYPE_G
TYPE_H	TYPE_H
TYPE_Q	TYPE_Q
NONE	NONE

Domain name	SWS_LID_GRATE
LID	LID
GRATE	GRATE

Domain name	SWS_CV_PIPE_TYPE
CONCRETE	CONCRETE
OTHER	OTHER
METAL	METAL

Domain name	SWS_CV_PIPE_SIZE
12	12
14	14
16	16
18	18
20	20
24	24
30	30
36	36

DATA DICTIONARY: MISCELLANEOUS POINTS

MISCELLANEOUS POINT				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
SIZE	SIZE	Double		
MATERIAL	MATERIAL	Text	30	
UTILITY_TYPE	UTILITY_TYPE	Text	30	PW_UTILITY_TYPE
NOTES	NOTES	Text	150	
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	50	

Domains:

Domain name	PW_UTILITY_TYPE
WATER	WATER
WASTEWATER	WASTEWATER
RECLAIM	RECLAIM
STORM	STORM
OTHER	OTHER

DATA DICTIONARY: STREETLIGHTS

STREETLIGHTS				
Field Name	**Alias Name**	**Type**	**Length**	**Domain**
OBJECTID	OBJECTID	OID		
SHAPE	SHAPE	Geometry		
FEATUREOWNER	POLE_OWNER	Text	10	ST_STLITINV_FEATUREOWNER
SPATIALSOURCE	SPATIALSOURCE	Text	25	GBA_STATIC_SPATIALSOURCE
POLENUMBER	POLENUMBER	Text	10	
POLE_HEIGHT	POLE_HEIGHT	Short		
POLE_TYPE	POLE_TYPE	Text	30	TE_STLITINV_POLE_TYPE
POLE_COAT	POLE_COAT	Text	30	TE_STLITINV_POLE_COAT
FOUNDATION	FOUNDATION	Text	30	GIS_BOOLEAN_YES_NO
GPS_DATE	GPS_DATE	Date		
GPS_TIME	GPS_TIME	Text	10	
LATITUDE	LATITUDE	Double		
LONGITUDE	LONGITUDE	Double		
ALTITUDE	ALTITUDE	Double		
HORIZONTAL_ACCURACY	HORIZONTAL_ACCURACY (m)	Double		
VERTICAL_ACCURACY	VERTICAL_ACCURACY (m)	Double		
GPS_COMMENT	GPS_COMMENT	Text	255	

Streetlights Domains:

Domain name	ST_STLITINV_FEATUREOWNER
COC	CITY OF CHANDLER
PRIVATE	PRIVATE
SRP	SRP
AP	APS

Domain name	GBA_STATIC_SPATIALSOURCE
GPS	GPS
ORTHOPHOTO	ORTHOPHOTO
APPROVED_PLANS	APPROVED_PLANS
GEOCODED	GEOCODED
UNKNOWN	UNKNOWN

Domain name	TE_STLITINV_POLE_TYPE
SL 1	SL 1
SL 6	SL 6
SL 8	SL 8
SL 10	SL 10
SL 16	SL 16
SL 17	SL 17
CURVED	CURVED
CUSTOM	CUSTOM
STERNBERG	STERNBERG
SIGNAL POLE	SIGNAL POLE
POWER POLE	POWER POLE

Domain name	TE_STLITINV_POLE_COAT
GALVANIZED	GALVANIZED
PAINTED	PAINTED
POWDER COATED	POWDER COATED

EXHIBIT E

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

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

SUBCONTRACTOR'S LIST FORM

If CM@Risk intends to subcontract any portion of this Agreement, the CM@Risk must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include the form with the bid submittal documents. CM@Risk may make multiple copies of this form as needed.

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

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

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

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

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

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

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

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

EXHIBIT G

SUBCONTRACTOR AND SUPPLIER SOLICITATION DOCUMENTS AND QUOTES

FEBRUARY 28, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

This exhibit includes the following documents:

- G-1 Allowance Summary and Basis for Estimated Allowance Costs (Including Detailed Allowance Tables)
- Recommended Subcontractors & Schedule of Manufacturers and Suppliers
- Analyze Quotes reports and all associated recommended quotes

Note: Unawarded quotes are available upon request.

G-1: ALLOWANCE SUMMARY

FEBRUARY 28, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

GMP 1 SCHEDULE OF ALLOWANCES					
PAY ITEM	**DESCRIPTION**	**UM**	**QTY**	**TOTAL**	**ESTIMATED COST BASIS DESCRIBED IN**
640	CONTRACTOR QUALITY CONTROL (ALLOWANCE)	AL	1	$ 151,199.25	TABLE 1
2000	TRAFFIC CONTROL (EXCLUDES VMS BOARDS)(ALLOWANCE)	AL	1	$ 253,994.16	TABLE 2
2010	OFF-DUTY OFFICERS (ALLOWANCE)	AL	1	$ 32,725.00	TABLE 3
2020	PURCHASE CONSTRUCTION WATER (ALLOWANCE)	AL	1	$ 20,700.00	TABLE 4
2030	PERMITS (ALLOWANCE)	AL	1	$ 2,006.25	TABLE 5
2040	LANDSCAPE & IRRIGATION SYSTEM RESTORATION (ALLOWANCE)	AL	1	$ 18,281.25	TABLE 6
2050	PRIVATE SERVICES (CUSTOMER SIDE) EXTRA WORK (ALLOWANCE)	AL	1	$ 83,034.54	TABLE 7
2060	RESIDENT ITEM RELOCATION (ALLOWANCE)	AL	1	$ 12,500.00	TABLE 8
2070	PRIVATE PROPERTY LOCATE SERVICE (SAFE SITE)(ALLOWANCE)	AL	1	$ 45,000.54	TABLE 9
2080	FLOOD IRRIGATION - PROTECT & REPAIR (ALLOWANCE)	AL	1	$ 25,000.00	TABLE 10
2090	SEWER SERVICE REPLACEMENT (ALLOWANCE)	AL	1	$ 4,384.11	TABLE 11
2500	**RUNNING TOTAL NO. 1 - ALLOWANCES DIRECT COST**			**$ 648,825.10**	
10100	OVERHEAD AND FEE		8.50%	$ 55,150.13	
	SUBTOTAL - FEE			**$ 55,150.13**	
	RUNNING TOTAL NO. 2 - ALLOWANCES DIRECT COST OF THE WORK + FEE			**$ 703,975.23**	
10200	INSURANCE (INCL. BUILDERS RISK & POLLUTION LIABILITY)		1.95%	$ 13,727.52	
10300	BONDS (PAYMENT & PERFORMANCE)		0.80%	$ 5,631.80	
	SUBTOTAL - INSURANCE AND BONDS			**$ 19,359.32**	
	RUNNING TOTAL NO. 3 - ALLOWANCES DIRECT COST OF THE WORK + FEE + INS & BOND			**$ 723,334.55**	
10400	SALES TAXES (5.07% or 7.8% of 65%) of Running Total No. 3		5.070%	$ 36,673.06	
10450	ESTIMATED TAX EXEMPT MATERIAL ADJ. (ALLOWANCE)		5.070%		
	SUBTOTAL - SALES TAXES			**$ 36,673.06**	
2500	**TOTAL - ALLOWANCES DIRECT COST OF THE WORK + FEE + INS & BOND + SALES TAXES (SEE PAY ITEM 2500 ON MAIN SOV)**			**$ 760,007.61**	
NOTE	**ALLOWANCES ARE BEST ESTIMATES AND ARE NOT GUARANTEED BY SCOPE. These allowances are itemized by scope only for the purposes of assisting the City with rough budgeting of dollars for each funding source but may be utilized as needed for any of the scopes of work in this GMP.**				

BASIS FOR ESTIMATED ALLOWANCE COSTS

FEBRUARY 28, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

TABLE 1 – PAY ITEM 640 CONTRACTOR QUALITY CONTROL ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
640	**CONTRACTOR QUALITY CONTROL (ALLOWANCE)**	**AL**	**1**	**$ 151,199.25**	**$ 151,199.25**
	ESTIMATED 75% OF SERVICES LISTED BELOW ARE REQUIRED FOR GMP 1				
	MAINLINE TECH	HRS	866.00	$ 65.00	$ 56,290.00
	LATERAL & SERVICE TECH	HRS	866.00	$ 65.00	$ 56,290.00
	ADD'L FULL TIME TECH FOR ERIE/ALMA SCHOOL	HRS	288.00	$ 65.00	$ 18,720.00
	TRIP CHARGES	EA	253.00	$ 26.00	$ 6,578.00
	STD. PROCTOR	EA	5.00	$ 130.00	$ 650.00
	MOD. STD. PROCTOR	EA	5.00	$ 130.00	$ 650.00
	SIEVE ANALYSIS	EA	5.00	$ 88.00	$ 440.00
	PI (DRY PREP)	EA	5.00	$ 88.00	$ 440.00
	PI (WET PREP)	EA	15.00	$ 88.00	$ 1,320.00
	CONC COMPRESSIVE TESTS	EA	36.00	$ 63.00	$ 2,268.00
	MAX THEORETICAL SPECIFIC GRAVITY (RICE)	EA	5.00	$ 164.00	$ 820.00
	MAX THEORETICAL SPECIFIC GRAVITY (MARSHALL)	EA	5.00	$ 164.00	$ 820.00
	AC IGNITION & GRADATION	EA	5.00	$ 75.00	$ 375.00
	UNIT/WT.	EA	5.00	$ 155.00	$ 775.00
	THICKNESS (CORES)	EA	15.00	$ 50.00	$ 750.00
	PROJECT MANAGER	HRS	173.00	$ 109.00	$ 18,857.00
	PROJECT ADMINISTRATION	HRS	346.00	$ 57.00	$ 19,722.00
	PRINCIPAL ENGINEER	HRS	87.00	$ 182.00	$ 15,834.00

(Note: See Attached quote from Alpha Geotechnical as backup to these unit rates)

BASIS FOR ESTIMATED ALLOWANCE COSTS

FEBRUARY 28, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

TABLE 2 – PAY ITEM 2000 TRAFFIC CONTROL (EXCLUDES VMS BOARDS)(ALLOWANCE) ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2000	**TRAFFIC CONTROL (ALLOWANCE)**	**AL**	**1**	**$ 253,994.16**	**$ 253,994.16**
	ESTIMATED 85% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	TRAFFIC CONTROL DEVICES & EQUIPMENT	EADY	532	$ 213.83	$ 113,757.56
	SETUPS / TAKEDOWNS	EA	148	$ 945.65	$ 139,956.20
	MAINTENANCE	HRS	768	$ 58.00	$ 44,544.00
	TRAFFIC CONTROL PLANS	EA	24	$ 45.00	$ 1,080.00

(Note: See Attached quote from AWP Safety as backup to these unit rates)

TABLE 3 – PAY ITEM 2010 OFF-DUTY OFFICERS (ALLOWANCE) ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2010	**OFF-DUTY OFFICERS (ALLOWANCE)**	**AL**	**1**	**$ 32,725.00**	**$ 32,725.00**
	ESTIMATED 85% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	OFF-DUTY OFFICERS	HR	350	$ 110.00	$ 38,500.00

TABLE 4 – PAY ITEM 2020 PURCHASE CONSTRUCTION WATER (ALLOWANCE) ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2020	**PURCHASE CONSTRUCTION WATER (ALLOWANCE)**	**AL**	**1**	**$ 27,600.00**	**$ 27,600.00**
	ESTIMATED 75% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	3” BACKFLOW PREVENTER RENTAL	MO	12	$ 200.00	$ 2,400.00
	FH CONNECTION AND MISC RENTAL / FEE	MO	12	$ 300.00	$ 3,600.00
	CONSTRUCTION WATER	MG	7,200	$ 3.00	$ 21,600.00

BASIS FOR ESTIMATED ALLOWANCE COSTS

FEBRUARY 28, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

TABLE 5 – PAY ITEM 2030 PERMITS (ALLOWANCE) ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2030	**PERMITS (ALLOWANCE)**	**AL**	**1**	**$ 2,006.25**	**$ 2,006.25**
	ESTIMATED 75% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	SWPPP NOI	EA	1	$ 1,350.00	$ 1,350.00
	DUST PERMIT	EA	1	$ 1,325.00	$ 1,325.00

TABLE 6 – PAY ITEM 2040 LANDSCAPE & IRRIGATION SYSTEM RESTORATION (ALLOWANCE)ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2040	**LANDSCAPE & IRRIGATION SYSTEM RESTORATION (ALLOWANCE)**	**AL**	**1**	$ 18,281.25	$ 18,281.25
	ESTIMATED 75% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	RESTORATION PER LOCATION	EA	25	$ 200.00	$ 5,000.00
	ARBORIST	HR	155	$ 125.00	$ 19,375.00

TABLE 7 – PAY ITEM 2050 PRIVATE SERVICES (CUSTOMER SIDE) EXTRA WORK (ALLOWANCE) ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2050	**PRIVATE SERVICES (CUSTOMER SIDE) EXTRA WORK (ALLOWANCE)**	**AL**	**1**	**$ 83,034.54**	**$ 83,034.54**
	ESTIMATED 90% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	ESTIMATED AVERAGE OF 10% EXTRA WORK REQUIRED ON PRIVATE SERVICES (CUSTOMER SIDE)	AL	1	$ 92,260.60	$ 92,260.60

TABLE 8 – PAY ITEM 2060 RESIDENT ITEM RELOCATION (ALLOWANCE) ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2060	**RESIDENT ITEM RELOCATION (ALLOWANCE)**	**AL**	**1**	**$ 12,500.00**	**$ 12,500.00**
	ESTIMATED 100% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	ESTIMATED LEVEL OF EFFORT AT 25EA LOCATIONS REQUIRING PRIVATE PROPERTY TO BE RELOCATED	EA	25	$ 500.00	$ 12,500.00

BASIS FOR ESTIMATED ALLOWANCE COSTS

FEBRUARY 28, 2025

CITY OF CHANDLER – WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

COC PROJECT NO: WA2203.401 AGC PROJECT NO.: 4134101

TABLE 9 – PAY ITEM 2070 PRIVATE PROPERTY UTILITY LOCATE SERVICE (ALLOWANCE) ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2070	**PRIVATE PROPERTY UTILITY LOCATE SERVICE (SAFESITE) (ALLOWANCE)**	**AL**	**1**	**$ 45,000.54**	**$ 45,000.54**
	ESTIMATED 90% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	ESTIMATED LEVEL OF EFFORT REQUIRED BY SAFE SITE TO LOCATE UTILITIES ON PRIVATE PROPERTY	AL	1	$ 50,000.60	$ 50,000.60

TABLE 10 – PAY ITEM 2080 FLOOD IRRIGATION – PROTECT & REPAIR (ALLOWANCE) ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2080	**FLOOD IRRIGATION – PROTECT & REPAIR (ALLOWANCE)**	**AL**	**1**	**$ 25,000.00**	**$ 25,000.00**
	ESTIMATED 100% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	ESTIMATED LEVEL OF EFFORT REQUIRED TO PROTECT AND REPAIR FLOOR IRRIGATION LINES FOUND TO BE IN UNSATISFACTORY CONDITION DURING THE PROGRESS OF THE WORK	AL	1	$ 25,000.00	$ 25,000.00

TABLE 11 – PAY ITEM 2090 SEWER SERVICE REPLACEMENT (ALLOWANCE) ESTIMATED COST BASIS					
PAY ITEM	**DESCRIPTION**	**UM**	**ESTIMATED QTY**	**UNIT COST**	**TOTAL ESTIMATED COST**
2080	**FLOOD IRRIGATION – PROTECT & REPAIR (ALLOWANCE)**	**AL**	**1**	**$ 4,384.11**	**$ 4,384.11**
	ESTIMATED 75% OF SERVICES LISTED BELOW REQUIRED FOR GMP 1				
	ESTIMATED LABOR	AL	1	$ 3,303.76	$ 3,303.76
	ESTIMATED EQUIPMENT	AL	1	$ 1,541.70	$ 1,541.70
	ESTIMATED MATERIALS	AL	1	$ 1,000.00	$ 1,000.00

EXHIBIT D-1.C.ii, iii

RECOMMENDED SUBCONTRACTORS & SCHEDULE OF MANUFACTURERS AND SUPPLIERS

FEBRUARY 28, 2025

CITY OF CHANDLER - WATER MAIN REPLACEMENT 2022 CMAR PROJECT - GMP 1

ACHEN-GARDNER PROJECT 4134100

See the following subcontractor and supplier award recommendations spreadsheet with quotes:

1) This Proposal is based on the recommended awarded subcontractor and supplier resource values and related proposals. Lead times stated on quotes/proposals apply and are planned for in our proposed schedule (Exhibit D-1.E). Costs and/or schedule impacts related to supply chain issues that may arise out of the vendor's or Achen-Gardner's control will be accommodated with the Construction Contingency or change order. Other vendor terms & conditions are between Achen-Gardner and the vendor(s) and are not a part of the Contract between the City and Achen-Gardner.

2)This summary reflects competitive bids with a specific scope/Schedule of Values provided to all subcontractors and suppliers at the time of solicitation. Actual quantities and extended totals reflected in the SOV may be different based on final quantity and cost adjustments due to finalizing construction plans for this GMP 1.

SCOPE OF WORK / MATERIAL	SUBCONTRACTOR / SUPPLIER (VENDOR) NAME	BID (B) NO BID (NB)	BID AMOUNT	SELECTION NOTES (Defined Below)
Aggregates (Sand and Rip Rap Only)	Affinity Material	B	$ 465,917.39	1
	Busing Corp	B	$ 491,956.83	
Asphalt Material	Vulcan	B	$ 245,977.86	1
	Fisher Sand & Gravel	B	$ 268,608.82	
Crack Seal	Southwest Slurry Seal, Inc.	B	$ 79,882.55	1
	Viasun Corporation	B	$ 123,454.85	
Disinfection Sub	Statewide Disinfection	B	$ 32,608.50	1
Dump Dirt	AGC Composite Price	B	$ 402,929.29	6
	Buesing Corporation	B	$ 309,482.87	1
	Canyon Country Contract	B	$ 497,852.42	
Pipe Package	Ferguson Waterworks	B	$ 1,999,600.22	1
	Fortiline Waterworks	B	$ 2,001,701.72	
	Winwater of Phoenix	B	$ 2,053,109.26	
Quality Control	Alpha Geotechnical	B	$ 201,599.00	1
	Ninyo & Moore	B	$ 220,724.00	
	Alta Arizona	B	$ 207,090.00	
Rebar Material	Tyler Reinforcing LLC	B	$ 16,900.73	1
	CMC Construction Services	NB	$ -	2
Redi-Mix	AGC Composite Price	B	$ 920,561.32	6
	Sunrock	B	$ 848,367.75	1
	Desert Redi-Mix	B	$ 895,428.43	
	Rock Solid Concrete	B	$ 870,522.73	
	American Materials Company	B	$ 946,230.85	
	Arizona Materials LLC	B	$ 961,000.85	
	Calportland	B	$ 1,005,593.15	
Sawcut	AGC Composite Price	B	$ 69,729.92	6
	Modern Concrete Cutting	B	$ 64,980.16	1
	Discount Saw Cut	B	$ 76,479.68	
Slurry Seal	Southwest Slurry Seal Inc	B	$ 226,104.70	1
	Viasun Corporation	B	$ 247,985.80	
Striping	Franklin Striping	B	$ 46,957.82	1
	Hulxe Construction Services	B	$ 49,786.20	
	Falcon Contracting	B	$ 49,096.33	
	Pavement Markings, Inc.	B	$ 61,797.06	
Survey	EPS Group	B	$ 171,171.45	1
	Rick Engineering	B	$ 177,200.13	
SWPPP	Terra Firma LLC	B	$ 58,285.00	1
	Offsite Sweeping	B	$ 58,860.00	
	R&D Storm Water	B	$ 61,760.00	
Traffic Control	AWP	B	$ 299,336.45	1
	Southwest	B	$ 598,672.90	
Trucking	GB Trucking	B	$ 1,325,338.98	1
	Arizona Heat	B	$ 1,453,549.50	
Underground Subcontractor (Private Services)	RKS Plumbing	B	$ 1,008,679.46	4

SELECTION NOTES

SELECTED VENDOR

1 Lowest, qualified bidder, ability to meet schedule / deliveries

2 Non Responsive (NB) - No Bid; Non-responsive

3 Quote includes non-agreeable terms.

4 Qualifications/Direct Selection based on subcontractor/supplier submitted in our SOQ, past performance on similar projects with Achen-Gardner.

5 Quote was missing portions that needed to be quoted.

6 Multiple Vendors will be utilized; the unit price is a composite of multiple quotes.

AGC Composite pricing is used when multiple vendors will be contracted on the project for the same material/scope of work. The following multiple vendors are being utilized for project Dirt Dumping/Trucking, Redi–mix, and Saw cutting. Based on current and recent experience, the lowest bidders are not able to service and meet the full scope/entire project schedule due to multiple crew, shift, and off-peak service needs. The following assumptions are used to determine the composite unit price:

- Dirt Dumping/Trucking project haul-off:
  - Buesing – 66%
  - Canyon – 34%
- Redi-Mix:
  - Rock Solid – 25% 0-sack slurry, 25% ½-sack slurry, 25% grout
  - Sunrock – 25% 0-sack slurry, 25% ½-sack slurry, 25% grout
  - American Materials – 50% 0-sack slurry, 50% ½-sack slurry, 50% grout, 100% MAG AA, A, B, and C concrete.
- Sawcutting:
  - Modern Concrete Cutting – 50%
  - Discount Sawcutting – 50%

11/27/2024

Achen-Gardner
2195 West Chandler Boulevard, Suite 200
Chandler AZ 85224
PH: 480-403-9458

Paul Ekstrom

Project: City of Chandler Water Main Replacement
Project Location: Chandler Boulevard & Alma School Road, Chandler, AZ

Dear Paul Ekstrom

Alpha Geotechnical & Materials, Inc. (Alpha), is pleased to present our estimate for sampling and testing services for this project. This proposal is based upon a review of **City of Chandler Water Main Replacement Plans** as part of a request for proposal dated **11/12/2024** by **Paul Ekstrom**.

PROJECT UNDERSTANDING

The project consists of the construction of a new water main pipleline with associated civil improvements known as **City of Chandler Water Main Replacement** in **Chandler**, AZ. It is our understanding that **City of Chandler** will be the governing municipality. Materials sampling and testing services will be required to determine compliance with the applicable specifications and jurisdictional regulations during construction.

Thank you for giving us the opportunity to be a part of your project team. Should you have any questions or require additional information, please do not hesitate to contact me. We have identified the budgeted tasks below, the task details including assumptions are identified in EXHIBIT A, Scope of Services. The Consulting Services Agreement is included in EXHIBIT B.

Budget Summary for - City of Chandler Water Main Replacement

Task Name	Cost
Water (W)	$15,524.00
Streets & Street Related Work (ST)	$41,785.00
Project Management (PM)	$10,104.00
Project total:	$67,413.00

** All field tests have a two-hour minimum charge on a portal-to-portal basis and Special Inspectors have a 3-hour minimum charge on a portal-to-portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged after 8 hours per day, and also on weekends and holidays. If same-day service is required and can be accommodated, a $75 fee will be added. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. A Project Management Fee includes a typical 10% (of proposal) fee for the routine management duties associated with this work. The estimated total is listed for your convenience and may change with project schedules and contractor productivity. We reserve the right to review and change our rates should the start date of the project be more than 3 months from the date of this proposal.

Abdiwali M. Tarax

Shaun R. Ringelberg - Proposal Writer

Project Manager

Exhibit A - Scope of Services
Exhibit B - Consulting Service Agreement

EXHIBIT A
Scope of Services

Water (W)

Alpha will complete nuclear density-moisture testing and concrete sampling (if required) to check for compliance with the jurisdictional requirements. Alpha will require full cooperation with the installing contractor in order to obtain the required tests (we don't own or operate excavating equipment). In addition to field testing, some laboratory testing will also be required and has been included in our estimate.

- It is assumed that the trench parallel with traffic will utilize ABC for backfill.
- It is assumed that the trench perpendicular to traffic will use 1/2 sack CLSM for backfill.

The following is the Compaction testing estimate:

Water Mainline Length: 21,531 LF
Average depth: 4 ft.
Horizontal test Frequency: 650 ft per lift
Vertical test Frequency: 1 ft.
Estimated tests required: 136
Hours: (40 trips x average of 3 hours on site) + (travel time of 0.6 hour per trip) = 120 + 24 = **144 hours**

Estimated samples of ABC for bedding (typically 1000 tons per 2000 feet of bedding):11
Lab testing required:

- Gradation: 11 tests (one per 1,000 tons)
- Wet Prep Plasticity Index: 11 tests (one per 1,000 tons)
- Proctor, ASTM D698, method C: 1 test (one per 5,000 tons or one per source)

Thrust Collar: 25
Testing trips required for concrete (including concrete pickups): 5
Hours: (5 trips x average of 2 hours on site) + (travel time of 0.6 hour per trip) = 10 + 3 = **13 hours**
Estimated Concrete: 5 sets x 4 cylinders per set = 20 cylinders

Cost Estimate for - Water (W)

Description	Qty	Rate	Units	Total
Project Manager	10.00	$109.00	RtHr	$1,090.00
Field Technician	157.00	$65.00	RtHr	$10,205.00
Gradation of soil or aggregate ASTM C136 & C117 / AASHTO T27 & T11	11.00	$88.00	EA	$968.00
Plasticity Index (Wet Preparation) ASTM D4318 / AASHTO T89 & T90 & T146	11.00	$175.00	EA	$1,925.00
Standard Proctor ASTM D698-C / AASHTO T99-D	1.00	$166.00	EA	$166.00
Mileage Charge	45.00	$26.00	Trip	$1,170.00
			Total for Water (W)	$15,524.00

Streets & Street Related Work (ST)

Alpha will complete nuclear density-moisture testing on subgrade materials, collect concrete specimens for laboratory compressive strength testing, and collect samples of asphaltic concrete for compliance with jurisdictional requirements of **City of Chandler**.

Alpha estimates street and street related work be constructed **in less than 5 months.** Laboratory testing will also be

required to cover the necessary concrete and asphaltic concrete compliance testing.

- It is assumed that moisture-density relationships for aggregate base materials will be needed.
- Nuclear density testing will be completed during paving operations for informational purposes only.
- It is assumed that Asphaltic Concrete coring is not required for this project.
- Alpha is not responsible for the development of a roll pattern, but will provide data to assist the contractor in establishing the rolling pattern.
- MCDOT jurisdictional requirements (EOR duties) do not apply to this project.
- We are expecting that one (1) final report will be required at the end of the completion of the Street related work.

The following is the construction testing estimate:

Concrete and compaction testing for Flatwork (Curb and Gutter, Sidewalk, Ramps, Driveways, and Valley Gutter):

- Hours: (25 trips x average of 3 hours on site) + (travel time of 0.6 hour per trip) = 75 + 15 = **90 hours**
- Estimated Concrete lab testing: 25 sets x 4 cylinders per set = 100 cylinders

Roadway Pavement Construction:

- Roadway AC testing: 16,800 LF and 1,500 tons
- Number of Lifts: 1
- Horizontal compaction testing frequency: 650 LF and for every lift
- Hours: (30 trips x average of 6 hours on site) + (travel time of 0.6 hour per trip) = 180 + 18 = **198 hours**
- Lab testing required:
  - Rice or Maximum Theoretical Specific Gravity: 30
  - Gyratory or Marshall test: 30 (to determine Lab Air Voids, which is sampled per days placement)
  - Gradation of Extracted Aggregate: 30
  - Oil content by Ignition Method: 30

TOTALS:
288 hours (sum of items underlined and bold)
55 trips (sum of items underlined)
Lab charges are itemized above

Cost Estimate for - Streets & Street Related Work (ST)

Description	Qty	Rate	Units	Total
Professional Engineer	10.00	$182.00	RtHr	$1,820.00
Project Manager	15.00	$109.00	RtHr	$1,635.00
Field Technician	288.00	$65.00	RtHr	$18,720.00
AC: Gradation of extracted aggregate ASTM D6307 / AASHTO T30	30.00	$88.00	EA	$2,640.00
AC: Gyratory Compaction ASTM D6925 / AASHTO T312	30.00	$175.00	EA	$5,250.00
AC: Oil Content by Ignition Method ASTM D6307 / T308A	30.00	$109.00	EA	$3,270.00
AC: Rice or Maximum Theoretical Specific Gravity ASTM D2041 / AASHTO T209 / Az 417c	30.00	$164.00	EA	$4,920.00
Compressive Strength ASTM C39	100.00	$21.00	EA	$2,100.00
Mileage Charge	55.00	$26.00	Trip	$1,430.00
Total for Streets & Street Related Work (ST)				$41,785.00

Assumptions:

Project Management (PM)

Alpha estimates some project management and minor consultation will be necessary over the course of the project. Some of these actives may include assistance with submittal reviews, attendance to a pre-construction meeting, attendance to pre-activity meetings, test schedule development and report development.

- Weekly or monthly budget updates are not included in this fee.
- Project Administration Fee: Alpha's project administration fee covers dispatching, test data management and test data review.

Cost Estimate for - Project Management (PM)

Description	Qty	Rate	Units	Total
Professional Engineer	12.00	$182.00	RtHr	$2,184.00
Project Manager	38.00	$109.00	RtHr	$4,142.00
Administrative Assistant	64.00	$57.00	RtHr	$3,648.00
Mileage Charge	5.00	$26.00	Trip	$130.00
Total for Project Management (PM)				$10,104.00

EXHIBIT B

Consulting Services Agreement

This CONSULTING SERVICES AGREEMENT is made by and between: -

Achen-Gardner

hereinafter referred to as CLIENT, and Alpha Geotechnical & Materials, Inc., hereinafter called Alpha.

The CONSULTING SERVICES AGREEMENT between the parties consists of these terms and conditions, the attached PROPOSAL identified as Alpha Proposal Number:

24-CM-14948 dated: **11/27/2024**

and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this CONSULTING SERVICES AGREEMENT must be mutually agreed to in writing.

SECTION 1 - SCOPE OF WORK

Alpha shall perform pursuant to the terms and conditions of this CONSULTING SERVICES AGREEMENT the services as set forth in the accompanying PROPOSAL.

SECTION 2 - PERMITS & UTILITIES

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide Alpha access to the site for all equipment and personnel at no charge to Alpha.

2. While Alpha will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold Alpha harmless for any damages to structures or any damage required for right of entry, in the absence of willful and gross misconduct by Alpha.

SECTION 3 - SAMPLES

Samples collected during this work will be retained for approximately 30 days after the sample is collected and then disposed.

SECTION 4 - INVOICES

Alpha will submit monthly progress invoices to CLIENT. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and percent (1 1/2%) per month on past due invoices. Alpha may require a retainer prior to start of work. Alpha will apply the retainer, if applicable, to the final invoice.

SECTION 5 - OWNERSHIP OF DOCUMENTS

1. All reports, field data, field notes, calculations, estimates and other documents prepared by Alpha, as instruments of service, shall remain the property of Alpha.

2. Alpha will retain all pertinent records relating to the services performed for a period of five years following

submission of the report, during which period the records will be made available to CLIENT at reasonable times.

SECTION 6 - DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the CLIENT and Alpha agree that all disputes arising between them out of or relating to this Agreement or the Project shall be submitted to mediation unless the parties mutually agree otherwise.

SECTION 7 - STANDARD OF CARE & NOTIFICATION

1. Services performed by Alpha under this CONSULTING SERVICES AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty is expressed or implied.

2. Alpha agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies.

3. Alpha will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8 - LIMITATION OF LIABILITY

1. CLIENT agrees to limit Alpha's liability to CLIENT and all third parties arising from Alpha's negligent acts, errors or omissions, such that the total aggregate liability of Alpha to all those named shall not exceed our fees for the project or $50,000, whichever is less. Neither CLIENT nor any third parties assume any liability for damages to others, which may arise solely on account of Alpha's negligent acts, errors or omissions.

2. As part of the consideration Alpha requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Alpha by CLIENT of any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Alpha or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.

SECTION 9 - INSURANCE

Alpha represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that Alpha has such coverage under public liability and property damage insurance policies which Alpha deems to be adequate. Certificates for all such policies of insurance will be provided to CLIENT, if requested. Within the limits and conditions of such insurance, Alpha agrees to indemnify and hold CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by Alpha, it agents, staff, and consultants employed by it. Alpha shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

SECTION 10 - TERMINATION

1. This CONSULTING SERVICES AGREEMENT may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the event of the parties' failure to agree upon an adjustment to this CONSULTING SERVICES AGREEMENT in accordance with Section 6. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Alpha shall be paid for services performed to the termination notice date plus reasonable termination expenses.

2. In the event of termination or suspension for more than three (3) months prior to completion of all reports contemplated by this CONSULTING SERVICES AGREEMENT, Alpha may complete such analyses and records as are necessary to complete ALPHA's Project files and may also complete a report on the services performed to the

date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of ALPHA in completing such analyses, records and reports.

SECTION 11 - ENTIRE AGREEMENT

This CONSULTING SERVICES AGREEMENT along with the exhibits and/or proposals appended hereto constitute the entire CONSULTING SERVICES AGREEMENT of the parties with respect to the subject matter hereof. The Parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this CONSULTING SERVICES AGREEMENT which will become effective on the date signed by the CLIENT below.

Alpha Geotechnical & Materials, Inc.	**Client: Achen-Gardner**
By (please sign here):	By : (please sign here):
Carrie Weaver	
Print Name: Carrie Weaver	Print Name _____
Title: President	Title _____
Date: November 27, 2024	Date _____

Trafficade Service LLC
dba AWP Safety 2533 W Holly St.
Phoenix, AZ 85009
602-431-0911
Fax 602-272-2827

Estimate

Estimate Date	Estimate ID
10/2/2024	CHANDLER

Valid Through: 11/1/2024

ACHEN GARDNER CONSTRUCTION LLC
Abi Goode
2195 W. CHANDLER BLVD #200
CHANDLER, AZ 85224
Phone: 602-377-4593
Fax: 480-940-4576
Email: agoode@achen.com

Job Name: WA2203.401
Job Location:
Galveston St & Pleasant St
CHANDLER
Estimate Created By: Vincent Graeber
Estimated Days: 1

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
Traffic Sign Small (<10 Sq. Ft.) - 36" Road Work Ahead *	$0.40	Per Day	4	1	4	$1.60
Traffic Sign Small (<10 Sq. Ft.) - 36" Street Closed Ahead *	$0.40	Per Day	1	1	1	$0.40
Traffic Sign Small (<10 Sq. Ft.) - Detour Ahead *	$0.40	Per Day	1	1	1	$0.40
Traffic Sign Small (<10 Sq. Ft.) - Do Not Enter *	$0.40	Per Day	2	1	2	$0.80
Traffic Sign Small (<10 Sq. Ft.) - No Left Turn *	$0.40	Per Day	2	1	2	$0.80
Traffic Sign Small (<10 Sq. Ft.) - No Right Turn *	$0.40	Per Day	2	1	2	$0.80
Traffic Sign Small (<10 Sq. Ft.) - Detour (Right) *	$0.40	Per Day	2	1	2	$0.80
Traffic Sign Large (>16 Sq. Ft.) - Street Closed - M4-10Left *	$0.60	Per Day	1	1	1	$0.60
Sign Stand w/Flasher - *	$0.50	Per Day	14	1	14	$7.00
Dbl. Sign Stand w/2 Flashers - *	$0.70	Per Day	1	1	1	$0.70
Vertical Panel w/ C Steady-Burn - *	$0.40	Per Day	14	1	14	$5.60
Type I Barricade w/ A Flasher - *	$0.30	Per Day	11	1	11	$3.30
Type III Barricade w/ 2 A Flashers - *	$0.95	Per Day	1	1	1	$0.95
Sandbag - *	$1.00	Per Each	60	1	60	$60.00
Flag w/ Dowel - *	$2.75	Per Each	24	1	24	$66.00
Deliver/Travel Charge Zone B - *	$168.75	Per Each	1	1	1	$168.75
Pick up/Travel Charge Zone B - *	$168.75	Per Each	1	1	1	$168.75
2 Traffic Control Employees - *	$116.00	Per Hour	2.5	1	2.5	$290.00

Note: The * indicates taxable items.

EQUIPMENT	$23.75
ONE TIME CHARGES	$126.00
LABOR	$627.50
SUBTOTAL	$777.25

24 hour west bound OR east bound directional closure on Galveston St as per TCP.
Work Zone-up to 460'
1-TCP is $45.00 per plan.

Scope:

Bid quantities for info only, contractor will be billed for actual quantities performed.

Cancellation will be charged if not cancelled 2 hours before start time.

If Contractor or Sub removes and resets items, they are responsible for replacing the material damaged.

All setups include mobilization and demobilization, prices may vary and will be determined by scope of work/ work zone, and County or City entities that may have traffic control stipulations.

Initials _____ Page 1 of 2

Estimate For: ACHEN GARDNER CONSTRUCTION LLC - Quote ID: CHANDLER (cont.)

Scope: Pricing is based on regular pay, 35 mph zone and footage as described work zone.

AWP Safety has the ability to revise quote once 100% completed specs and plans are released.

Estimate is based on 1 calendar Days.

Bond Rate is 1.25% but not included in the rate listed above.

Excluded: Coring Concrete & Asphalt, Concrete Footing, Grading, and Survey for Signs.

ANY permits, Concrete Barrier, Fencing, Impact Trucks, Attenuators, Specialty signs.

Night work or any type of lights, Weekends or Holidays. (Operation Hours 7am-5pm)

Prevailing wage.

ADA Compliance.

Message Boards

The estimated labor cost does not include any standby OR certified flaggers.

	10/2/2024	Accepted By:	
Vincent Graeber	Date	Signature	Date
Trafficade Service LLC		Print Name	
Visit Our Website at www.awpsafety.com		Title	
		Company	

Trafficade Service LLC
dba AWP Safety 2533 W Holly St.
Phoenix, AZ 85009
602-431-0911
Fax 602-272-2827

Estimate

Estimate Date	Estimate ID
10/2/2024	CHANDLER

Valid Through: 11/1/2024

ACHEN GARDNER CONSTRUCTION LLC
Abi Goode
2195 W. CHANDLER BLVD #200
CHANDLER, AZ 85224
Phone: 602-377-4593
Fax: 480-940-4576
Email: agoode@achen.com

Job Name: WA2203.401
Job Location:
Alma School Rd & Erie St
CHANDLER
Estimate Created By: Vincent Graeber
Estimated Days: 1

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
Traffic Sign Small (<10 Sq. Ft.) - 36" Road Work Ahead *	$0.40	Per Day	8	1	8	$3.20
Traffic Sign Small (<10 Sq. Ft.) - 36" Right 2 Lanes Closed Ahead *	$0.40	Per Day	1	1	1	$0.40
Traffic Sign Small (<10 Sq. Ft.) - Merge Left *	$0.40	Per Day	1	1	1	$0.40
Traffic Sign Small (<10 Sq. Ft.) - W1-4 Left *	$0.40	Per Day	1	1	1	$0.40
Traffic Sign Small (<10 Sq. Ft.) - 36" W1-4 Right *	$0.40	Per Day	1	1	1	$0.40
Traffic Sign Small (<10 Sq. Ft.) - Keep Left *	$0.40	Per Day	8	1	8	$3.20
Traffic Sign Small (<10 Sq. Ft.) - Keep Right *	$0.40	Per Day	6	1	6	$2.40
Traffic Sign Small (<10 Sq. Ft.) - No Left Turn *	$0.40	Per Day	8	1	8	$3.20
Traffic Sign Small (<10 Sq. Ft.) - straig arro right turn *	$0.40	Per Day	1	1	1	$0.40
Sign Stand w/Flasher - *	$0.50	Per Day	35	1	35	$17.50
Vertical Panel w/ C Steady-Burn - *	$0.40	Per Day	106	1	106	$42.40
Type I Barricade w/ A Flasher - *	$0.30	Per Day	40	1	40	$12.00
Arrow Board - *	$23.00	Per Day	1	1	1	$23.00
Hi-Level Flag Stand w/A Flasher - *	$0.60	Per Day	1	1	1	$0.60
Sandbag - *	$1.00	Per Each	284	1	284	$284.00
Deliver/Travel Charge Zone B - *	$168.75	Per Each	3	1	3	$506.25
Pick up/Travel Charge Zone B - *	$168.75	Per Each	3	1	3	$506.25
2 Traffic Control Employees - *	$116.00	Per Hour	3	1	3	$348.00

Note: The * indicates taxable items.

EQUIPMENT	$109.50
ONE TIME CHARGES	$284.00
LABOR	$1,360.50
SUBTOTAL	$1,754.00

24 hour north bound channel on Alma School Rd as per TCP.
1-TCP is $45.00 per plan.

Scope:

Bid quantities for info only, contractor will be billed for actual quantities performed.

Cancellation will be charged if not cancelled 2 hours before start time.

If Contractor or Sub removes and resets items, they are responsible for replacing the material damaged.

All setups include mobilization and demobilization, prices may vary and will be determined by scope of work/ work zone, and County or City entities that may have traffic control stipulations.

Pricing is based on regular pay, 35 mph zone and footage as described work zone.

AWP Safety has the ability to revise quote once 100% completed specs and plans are released.

Initials _____ Page 1 of 2

Estimate For: ACHEN GARDNER CONSTRUCTION LLC - Quote ID: CHANDLER (cont.)

Scope: Estimate is based on 1 calendar Days.

Bond Rate is 1.25% but not included in the rate listed above.

Excluded: Coring Concrete & Asphalt, Concrete Footing, Grading, and Survey for Signs.

ANY permits, Concrete Barrier, Fencing, Impact Trucks, Attenuators, Specialty signs.

Night work or any type of lights, Weekends or Holidays. (Operation Hours 7am-5pm)

Prevailing wage.

ADA Compliance.

Message Boards

The estimated labor cost does not include any standby OR certified flaggers.

10/2/2024

Vincent Graeber

Date

Trafficade Service LLC

Visit Our Website at www.awpsafety.com

Accepted By:

Signature

Date

Print Name

Title

Company

Trafficade Service LLC
dba AWP Safety 2533 W Holly St.
Phoenix, AZ 85009
602-431-0911
Fax 602-272-2827

Estimate

Estimate Date	Estimate ID
10/2/2024	CHANDLER

Valid Through: 11/1/2024

ACHEN GARDNER CONSTRUCTION LLC
Abi Goode
2195 W. CHANDLER BLVD #200
CHANDLER, AZ 85224
Phone: 602-377-4593
Fax: 480-940-4576
Email: agoode@achen.com

Job Name: WA2203.401
Job Location:
Alma School Rd & Erie St
CHANDLER
Estimate Created By: Vincent Graeber
Estimated Days: 1

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
Traffic Sign Small (<10 Sq. Ft.) - 36" Road Work Ahead *	$0.40	Per Day	6	1	6	$2.40
Traffic Sign Small (<10 Sq. Ft.) - 36" Left Lane Closed Ahead *	$0.40	Per Day	2	1	2	$0.80
Traffic Sign Small (<10 Sq. Ft.) - 36" Merge Right *	$0.40	Per Day	2	1	2	$0.80
Traffic Sign Small (<10 Sq. Ft.) - Keep Right *	$0.40	Per Day	8	1	8	$3.20
Traffic Sign Small (<10 Sq. Ft.) - No Left Turn *	$0.40	Per Day	8	1	8	$3.20
Sign Stand w/Flasher - *	$0.50	Per Day	26	1	26	$13.00
Vertical Panel w/ C Steady-Burn - *	$0.40	Per Day	52	1	52	$20.80
Type I Barricade w/ A Flasher - *	$0.30	Per Day	18	1	18	$5.40
Arrow Board - *	$23.00	Per Day	2	1	2	$46.00
Sandbag - *	$1.00	Per Each	156	1	156	$156.00
Flag w/ Dowel - *	$2.75	Per Each	36	1	36	$99.00
Deliver/Travel Charge Zone B - *	$168.75	Per Each	1	1	1	$168.75
Pick up/Travel Charge Zone B - *	$168.75	Per Each	1	1	1	$168.75
2 Traffic Control Employees - *	$116.00	Per Hour	3	1	3	$348.00

Note: The * indicates taxable items.

EQUIPMENT	$95.60
ONE TIME CHARGES	$255.00
LABOR	$685.50
SUBTOTAL	$1,036.10

24 hour two direction single lane closure (Football) on Alma School Rd as per TCP.
1-TCP is $45.00 per plan.

Scope:
Bid quantities for info only, contractor will be billed for actual quantities performed.

Cancellation will be charged if not cancelled 2 hours before start time.

If Contractor or Sub removes and resets items, they are responsible for replacing the material damaged.

All setups include mobilization and demobilization, prices may vary and will be determined by scope of work/ work zone, and County or City entities that may have traffic control stipulations.

Pricing is based on regular pay, 35 mph zone and footage as described work zone.

AWP Safety has the ability to revise quote once 100% completed specs and plans are released.

Estimate is based on 1 calendar Days.

Bond Rate is 1.25% but not included in the rate listed above.

Excluded:
Coring Concrete & Asphalt, Concrete Footing, Grading, and Survey for Signs.

Initials _____

Estimate For: ACHEN GARDNER CONSTRUCTION LLC - Quote ID: CHANDLER (cont.)

Excluded: ANY permits, Concrete Barrier, Fencing, Impact Trucks, Attenuators, Specialty signs.
Night work or any type of lights, Weekends or Holidays. (Operation Hours 7am-5pm)
Prevailing wage.
ADA Compliance.
Message Boards
The estimated labor cost does not include any standby OR certified flaggers.

10/2/2024

Vincent Graeber
Trafficade Service LLC

Date

Visit Our Website at www.awpsafety.com

Accepted By:

Signature

Date

Print Name

Title

Company

Analyze Quotes

Folder: AGGREGATES AGGREGATES

Vendor Code:				AGCCOMPOSI	**AFFINITYMA**	BUESINGCOR
Vendor Name:				AGC COMPOS	**Affinity Materi**	Buesing Corp
Vendor Phone:					**602-558-7621**	602-233-3339
Resourc	**Description**	**Quantity Unit**	**Plug Price**	**UP**	**UP**	**UP**
2AGAB	ABC MAG	18,841.15 TN	20.000	20.000	**23.000**	24.650
2AGBE	SAND	1,085.70 TN	25.000	25.000	**30.000**	25.350
Totals:			403,965.44	403,965.45	**465,917.39**	491,956.83
Difference From Plug:				0.01	**61,951.95**	87,991.39

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

Quotation

Affinity Material Solutions, LLC
3317 S. Higley Road
Suite 114, PMB 472
Gilbert, AZ 85297
(602) 558-7621
Sales@affinitymaterials.com

Affinity Material Solutions

Date	Quote #
11/14/2024	8213

Customer:	Project:
Achen Gardner Construction 2195 W. Chandler Blvd. Suite 200 Chandler, AZ 85224 480-940-1300	City of Chandler Water Main Replacement N Of Chandler Blvd, S of Galveston, W of Hartford St, E Of Arrowhead Dr Chandler, AZ

$25-$50/load fuel surcharge will be assessed for orders that are less than three loads per day.

Prepared By	P.O. No.	Ship Via	Truck Type	Valid Until	Taxable
SW		Delivery	Bellies & Supers	3/31/2025	

Qty	UOM	Material	Cost	Description	Amount
20,000	TN	MAG ABC Non Lime	22.75	Deliver in Bellies	455,000.00
20,000	TN	MAG ABC Non Lime	23.00	Deliver in Supers	460,000.00
1,000	TN	Concrete Sand	30.00		30,000.00

*Total dollar amount of quote is based on customer quantity requested. Final invoice is subject to change based on actual quantity delivered. Affinity Material Solutions' drivers will attempt to drop material where customer specifies, provided it does not interfere or endanger equipment and/or personnel. Affinity Material Solutions will not be responsible for damage caused to concrete, landscaping, or underground utilities due to customer designated drop locations. Invoices not paid within our credit terms will be assessed a Finance Charge. Cancellations of orders must be made no later than 4pm, the day before scheduled delivery, or a cancellation fee will be applied.

Total

If you have any questions concerning this quotation, please contact us at:
(602) 558-7621 or
sales@affinitymaterials.com

Thank you for your business!

Analyze Quotes

Folder: DUMPDIRT DUMP DIRT

Vendor Code:			BUESINGCORP	**AGCCOMPOSI**	CANYONCOUN
Vendor Name:			Buesing Corp	**AGC COMPOS**	Canyon Country
Vendor Phone:			602-233-3339		602-867-7777
Description	**Quantity Unit**	**Plug Price**	**UP**	**UP**	**UP**
DIRT DUMP FEE	1,446.78 LD	60.000	195.250	**276.480**	65.000
TRUCKING SUB SUPER 16	2,923.56 HR	135.000	9.235	**1.000**	138.125
Totals:		481,487.40	309,482.87	**402,929.29**	497,857.42
Difference From Plug:			-172,004.53	**-78,558.11**	16,370.02

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

BUESING CORP.
Highway / Heavy Construction
AZ Lic. # A-ROC200645

"Simply the Best"

Date: 11/27/2024

To: Achen Gardner Construction

Attn: Paul Ekstrom

Phone: –

Fax:

Bid Date: November 27, 2025

Project No:

Project: City Of Chandler Water Main

Location: Various Locations

City: Chandler, Az

We are pleased to submit the following cost estimate:

Pricing Good Through 02/28/2026 (See Standard Provisions)

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	TOTAL
20,000	TON	NON LIMED MAG ABC DELIVERED IN SUPERS	$ 24.65	$ 493,000.00
1,000	TON	SAND DELIVERED IN SUPERS	$ 25.35	$ 2,535.00
1,500	LD	EXPORT DIRT HAUL IN SUPERS	$ 210.30	$ 315,450.00
1,500	LD	EXPORT DIRT HAUL IN BELLIES	$ 195.25	$ 292,875.00
	TON	ADD FOR AGGREGATE DELIVEREY EFFECTIVE 11/01/2025	$ 125.00	

Standard Provisions

SUFFICIENT QUANTIIES PER DELIVERY TO INSURE 4 HOUR MINIMUM PER TRUCK

Prices do not include weekend, holiday, off hour, or overtime shipments. Additional charges may apply if any of these conditions occur. Unless otherwise stated, dirt haul prices exclude permits, loading, dust control & sweeping.

ALL PRICES ASSUME THAT BUESING CORP'S STANDARD INSURANCE IS ACCEPTABLE

Payment due on or before the 25th day of the month for work completed or materials delivered in the month prior. No retention withheld.

ALL PRICING WILL BE HONORED THROUGH THE DATE SPECIFIED ABOVE PROVIDED THAT WE RECEIVE A P.O., P.A., OR LETTER OF INTENT WITHIN 30 DAYS. If JOB AWARD IS LONGER THAN 30 DAYS PLEASE NOTIFY US WITHIN THE 30 DAYS, AND WE WILL NEGOTIATE WITH MATERIAL SUPPLIERS TO ALLOW THE PRICE TO BE HONORED

Special Provisions

PRICING IS FOR DELIVERY WITHIN THE BOUNDARIES OF NORTH OF CHANDLER BLVD - SOUTH OF GALVESTON - WEST OF HARTFORD STREET - EAST OF ARROWHEAD DRIVE

AGGREGATE PRICING INCLUDES AN ALLOWANCE OF 7 MINUTES PER LOAD FOR SUPERS TO GET FROM THE PROJECT ENTRANCE TO THE DUMPSITE, UNLOAD, & GET BACK TO THE PROJECT ENTRANCE.

EXPORT DIRT HAUL PRICNG INCLUDES AN ALLOWANCE OF 8 MINUTES PER LOAD FOR BELLIES OR SUPERS TO GET FROM THE ENTRANCE TO THE STOCKPILE TO THE LOADSITE, GET LOADED BY CONTRACTOR'S EQUIPMENT, & GET BACK TO THE STOCKPILE ENTRANCE.

BUESING WILL MAKE EVERY REASONABLE EFFORT TO HONOR THIS QUOTE & MEET CUSTOMER PRODUCTION EXPECTIONS. HOWEVER, MATERIAL & TRUCK AVAILABILITY ARE BEYOND OUR CONTROL. ACCEPTANCE OF THIS QUOTE SHALL NOT SERVE AS A GUARANTEE THAT MATERIALS AND/OR TRUCKS WILL BE AVAILABLE WHEN REQUESTED.

If These Terms And Conditions Are Acceptable Please Sign This Form And Fax It Back To The Number Below

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, provided there is an understanding between parties that the prime and / or subcontractor must receive an official award. If an official award, contract or subcontract is not consummated this proposal shall become null and void.

Company Name: Achen Gardner Construction

Authorized Person's Signature:_____ Date:_____.

and GOOD LUCK !!!

Respectfully Submitted: *Cecil Wallace*

3045 S 7th Street
(602) 845-3133

Phoenix, Arizona 85040
Cell: (602) 799-5702

Analyze Quotes

Folder: PIPEPK PIPE PACAKGE

Vendor Code:							AGCCOMPO	**FERGUSON**	FORTILINE	
Vendor Name:							AGC COMPO	**Ferguson Wa**	Fortiline Wate	
Vendor Phone:								**602-495-8420**	623-404-2288	
Bid	**Activit**	**Resour**	**Description**	**Quantity**	**Unit**	**Plug Pric**	**UP**	**UP**	**UP**	
240	270030	2PIPK	DEMO & SALVAGE WAT	2.00	EA	367.250	250.000	**438.260**	500.000	
321	270030	2PIPK	BACKFLOW PREVENTO		EA	1,700.000	1,700.000		1,700.000	P
322	270030	2PIPK	BACKFLOW PREVENTO		EA	1,800.000	1,800.000			
323	270030	2PIPK	BACKFLOW PREVENTO		EA	2,000.000	2,000.000			
324	270030	2PIPK	BACKFLOW PREVENTO		EA	2,200.000	2,200.000			
325	270030	2PIPK	INSTALL NEW 4" WATE	1.00	EA	3,672.500	2,500.000	**6,205.340**	3,672.500	P
326	270030	2PIPK	BACKFLOW PREVENTO	2.00	EA	3,672.500	2,500.000	**3,185.000**	3,416.500	
327	270030	2PIPK	BACKFLOW PREVENTO	1.00	EA	4,407.000	3,000.000	**4,777.500**	8,974.050	
350	270030	2PIPK	3/4" & 1" COPPER SERVI	140.00	EA	440.700	300.000	**938.860**	899.590	
360	270030	2PIPK	3/4" & 1" COPPER SERVI	144.00	EA	440.700	300.000	**938.860**	899.590	
370	270030	2PIPK	1.5" & 2" COPPER SERVI	9.00	EA	734.500	500.000	**1,932.000**	1,817.420	
380	270030	2PIPK	1.5" & 2" COPPER SERVI	8.00	EA	734.500	500.000	**1,932.000**	1,817.420	
420	270030	2PIPK	4" DIP CLASS 350	100.00	LF	36.725	25.000	**74.180**	68.090	
430	270030	2PIPK	6" DIP CLASS 350	1,520.00	LF	44.070	30.000	**66.430**	75.180	
440	270030	2PIPK	8" DIP CLASS 350	18,960.00	LF	58.760	40.000	**47.790**	43.130	
450	270030	2PIPK	12" DIP CLASS 350	600.00	LF	73.450	50.000	**64.990**	82.160	
460	270030	2PIPK	16" DIP CLASS 350	600.00	LF	88.140	60.000	**139.640**	147.270	
480	270034	2MIPIP	CUT & CAP EXISTING PI	88.00	EA			**438.260**	500.000	
500	270030	2PIPK	FIRE HYDRANT (COMPL	46.00	EA	5,288.400	3,600.000	**6,315.380**	5,412.310	
510	270030	2PIPK	FIRE RISER (COMPLETE	1.00	EA	7,345.000	5,000.000	**1,100.000**	1,002.370	
520	270030	2PIPK	6" GATE VALVE	22.00	EA	587.600	400.000	**2,140.120**	1,707.320	
530	270030	2PIPK	8" GATE VALVE	85.00	EA	881.400	600.000	**2,391.980**	1,763.980	
540	270030	2PIPK	12" GATE VALVE	4.00	EA	1,762.800	1,200.000	**3,906.320**	3,143.730	
550	270030	2PIPK	16" GATE VALVE	6.00	EA	2,350.400	1,600.000	**10,111.360**	8,804.100	
580	270030	2PIPK	COMBONATION AIR/VA	3.00	EA	7,345.000	5,000.000	**3,622.460**	2,721.730	
8300	270030	2PIPK	VERTICAL REALIGNME	44.50	EA			**1.000**	1,423.020	
% Adjustment:							580,153.00			
$ Adjustment:								**-123,158.00**		
Total Adjustments:							580,153.00	**-123,158.00**		
Totals:						1,817,153.00	1,817,153.00	**1,999,600.22**	2,001,701.72	
Difference From Plug:								**182,447.22**	184,548.72	

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

LOCATION: ARIZONAWW
WAREHOUSE: 3083
1324 S 3RD ST SUITE 140
PHOENIX, AZ 85004-2725

Phone:602-495-8420
Fax:602-262-4276

ARROWHEAD NEIGHBORHOOD

Job Location: CHANDLER, AZ

Bid Date: 11/26/2024

Bid Time: 4:00PM

Estimate Number:

Addendum:

Job Notes:

* Due to copper being a commodity, quote is subject to reprice at time of shipment.
* Due to the current state of the economy lead times are unpredictable and longer than usual, please see your salesman during time of award for lead time.
* DIP pipe maybe subject to repricing at the time of shipping, due to market volatility.
* Pipe is restrained per profile.
* Depths for valves need to be field verified.

ARV

Qty	UM	Description / Comments	Bid Price	Ext Price
3	EA	8 X 2 Iron Pipe DBL STRP Bronze Saddle DI/AC	$205.56	$616.68
3	EA	Lead Law Compliant 2 MIP X CTS PJ BALL Corp	$330.12	$990.36
6	EA	2 Wrot Copper X Copper 90 Elbow 2-1/8 OD	$41.36	$248.16
3	EA	Lead Law Compliant 2 CTS Comp X FIP BALL CURB LW	$381.48	$1,144.44
3	EA	Lead Law Compliant 2 X 6 Brass Nipple GBL	$36.20	$108.60
3	EA	2 Combination Air RELEASE Valve	$691.84	$2,075.52
3	EA	2XCLOSE PVC Schedule 80 Nipple	$5.80	$17.40
6	EA	#4 Concentric Meter Box	$124.57	$747.42
3	EA	#4 PLYMR MTR BX CVR CHANDLER / EL MIRAGE	$177.93	$533.79
3	EA	2 Cast Iron PVC X 2 Cast Iron PVC Coupling	$6.72	$20.16
9	EA	2 CPVC Schedule 80 Slip X Slip 90 Elbow	$28.07	$252.63
3	EA	ML 2 AIR VAC BUG SCRN 10 MESH	$42.42	$127.26
3	EA	3/4 - 1 PWDR Coating Metal Enclosure	$405.33	$1,215.99
100	C	2X20 K Hard Copper TUBE	$2,494.96	$2,494.96
100	C	2 X 20 FT PVC Schedule 80 Plain End Pipe	$274.00	$274.00
			ARV:	**$10,867.37**

440007
4" BACKFLOW

Qty	UM	Description / Comments	Bid Price	Ext Price
1	EA	Lead Law Compliant 4 Reduced Pressure Zone Backflow Preventer With Outside Stem & Yoke GATE Valve	$3,908.30	$3,908.30
2	EA	4X5'0 Flange X Flange Cement Lined Bituminous Tar Ductile Iron Spool	$776.78	$1,553.56
6	EA	! 4 150# A307B Flange Bolt Kit & N	$7.16	$42.96
6	EA	4 STAR TITE SBR NSF61 FF GSKT	$13.98	$83.88
2	EA	4 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$29.97	$59.94
2	EA	4 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$26.86	$53.72
2	EA	4 Ductile Iron 125# C110 Flange 90 BEND	$148.23	$296.46
2	EA	4 Mechanical Joint X Flange C153 90 BEND Less Accessories	$92.11	$184.22
2	EA	Pipe Support With 1 Riser & Saddle Mount	$93.54	$187.08
			4" BACKFLOW:	**$6,370.12**

4" METER VAULT

Qty	UM	Description / Comments	Bid Price	Ext Price
2	EA	4 Flanged Resilient Wedge Ductile Iron Outside Screw & Yoke Open Left GATE Valve	$1,018.03	$2,036.06
3	EA	4X1'0 Flange X Flange Cement Lined Bituminous Tar Ductile Iron Spool	$412.10	$1,236.30
1	EA	4X5'0 Flange X PE Cement Lined Bituminous Tar Ductile Iron Spool	$612.30	$612.30
2	EA	4 X 12 Mechanical Joint C153 Long Sleeve Less Accessories	$71.37	$142.74
4	EA	4 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$29.97	$119.88
4	EA	4 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$26.86	$107.44
2	EA	4 X 2 Iron Pipe DBL STRP Bronze Saddle F/AC	$156.19	$312.38
2	EA	Lead Law Compliant 2 FIP X FIP BALL CURB ST LW	$338.25	$676.50
2	EA	Lead Law Compliant 2XCLOSE Brass Nipple GBL	$16.12	$32.24
4	EA	2 Wrot C X M Adapter	$45.67	$182.68
20	C	2X20 K Hard Copper TUBE	$2,494.96	$498.99
2	EA	2 Wrot Copper X Copper 90 Elbow 2-1/8 OD	$41.36	$82.72
1	EA	Lead Law Compliant 2 Brass 125# Threaded Swing Check Valve	$80.55	$80.55
4	EA	! 4 150# A307B Flange Bolt Kit & N	$7.16	$28.64
4	EA	4 STAR TITE SBR NSF61 FF GSKT	$13.98	$55.92
			4" METER VAULT:	**$6,205.34**
			440007:	**$12,575.46**

6100600
CUT & PLUG

Qty	UM	Description / Comments	Bid Price	Ext Price
35	EA	6 WIDERANGE Coupling With 2 IPT Tap on Pipe 6.25-7.45	$354.14	$12,394.90
51	EA	8 WIDERANGE Coupling With 2 IPT Tap on Pipe 8.40-9.79	$483.40	$24,653.40
2	EA	12 WIDERANGE Coupling 2 IPT Tap on Pipe 12.75-14.38	$759.29	$1,518.58
			CUT & PLUG:	**$38,566.88**
			6100600:	**$38,566.88**

610131

1" SERVICE

Qty	UM	Description / Comments	Bid Price	Ext Price
265	EA	8 X 1 Iron Pipe DBL STRP Bronze Saddle DI/AC	$179.36	$47,530.40
4	EA	12 X 1 Iron Pipe DBL STRP Bronze Saddle DI/AC	$260.05	$1,040.20
7	EA	16 X 1 Iron Pipe DBL STRP Bronze Saddle Ductile Iron	$445.76	$3,120.32
5	EA	6 X 1 Iron Pipe DBL STRP Bronze Saddle DI/AC	$144.93	$724.65
7,300	C	1X100 K SOFT Copper TUBE	$1,152.32	$84,119.36
281	EA	Lead Law Compliant 1 MIP X CTS PJ BALL Corp ST	$89.06	$25,025.86
281	EA	Lead Law Compliant 1 CTS X Meter Angle Ball Valve	$159.41	$44,794.21
281	EA	#2 Concentric Meter Box	$86.54	$24,317.74
281	EA	#2 PLYMR MTR BX CVR CHANDLER / EL MIRAGE	$117.96	$33,146.76
			1" SERVICE:	**$263,819.50**

1-1/2" SERVICE

Qty	UM	Description / Comments	Bid Price	Ext Price
9	EA	8 X 1-1/2 Iron Pipe DBL STRP Bronze Saddle DI/AC	$188.84	$1,699.56
9	EA	Lead Law Compliant 1-1/2 MIP X FIP BALL Corp	$193.10	$1,737.90
18	EA	1-1/2 Wrot C X M Adapter	$26.99	$485.82
9	EA	1-1/2 Wrot Copper X Copper 45 Elbow 1-5/8 OD	$22.99	$206.91
9	EA	1-1/2 Wrot Copper X Copper 90 Elbow 1-5/8 OD	$22.72	$204.48
9	EA	Lead Law Compliant 1-1/2 FIP X Meter FLG Angle Ball Valve LW	$316.03	$2,844.27
9	EA	#4 Concentric Meter Box	$124.57	$1,121.13
9	EA	#4 PLYMR MTR BX CVR CHANDLER / EL MIRAGE	$177.93	$1,601.37
260	C	1-1/2X20 K Hard Copper TUBE	$1,694.16	$4,404.82
			1-1/2" SERVICE:	**$14,306.26**

2" SERVICE

Qty	UM	Description / Comments	Bid Price	Ext Price
6	EA	8 X 2 Iron Pipe DBL STRP Bronze Saddle DI/AC	$205.56	$1,233.36
6	EA	Lead Law Compliant 2 MIP X FIP BALL Corp	$312.37	$1,874.22
12	EA	2 Wrot C X M Adapter	$45.67	$548.04
6	EA	2 Wrot Copper X Copper 45 Elbow 2-1/8 OD	$38.41	$230.46
6	EA	2 Wrot Copper X Copper 90 Elbow 2-1/8 OD	$41.36	$248.16
6	EA	Lead Law Compliant 2 FIP X Meter FLG Angle Ball Valve LW	$372.92	$2,237.52
6	EA	#4 Concentric Meter Box	$124.57	$747.42
6	EA	#4 PLYMR MTR BX CVR CHANDLER / EL MIRAGE	$177.93	$1,067.58
260	C	2X20 K Hard Copper TUBE	$2,494.96	$6,486.90
			2" SERVICE:	**$14,673.66**
			610131:	**$292,799.42**

610140

PRIVATE SIDE

Qty	UM	Description / Comments	Bid Price	Ext Price
300	C	1 X 20 PVC Schedule 40 BE Pipe	$113.87	$341.61
			PRIVATE SIDE:	**$341.61**
			610140:	**$341.61**

610304

8" DIP

Qty	UM	Description / Comments	Bid Price	Ext Price
18,960	FT	8 CL350 Cement Lined Ductile Iron FASTITE Pipe	$35.03	$664,168.80
20,020	FT	20X308 POLYWRAP PERF 3 - 8 Dip	$0.66	$13,213.20
200	EA	2 X 100 10 MIL Pipe WRAP Tape	$8.14	$1,628.00
22,500	M	14GA 500 FT Irrigation Underground Feeder WIRE Blue	$216.31	$4,866.98
25	EA	3 X 1000 Underground Detectable Water Blue	$76.50	$1,912.50
608	EA	8 SBR AMARILLO FAST GRIP Gasket	$175.63	$106,783.04
6	EA	8 Mechanical Joint C153 11-1/4 BEND Less Accessories	$137.86	$827.16
4	EA	8 Mechanical Joint C153 22-1/2 BEND Less Accessories	$151.89	$607.56
1	EA	6 Mechanical Joint C153 22-1/2 BEND Less Accessories	$96.99	$96.99
177	EA	8 Mechanical Joint C153 45 BEND Less Accessories	$155.55	$27,532.35
9	EA	8 Mechanical Joint C153 90 BEND Less Accessories	$190.32	$1,712.88
23	EA	8 Ductile Iron 125# C110 Flange Tee	$558.76	$12,851.48
6	EA	8 Ductile Iron 125# C110 Flange Cross	$684.42	$4,106.52
9	EA	8 Mechanical Joint C153 Solid Cap Less Accessories	$87.84	$790.56
26	EA	8 Mechanical Joint X Flange C153 Adapter Less Accessories	$158.60	$4,123.60
14	EA	8 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	$262.91	$3,680.74
11	EA	8 Mechanical Joint X Flange C153 Tee Less Accessories	$335.50	$3,690.50
479	EA	8 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$52.97	$25,372.63
479	EA	8 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$36.56	$17,512.24
26	EA	8 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$24.07	$625.82
26	EA	6 - 8 150# A307B FLG BLT KIT	$17.27	$449.02
24	EA	8 POWERMAX WIDERANGE Coupling 8.40-9.79	$396.76	$9,522.24
			8" DIP:	**$906,074.81**

16" DIP

Qty	UM	Description / Comments	Bid Price	Ext Price
600	FT	16 CL350 Cement Lined Ductile Iron FASTITE Pipe	$86.87	$52,122.00
1,540	FT	34X308 POLYWRAP PERF 14 - 16 Dip	$1.12	$1,724.80
15	EA	2 X 100 10 MIL Pipe WRAP Tape	$8.14	$122.10
2	EA	16 X 8 Ductile Iron 125# C110 Flange Tee	$1,708.61	$3,417.22
1	EA	16 Ductile Iron 125# C110 Flange Tee	$1,948.95	$1,948.95
1	EA	16 X 12 Ductile Iron 125# C110 Flange Tee	$1,910.52	$1,910.52
4	EA	16 Mechanical Joint X Flange C153 Adapter Less Accessories	$397.48	$1,589.92
2	EA	16 Mechanical Joint C153 45 BEND Less Accessories	$408.88	$817.76
4	EA	16 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$62.42	$249.68
4	EA	16 150# A307B Flange Bolt Kit	$85.73	$342.92
6	EA	16 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$216.70	$1,300.20
30	EA	16 SBR AMARILLO FAST GRIP GSKT	$591.46	$17,743.80
6	EA	16 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$81.87	$491.22
			16" DIP:	**$83,781.09**

12" DIP

Qty	UM	Description / Comments	Bid Price	Ext Price
600	FT	12 CL350 Cement Lined Ductile Iron FASTITE Pipe	$48.25	$28,950.00
18	EA	12 SBR AMARILLO FAST GRIP GASKET	$255.07	$4,591.26

3	EA	12 Mechanical Joint C153 90 BEND Less Accessories	$405.65	$1,216.95
1	EA	12 X 8 Ductile Iron 125# C110 Flange Tee	$1,025.41	$1,025.41
1	EA	12 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	$503.25	$503.25
1	EA	12 Mechanical Joint C153 Solid Cap Less Accessories	$164.09	$164.09
1	EA	12 X 8 Mechanical Joint C153 Reducer Less Accessories	$192.15	$192.15
1	EA	12 WIDERANGE Coupling 12.75-14.38	$596.98	$596.98
1	EA	8 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$52.97	$52.97
1	EA	8 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$36.56	$36.56
10	EA	12 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$51.83	$518.30
10	EA	12 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$114.39	$1,143.90
			12" DIP:	**$38,991.82**

4" DIP

Qty	UM	Description / Comments	Bid Price	Ext Price
60	FT	4 CL350 Cement Lined Ductile Iron FASTITE Pipe	$38.91	$2,334.60
2	EA	4 Mechanical Joint C153 45 BEND Less Accessories	$67.10	$134.20
5	EA	4 POWERMAX WIDERANGE Coupling 4.20-5.33	$195.53	$977.65
4	EA	4 Mechanical Joint C153 90 BEND Less Accessories	$80.52	$322.08
12	EA	4 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$29.97	$359.64
12	EA	4 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$26.86	$322.32
			4" DIP:	**$4,450.49**

6" DIP

Qty	UM	Description / Comments	Bid Price	Ext Price
520	FT	6 CL350 Cement Lined Ductile Iron FASTITE Pipe	$26.60	$13,832.00
26	EA	6 SBR AMARILLO FAST GRIP Gasket	$129.69	$3,371.94
25	EA	6 Mechanical Joint C153 45 BEND Less Accessories	$106.75	$2,668.75
12	EA	6 Mechanical Joint C153 90 BEND Less Accessories	$131.76	$1,581.12
3	EA	6 Ductile Iron 125# C110 Flange Tee	$335.50	$1,006.50
6	EA	6 Mechanical Joint X Flange C153 Adapter Less Accessories	$105.53	$633.18
5	EA	6 X 4 Mechanical Joint C153 Reducer Less Accessories	$76.86	$384.30
17	EA	6 POWERMAX WIDERANGE Coupling 6.25-7.45	$278.01	$4,726.17
6	EA	6 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$16.67	$100.02
6	EA	6 - 8 150# A307B FLG BLT KIT	$17.27	$103.62
85	EA	6 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$35.25	$2,996.25
85	EA	6 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$33.62	$2,857.70
5	EA	4 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$29.97	$149.85
5	EA	4 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$26.86	$134.30
			6" DIP:	**$34,545.70**
			610304:	**$1,067,843.91**

610800
FIRE HYDRANT

Qty	UM	Description / Comments	Bid Price	Ext Price
4	EA	8 X 6 Ductile Iron 125# C110 Flange Tee	$482.51	$1,930.04
1	EA	16 X 6 Ductile Iron 125# C110 Flange Tee	$1,767.17	$1,767.17
20	EA	6 Mechanical Joint C153 45 BEND Less Accessories	$106.75	$2,135.00
1	EA	16 Mechanical Joint X Flange C153 Adapter With Accessories	$247.38	$247.38
4	EA	8 Mechanical Joint X Flange C153 Adapter Less Accessories	$158.60	$634.40
37	EA	8 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	$262.91	$9,727.67
1	EA	12 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	$503.25	$503.25
2	EA	8 X 6 Mechanical Joint C153 Reducer Less Accessories	$111.63	$223.26
43	EA	6 Flanged X Mechanical Joint Resilient Wedge Open Left GATE Valve Less Accessories	$996.70	$42,858.10
2	EA	6 Mechanical Joint Resilient Wedge Ductile Iron Open Left GATE Valve Less Accessories	$996.70	$1,993.40
45	EA	24 Slip Valve Box BOT SECT	$62.40	$2,808.00
45	EA	36 Slip Valve Box BOT SECT	$88.61	$3,987.45
45	EA	16 Slip Valve Box TOP SECT	$53.67	$2,415.15
45	EA	5-1/4 VLV BX LID WTR W/ 4 SKT CL35	$67.49	$3,037.05
45	EA	5-1/4 BL DEBRIS Cap	$91.25	$4,106.25
1,260	FT	6 CL350 Cement Lined Ductile Iron FASTITE Pipe	$26.60	$33,516.00
1,232	FT	20X308 POLYWRAP PERF 3 - 8 Dip	$0.66	$813.12
10	EA	2 X 100 10 MIL Pipe WRAP Tape	$8.14	$81.40
45	EA	5-1/4 VO WB67 Hydrant 4'6 Mechanical Joint Open Left Less Accessories NST	$3,085.18	$138,833.10
18	EA	6 SBR AMARILLO FAST GRIP Gasket	$129.69	$2,334.42
43	EA	6 - 8 150# A307B FLG BLT KIT	$17.27	$742.61
43	EA	6 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$16.67	$716.81
132	EA	6 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$35.25	$4,653.00
132	EA	6 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$33.62	$4,437.84
4	EA	8 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$24.07	$96.28
4	EA	6 - 8 150# A307B FLG BLT KIT	$17.27	$69.08
43	EA	8 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$52.97	$2,277.71
43	EA	8 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$36.56	$1,572.08
2	EA	12 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$114.39	$228.78
2	EA	12 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$51.83	$103.66
1	EA	16 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$81.87	$81.87
1	EA	16 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$62.42	$62.42
1	EA	16 150# A307B Flange Bolt Kit	$85.73	$85.73
1	EA	16 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$216.70	$216.70
45	EA	SM DIRT Ring PHX	$64.11	$2,884.95
45	EA	6 FT Valve STEM Extension	$266.91	$12,010.95
			FIRE HYDRANT:	**$284,192.08**
			610800:	**$284,192.08**

630306

8" GATE VALVE

Qty	UM	Description / Comments	Bid Price	Ext Price
2	EA	8 Mechanical Joint Resilient Wedge Ductile Iron Open Left GATE Valve Less Accessories	$1,585.98	$3,171.96
90	EA	8 Flanged X Mechanical Joint Resilient Wedge Open Left GATE Valve Less Accessories	$1,557.02	$140,131.80
130	EA	24 Slip Valve Box BOT SECT	$62.40	$8,112.00
92	EA	36 Slip Valve Box BOT SECT	$88.61	$8,152.12
92	EA	5-1/4 VLV BX LID WTR W/ 4 SKT CL35	$67.49	$6,209.08
92	EA	16 Slip Valve Box TOP SECT	$53.67	$4,937.64
92	EA	5-1/4 BL DEBRIS Cap	$91.25	$8,395.00
90	EA	6 - 8 150# A307B FLG BLT KIT	$17.27	$1,554.30
90	EA	8 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$24.07	$2,166.30
92	EA	8 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$52.97	$4,873.24
92	EA	8 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$36.56	$3,363.52
47	EA	5 FT Valve STEM Extension	$243.93	$11,464.71
30	EA	6 FT Valve STEM Extension	$266.91	$8,007.30
8	EA	8 FT Valve STEM Extension	$348.22	$2,785.76
85	EA	SM DIRT Ring PHX	$64.11	$5,449.35
			8" GATE VALVE:	**$218,774.08**

12" GATE VALVE

Qty	UM	Description / Comments	Bid Price	Ext Price
4	EA	12 Flanged X Mechanical Joint Resilient Wedge Open Left GATE Valve Less Accessories	$2,986.53	$11,946.12
4	EA	SM DIRT Ring PHX	$64.11	$256.44
4	EA	24 Slip Valve Box BOT SECT	$62.40	$249.60
4	EA	36 Slip Valve Box BOT SECT	$88.61	$354.44
4	EA	16 Slip Valve Box TOP SECT	$53.67	$214.68
4	EA	5-1/4 VLV BX LID WTR W/ 4 SKT CL35	$67.49	$269.96
4	EA	5-1/4 BL DEBRIS Cap	$91.25	$365.00
4	EA	6 FT Valve STEM Extension	$266.91	$1,067.64
4	EA	12 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$30.91	$123.64
4	EA	10-12 Zinc 150# A307B Flange Bolt Kit	$28.22	$112.88
4	EA	12 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$114.39	$457.56
4	EA	12 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$51.83	$207.32
			12" GATE VALVE:	**$15,625.28**

16" GATE VALVE

Qty	UM	Description / Comments	Bid Price	Ext Price
6	EA	16 Flanged X Mechanical Joint Resilient Wedge Open Left GATE Valve Less Accessories	$8,888.89	$53,333.34
6	EA	8 FT Valve STEM Extension	$348.22	$2,089.32
6	EA	SM DIRT Ring PHX	$64.11	$384.66
6	EA	24 Slip Valve Box BOT SECT	$62.40	$374.40
6	EA	36 Slip Valve Box BOT SECT	$88.61	$531.66
6	EA	16 Slip Valve Box TOP SECT	$53.67	$322.02
6	EA	5-1/4 VLV BX LID WTR W/ 4 SKT CL35	$67.49	$404.94

6	EA	5-1/4 BL DEBRIS Cap	$91.25	$547.50
6	EA	16 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$62.42	$374.52
6	EA	16 150# A307B Flange Bolt Kit	$85.73	$514.38
6	EA	16 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$216.70	$1,300.20
6	EA	16 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$81.87	$491.22
			16" GATE VALVE:	**$60,668.16**

6" GATE VALVE

Qty	UM	Description / Comments	Bid Price	Ext Price
3	EA	6 Mechanical Joint Resilient Wedge Ductile Iron Open Left GATE Valve Less Accessories	$996.70	$2,990.10
22	EA	6 Flanged X Mechanical Joint Resilient Wedge Open Left GATE Valve Less Accessories	$996.70	$21,927.40
50	EA	24 Slip Valve Box BOT SECT	$62.40	$3,120.00
25	EA	36 Slip Valve Box BOT SECT	$88.61	$2,215.25
25	EA	16 Slip Valve Box TOP SECT	$53.67	$1,341.75
25	EA	5-1/4 VLV BX LID WTR W/ 4 SKT CL35	$67.49	$1,687.25
25	EA	5-1/4 BL DEBRIS Cap	$91.25	$2,281.25
22	EA	6 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$16.67	$366.74
22	EA	6 - 8 150# A307B FLG BLT KIT	$17.27	$379.94
28	EA	6 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$35.25	$987.00
28	EA	6 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$33.62	$941.36
18	EA	6 FT Valve STEM Extension	$266.91	$4,804.38
7	EA	8 FT Valve STEM Extension	$348.22	$2,437.54
25	EA	SM DIRT Ring PHX	$64.11	$1,602.75
			6" GATE VALVE:	**$47,082.71**
			630306:	**$342,150.23**

630401
TAP SLEEVE

Qty	UM	Description / Comments	Bid Price	Ext Price
1	EA	16X8 ALL SS TAPN SLV 17.20 -17.60	$2,354.10	$2,354.10
1	EA	8 Flanged X Mechanical Joint Resilient Wedge Open Left GATE Valve Less Accessories	$1,557.02	$1,557.02
1	EA	36 Slip Valve Box BOT SECT	$88.61	$88.61
1	EA	16 Slip Valve Box TOP SECT	$53.67	$53.67
1	EA	5-1/4 VLV BX LID WTR W/ 4 SKT CL35	$67.49	$67.49
1	EA	5-1/4 BL DEBRIS Cap	$91.25	$91.25
1	EA	8 Ductile Iron Mechanical Joint Wedge Restraint Gland *ONELOK	$52.97	$52.97
1	EA	8 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	$36.56	$36.56
1	EA	5 FT Valve STEM Extension	$243.93	$243.93
1	EA	SM DIRT Ring PHX	$64.11	$64.11
1	EA	6 FT Valve STEM Extension	$266.91	$266.91
1	EA	6 - 8 150# A307B FLG BLT KIT	$17.27	$17.27
1	EA	8 Flat Face 1/8 TORUSEAL NSF61 Flange Gasket	$24.07	$24.07
			TAP SLEEVE:	**$4,917.96**
			630401:	**$4,917.96**

Net Total: $2,054,254.92

Tax Excluded

Grand Total: $2,054,254.92

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless noted otherwise.

ALL PRICES QUOTED FOR PVC ARE FOR ESTIMATION ONLY. PRICES QUOTED FOR PVC PRODUCTS WILL BE VALID FOR 7 DAYS FROM THE DATE OF THIS QUOTATION WITH BUYER TO TAKE DELIVERY OF DIRECT SHIPMENT FROM THE MANUFACTURER WITHIN 30 DAYS OF QUOTATION, AND ARE SUBJECT TO AVAILABILITY OF PRODUCTS. ALL QUOTATIONS FOR PVC OUTSIDE OF THE STATED TERMS ARE SUBJECT TO REQUOTING. THIS QUOTATION DOES NOT CONSTITUTE A BINDING AGREEMENT AND THE PRICING OFFERED SHALL BE BINDING ONLY UPON ISSUANCE OF A PURCHASE ORDER BY BUYER AND ACCEPTANCE IN WRITING BY SELLER.

Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order. Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller’s warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such.

Job Terms: FEI Does not guarantee that this scope includes all materials needed to complete this project. This scope of materials is our interpretation of the plans and specs and is intended for bidding purposes only. All unit prices will prevail unless otherwise noted. Copper is a commodity and will be priced at the time of ship. All pricing is based on 30/30 terms. All materials are rounded to full lengths or rolls that the product will be sold in. All quantities and sizes of material is to be verified by the installer of the material.

Analyze Quotes

Folder: REBARMATL REBAR MATERIAL

Vendor Code:				**TYLERREINF**	CMCCONSTR	HARRISARIZO
Vendor Name:				**Tyler Reinforci**	CMC Constructi	Nucor Rebar
Vendor Phone:				**602-321-4578**	480-396-9200	602-254-0091
Resourc	**Description**	**Quantity Unit**	**Plug Price**	**UP**	**UP**	**UP**
2REBA	REBAR	5,137.00 LB	1.500	**3.290**		
Totals:			7,705.50	**16,900.73**		
Difference From Plug:				**9,195.23**	-7,705.50	-7,705.50

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

Tyler Reinforcing LLC

PO Box 6520
(602) 269-5900
Phoenix, AZ 85005
Lic No: AZ ROC #296786

Proposal No: **240893**

Proposal Date: 11/27/2024

BID PROPOSAL

This proposal is valid for 10 days from date shown above.

SECTION I- GENERAL INFORMATION

Proposal to: **Bidding Contractors**

Attn: **Estimating Dept**

Drwgs Quoted: G3 - 5/2024

Project Name: **Chandler Water Main Replacement**

Ref. No.: WA2203.401

Chandler Blvd and Alma School Rd
Chandler, AZ 85224

Specs: **None**

Addendums: **None**

SECTION II- SCOPE OF WORK

> Concrete Deformed Reinforcing Steel Detailed, Furnished & Installed per ACI & CRSI Standards.

SECTION III- PRICES

SUPPLY & INSTALL

Bid Item	Description	Qnty	Unit	Unit Price	Extended
1	Thruster Collars	32	EA	$528.00	$16,896.00

Taxes are Excluded from prices shown.

Total Reinforcing Items= $16,896.00

SECTION IV- SPECIAL CONDITIONS, EXCLUSIONS AND/OR CLARIFICATIONS FOR THIS PROJECT

1 Prices are based on a Start Date of not later than **12/12/24** and shall remain valid through **4/12/25** . Any rebar shipped AND/OR installed after that date will be subject to an increase of **$40.00** /Ton every **2** months.

2 Prices based on 1 Truck Load(s) of Material to Jobsite. Additional Load(s)will be at $350.00 per Load.
Truck Loads are based on 35,000 lbs per Load. Reduction in Weight on Loads will be an Extra to Contract.

3 Proposal based on Prevailing Wages: No

4 All rebar MUST ship at same time.

5

6

7

8 Above prices based on NO RETENTION for contracts of $50,000 or less.

SECTION V- CONTRACTOR TO PROVIDE AT NO COST TO SELLER

1	X	All lines, grades, racks, forms, layout and rigid templates accurately in place before installation, except those forms or other materials that will hinder the installation.
2	X	Firm, level, subgrade at elevation shown on drawings including all levels, datum lines, elevations, openings and dowel outs for concrete &/or masonry.
3	X	Clear access roads & ramps for unloading of trailer/truck deliveries to within 50 feet of point of installation, and reasonable storage and lay-down areas.
4	X	Cages for drilled piers, shafts, caissons, and light pole standards will be tied and stockpiled by Subcontractor.
5	X	Suitable equipment fully operated for hoisting/lowering reinforcing steel, personnel, wire mesh, etc, including unloading trucks, staging of reinforcing to points of installation (into foundations, and onto elevated decks, etc) setting columns, wall cages and/or any other pre-tied assemblies including power placing of individual bars as required.
6	X	Copies of all contract documents in quantities as reasonably requested.
7	X	Parking area and/or cost of parking for field crews and provide area for jobsite office including utility hookup.
8	X	Furnish design information, location of pour joints and construction schedules in sufficient time to allow for the preparation and approval of detail drawings plus a minimum of seven (7) working days for fabrication and delivery. 48 hours notice is required for cancellation of previously scheduled deliveries and two (2) weeks notice of job requirements.
9	X	This proposal is based on pouring the walls and top slabs in all reinforced concrete box culverts monolithically.
10	X	24 hour notice for workman at jobsite and placement to be done on normal 8 hour shift excluding weekends and holidays.

SECTION VI- STANDARD EXCLUSIONS BY SELLER & FURNISHED BY BUYER

1	X	Cost of Inspections, crane inspections, testing, bonds, permits, penalties or Liquidated Damages.
2	X	Inserts, sleeves, rubatex, water stops, smooth dowels and /or dowel baskets, galvanized or epoxy coated dowels, threaded rebar, stud rails and placing of stud rails.
3	X	Cleaning, cutting, straightening, locating or rework of existing reinforcing steel, reinforcing extending from piles, or precast
4	X	Cutting, drilling of holes, grouting, field bending or dry-packing of reinforcing steel.
5	X	Burning, cutting, or drilling of structural steel/miscellaneous iron to pass reinforcing steel.
6	X	Protection and/or cleaning of others work, covering, painting, greasing or wrapping of reinforcing steel or smooth dowels.
7	X	Rebar Safety Caps or devices for covering rebar ends.
8	X	All welding and rebar welded to structural/ miscellaneous iron.
9	X	Blocking, chairing, wrapping and/or pulling of welded wire fabric.
10	X	All dead men, cables, labor and engineering of system for guying of rebar, if required.
11	X	Cleaning of tie wire clippings, tags and other spoils from work areas, cost of dumpster and composite crew cleanup, except as mutually agreed.
12	X	Lines, grades, steel racks, templates, scaffolding, safety rails, work platforms & ramps, sanitary facilities and jobsite access to drinking water.
13	X	Removal, grinding &/or patching of staples, nails, bolts and/or any other device used for the placement of concrete reinforcing accessories.
14	X	Reinforcing for Anchor Points (and the Anchor Points) for Shotcrete, Precast, Closure Pours, Precast Connections and Prestressing Items.
15	X	Sand Plated Chairs.
16	X	Test bars and test couplers (except those specifically called out in specs)
17	X	Adequate power and lighting when necessary.
18	X	Cost of reworking or replacing reinforcing steel damaged or lost due to flood, actions of buyer, other subcontractors or other acts of God.
19	X	Blocks, inspection tubes, wheels or spacers for clearances in drilled shafts or caissons.
20	X	Tie wire, accessories and field placing aids for F.O.B. materials.
21	X	Prevailing Wage Rates or Job Specific Labor Agreement Rates. Proposal based on Open Shop wages.
22	X	Design Engineering, Engineer stamping of drawings, Field Measurements and As-Built drawings.
23	X	Sitework, Masonry Rebar, Mock Ups, MSE Walls, Electrical Duct Bank, Equipment Pads, Pipe Encasement &/or Supports. (Unless specifically stated as included)
24	X	Supply & Installation of reinforcing for stair landings and treads.
25	X	Layout of TOW, TOF, EOW, expansion/construction joints, corners, doorways, blockouts and/or openings of any kind and Masonry Dowels.
26	X	Separate Pour Watchman, Fire Watchman, Safety Manager, QC Mgr, Traffic Control or Onsite Security.
27	X	Trim reinforcing for openings, penetrations, and inserts not specifically located on Structural Drawings.
28	X	Double handling costs, including costs to transport material from an unreasonably located area.
29	X	Unloading, handling &/or setting of FOB materials (including Prebuilt Drilled Shaft Cages).
30	X	Dust control, Storm Water management and/or similar eviromental programs.
31	X	Third party invoicing processing fees or enrollment in third party invoicing services.
32	X	Re-Detailing of shop drawings & reviewing/processing of changes will be at $65.00/Hr.
33	X	Building Information Modeling (BIM), 3D Modeling and similar, unless specifically stated otherwise. (TRLLC retains ownership of any 3D model it creates)
34	X	Non-standard work week and/or special work hours. (This bid proposal based on M-F, 8hrs/workday, daylight hours, unless specifically stated otherwise.)
35	X	LEED (or similar) certifcation.

SECTION VIII- TERMS AND CONDITIONS

1 **Terms of Sale**: Payment Terms – Subject to on-going credit approval: Net 30 days from date of invoice. Interest will be charged on all past due balances per the maximum rate allowed by law. Legal fees and costs will be paid as awarded to the prevailing party in the event of a legal dispute. Seller reserves the right to stop Work or demand security as required. Buyer agrees to pay Seller in accordance with the escalation policy as specifically identified in this proposal. "Work" is hereby defined as the performance of all work as listed above and included in any accepted Agreement, plus any changes, acceleration/out of sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others.

2 **Acceptance**: Prices of individual bid items are subject to renegotiation if Buyer elects not to accept this complete proposal as presented. If Seller is requested to proceed with the work prior to the execution of a mutually agreed Contract, or if the work is completed prior thereto, the Terms and Conditions herein shall govern pending said Agreement. No assignment of this proposal shall be made without our prior written consent. We reserve the right to sublet portions of our Work.

3 **Schedule**: Seller's price is based upon detailing, fabrication, and placing on a normal 5-day, Monday to Friday, 40 hour work week**,** daylight hours unless explicitly noted on the face hereof. Performance will be based on bid documents as provided for tender and industry standards/CRSI. Schedule and schedule changes to be mutually agreed. Buyer to provide Seller (48) hours' notice of cancellation or modifications to schedule deliveries, Buyer agrees to provide adequate notice for workmen required at the jobsite and sufficient work for at least one full shift. Detailing submittals will be sequenced in a manner appropriate to the construction schedule. Working schedules to be made by mutual agreement of the Contractor and Subcontractor to conform to Contractor's master schedule. In event duration times are provided by Subcontractor, it is agreed that time starts only when work areas are provided ready to receive installation in all respects, in accordance with OSHA and State safety regulations.

4 **Back Charges/Shipping Discrepancies**: No charges for labor or materials furnished by the Buyer shall be allowed as a credit unless authorized in writing by Seller within five (5) days of said occurrence. After a twenty four (24) hour period, all loads will be assumed to be verified.

5 **Safety**: Buyer will provide at no cost to Seller, general jobsite conditions conforming to OSHA standards and local governing authorities, including, but not limited to, adequate protection to ensure the safety of those working above reinforced steel as required, furnishing and installation of rebar safety caps or other OSHA compliant impalement hazard protection as required; Detection of/protection from underground and other utilities; Safe access, signage and other required warnings, flagging, barriers/barricades, general site and task lighting as required; Shoring, fall-protection anchorage points, walkways, approved scaffolding and staging in place as required, trenches, rails, snow and ice removal, all weather truck access; safe access to points of storage and work, etc. all as required.

6 **Insurance**: General Liability insurance will be provided solely for work performed by Seller and/or its engaged parties. Seller is not providing insurance for any liabilities that exceed Seller's responsibilities and/or liabilities. Additional Insured Endorsements may limit liabilities to those assumed under the Agreement and exclude Professional Liabilities. XCU, subsidence, Professional Liability, Aircraft, Pollution Liability and mold coverage are excluded as not applicable to this trade. Additional coverage or alternate requirements not set forth herein and mutually agreed are subject to availability and any additional costs. Seller excludes Builders Risk Insurance and return receipt requested notices for all certificates of insurance. Compliance requirements for any hired sub-subcontractors are subject to availability.
This bid proposal is based on Seller providing General Liability insurance of $2,000,000.00 . Any additional coverage may result in additional costs.

SECTION IX- CONDITIONS OF SALE EXCLUDED:

1 Pay if paid or "Pay when paid" conditions precedent for all properly completed work, including base scope of work, changes, acceleration/out of sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others("Work); Retention exceeding the rate withheld by Owner; Retention on F.O.B. items.
2 Indemnification, claim, and defense liabilities, responsibilities or damages exceeding any proportionate extent of cause by Seller's active negligence or willful misconduct.
3 Minority, DBE, DVBE, SBE, WBE and other special hiring status content, affiliation, or contribution to such requirements.
4 Risk, liabilities and responsibilities arising from existing conditions and preceding work exceeding visual inspection, including, but not limited to, field measurements, surveying, layout, forming and materials supplied by others; Costs arising from differing conditions and/or requirements from plans or drawings or bar lists provided for performance.
5 Design engineering and related Professional Liabilities and responsibilities; Costs and damages due to varying conditions and requirements.
6 Waiving any rights of dispute or redress; Costs/risks of claims against Owner for undisputed portions of our Work.
7 Forms and information requirements not mutually agreed; Unconditional forms of release in advance of receipt of funds; Releases that fail to exclude pending changes, unpaid balances, and retention as applicable; Releases for claims unrelated to payment for work performed; Non-conforming forms of waivers and releases within States that provide Statutory release language.
8 Reports, waivers, and other forms and contractual obligations related to bulk suppliers to our inventory stock who do not have lien rights.
9 Warranties exceeding Seller's scope of responsibilities or one (1) year; Guaranties of work performed by others; any forms of warranties, express or implied, of merchantability or fitness for purposes intended.
10 Risks and responsibilities for equipment and/or employees of Buyer or others providing services, or manning equipment used in connection with, but not within, Seller's scope of Work.
11 Liquidated and delay damages exceeding actual damages incurred, our scope of responsibility and/or our proportionate extent of cause, and for Force Majeure; Property damage, remedial work and/or replacement of Work and the work of others to the extent made necessary by others or Force Majeure.
12 Increased labor and material costs and/or damage in the event of project suspension or delay.
13 General Liability credits for any wrap-up insurance programs.
14 Prime contract terms, conditions, and scope in addition to, and/or in conflict with, a mutually agreed contract and Seller's scope of work and responsibilities as described herein.
15 Reports, submittals and data requirements not applicable to our trade, reasonably required or mutually agreed; Release of proprietary or other confidential information.
16 Any portion of fines or penalties exceeding the extent of cause by Seller; Any increased, surcharged or escalated portion of fines incurred by Buyer.
17 Enrollment/contributions to unions to which Subcontractor is not signatory; compliance with any additional or conflicting term, condition, or rate of pay, etc. between Seller's labor agreement and others affiliated with the Project.
18 Guarantors.
19 Site security.

SECTION X- ACCEPTANCE

The above proposal including all attached and referenced documents shall constitute a contract or shall be part of a contract is subject to on-going credit approval. Prices shown are for the complete project and NO single item price or group of prices are valid alone without the consent of the Seller. We reserve the right to modify/negotiate amendments to any Contractor issued forms of Agreement, as required to properly describe scope of work, pricing and mutually agreed terms and conditions.

Buyer: _____ Seller: **Tyler Reinforcing LLC**

By: _____ By: *Scott Pasternak*

Title: _____ Date: _____ Title: **Heavy Sales Manager** Date: _____

v22.1

Analyze Quotes

Folder: REDIMIX REDI MIX

Vendor Code:					ARIZONAMET	ROCKSOLIDC	DESERETRED
Vendor Name:					SUBROC	Rock Solid Con	Desert Redi Mix
Vendor Phone:					480-882-9984	480-496-9633	480-428-2280
Resourc	**Description**	**Quantity Unit**	**Plug Price**		**UP**	**UP**	**UP**
2CRMA	0 SACK CLSM	1,256.85 CY	110.000		104.000	110.250	111.250
2CRMA	1/2 SACK CLSM	5,475.75 CY	120.000		109.000	112.250	115.250
2CRMA	MAG A CONCRETE	18.90 CY	185.000		156.000	152.250	157.250
2CRMA	MAG AA CONCRETE	32.55 CY	185.000		160.000	159.000	165.250
2CRMA	MAG B CONCRETE	217.35 CY	185.000		154.000	150.250	153.250
2CRMA	MAG C CONCRETE	360.15 CY	185.000		152.000	144.250	149.250
2CRMA	GROUT	27.50 CY	185.000		161.000	168.750	185.000 P
FSC:	FUEL SERVICE CHARGE 739						24,024.00
SL:	SL FEES 5CYx$200/CYx100L				20,000.00	20,000.00	
Total Adjustments:					20,000.00	20,000.00	24,024.00
Totals:			916,786.75		848,367.75	870,522.73	895,428.44
Difference From Plug:					-68,419.00	-46,264.03	-21,358.31

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

CALPORTLAND®

Price Expiration:
10/01/2025
See acceptance clause below

Customer Name	ACHEN GARDNER CONSTRUCTION LLC	Attention	
Project Name	CITY OF CHANDLER WATER MAIN REPLACEMENT	City	CHANDLER
Project Address	CHANDLER BLVD & HARTFORD ST	C/St	
Office Phone		Fax	
Email			

Date	11/12/2024	Sales	MARK REINER	Cell #	(480) 620-4673	Email	mreiner@calportland.com	Quote #	147096
Customer #	1016934	Job Start	11/12/2024	Job End	10/01/2025				

Volume	Product Number	Description	Unit Price	UOM	Comments
1250.00	S0015701	0 SK ABC SLRY	$120.00	CY	
5500.00	PHCLSM	0.5 SK ABC SLURRY (PHCLSM 1/2)	$122.00	CY	
350.00	P2025C01	2000PSI #57 MAG C	$150.00	CY	
220.00	P2525B01	MAG B 2500PSI #57 ASH	$152.00	CY	
20.00	P3025A01	3000 PSI 1" MAG A, ASH	$154.00	CY	
30.00	P4025AA1	4000PSI #57 ASH MAG AA	$158.00	CY	
30.00	S90208S1	MAG RIPRAP GROUT	$181.00	CY	
7400	**Total Volume**		$ 25.00	LOAD	Environmental Fee
			$ 15.00	LOAD	Energy Fee
Fly ash and lightweight mixes subject to daily availability / All aggregates meet ASTM C 33.					

Comments : QUOTE INCLUDES 4/1/25 INCREASE, PRICE INCREASE 10/1/25 $10.00 CY EXPIRING 4/1/26

Subject to availability. CalPortland warrants that the concrete as delivered to this project will meet or exceed the design strength specified on the delivery ticket when evaluated in accordance with applicable ACI and ASTM standards. CalPortland does not provide Contractor Quality Control. CalPortland guarantees ticketed mix designs of less than 5,000psi for load of three yards or more. Mix strength for loads less than three yards is not guaranteed. Ticketed mix designs of 5,000psi or greater require a four-yard minimum. Three-yard minimum for all colored concrete. Concrete is a natural product. Seller cannot be responsible for variations in color, surface discoloration, popouts or variations in the finished product caused by finishing techniques or job site conditions. Due to potential reactive aggregates in Arizona, CalPortland recommends the use of a Class F Fly Ash to mitigate Alkali Silica Reactivity (ASR). Purchaser shall assume the liability for the use of a cement-only mix. On-site addition of allowable water per ASTM C94. CalPortland cannot guarantee single source materials.
CalPortland reserves the right to postpone or cancel any quotes, current jobs or accepted deliveries if unable to perform due to raw material shortages, allocations or government regulations. Prices subject to change due to drastic cost changes of the major components of concrete or Fees.
Concrete is batched and delivered at current ambient temperatures. Buyer is responsible for temperature controlled concrete (Ice/Tempered Water). Prices for temperature controlled concrete are available upon request.
Contractor is responsible for providing safe access to the point of delivery. CalPortland accepts no responsibility for damages to the premises beyond the curb line.
Customer shall provide and assume responsibility for an area or container for clean out of the concrete truck chutes. Additional color added by Buyer on-site subject to wash out fees.
All products quoted per Buyers request. Additional products or services ordered are subject to applicable charges.
The Energy and Environmental Fees charged herein may be more or less than the actual environmental or energy costs incurred by Seller in the production, storage and/or delivery of materials and are not designed nor intended to represent the specific environmental and/or energy costs incurred for any individual order.

Standard Operating hours	Loads batched outside Standard Operating Hours subject to applicable charges. Summer: 3:00AM – 2:00PM Winter: 5:00AM – 3:00PM Saturday: 5:00AM – 12:00PM
Standing Time:	$2.00 per minute beyond 5 minutes per CY.
Minimum Load Charges:	One Minimum Load Charge waived on orders of 1 full load or more. Under 6 CY = $200.00
Excessive Trucking Fee:	Split Loads or multiple Order Backs subject to Excessive Trucking Fees.
Energy Fee:	Variable Energy Fee based on U.S. Energy Information Administration On-Highway Diesel Energy Price Index and is adjusted weekly. https://www.eia.gov/petroleum/gasdiesel/
Terms:	All pricing is net 30 days with a valid credit application on file. All applicable sales taxes will be added to price.
Financing:	All invoices are due and payable within 30 days of the original billing date. A Finance Charge of 1.5% per month on a pro-rated portion thereof (12% Annual Percentage Rate) will be charged upon all balances not paid within 30 days or first appearance on a Statement. We impose a Fee of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not Fee debit cards.
General Terms & Conditions of Sale:	CalPortland Co. Terms and Conditions are applicable and included as page two of this quote. If you did not receive a copy, please contact CalPortland Sales Department at (602) 817-6950.
Acceptance:	For this job quotation to be effective, written acceptance must be received no later than 30 days after quote date.

NRMCA NATIONAL READY MIXED CONCRETE ASSOCIATION MATERIALS DIVISION MEMBER

Buyer Acceptance: _____

Name / Title: _____

Date: _____

Ready Mix Terms and Conditions

Customer #	1016934	**Customer Name**	ACHEN GARDNER CONSTRUCTION LLC
Quote #	147096	**Project Title**	CITY OF CHANDLER WATER MAIN REPLACEMENT

Tempered Water:	Heated Water $2.00 per cubic yard.
Ice:	$0.50 per pound (Requires 3 – 5 business days notice).
Non-Chloride Accelerator:	$0.09 per ounce.
Recover Set Delay Admixture:	$0.20 per ounce.
Micro Fiber:	$6.50 per pound.
Macro Fiber:	(Structural) Priced individually
	Please see manufacturer recommendation / specifications for suggested dosage rate.
Standard Liquid Color:	See mix detail for per yard pricing. Actual color of concrete may vary due to differences in cement, aggregates, job site conditions and finishing methods. Three-yard minimum load required.
Color Washouts:	$25.00 per load
Standby Charges:	$2.00 per minute beyond 5 minutes per cubic yard.
Minimum Load:	Under 6 CY = $200.00
Excessive Trucking:	One Excessive Trucking Fee of $200 will be assessed for each additional load required due to load sizes or multiple Order Backs.
Saturday Service:	$10.00 per cubic yard Saturday operating hours 5:00am – 12:00pm Loads delivered outside of operating hours subject to additional charges
Split Load Charges:	$250.00 per load.
Cancellation Charges:	All orders cancelled within 24 hours of scheduled delivery will be charged $10.00 per cubic yard or $250.00. Whichever is greater.
Return Concrete:	All loads returned with 5 cubic yards or more will be charged a Return Concrete Fee of $300.00 per load.

Special Provisions:

DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE
4011 PRESIDO STREET
MESA, AZ 85215
OFFICE: 480-428-2280 FAX: 480-985-4248

Begin Date:	November 26, 2024	Quote # :	24918
Expiration Date:	May 31, 2025	MAP/GRID	

Customer: **ACHEN GARDNER CONSTRUCTION, LLC**
Customer Code: ACHE001
Address:
CHANDLER, AZ 85224
Contact: PAUL EKSTROM (ESTIMATOR)
Phone: 480-940-1300
Fax:
Project: **CITY OF CHANDLER WATER MAIN REPLACEMENT**
Job Address: VARIOUS LOCATIONS IN CHANDLER
Terms Description: **2% 10TH NET 30**

Item Code	Item Description	Est. Qty	Price
S500000	ABC SLURRY (NO SACK)	1250 Yards	$104.00
SRP100	ASB-AGGREGATE SLURRY BACKFILL (SRP MIX IF NEEDED)	Per Yard	$104.00
S500501	PHCLSM.5 (1/2 SACK SLURRY COP)	5500 Yards	$108.00
SRP104	1/2 SACK MAG CLSM (SRP MIX IF NEEDED)	Per Yard	$108.00
A202001	MAG C 2000 PSI W/ASH	350 Yards	$138.00
A202501	MAG B 2500 PSI W/ASH	220 Yards	$142.00
A203001	MAG A 3000 PSI W/ASH	20 Yards	$146.00
A204001	MAG AA 4000 PSI W/ASH	30 Yards	$154.00
G402069	2000 PSI RIP RAP GROUT	30 Yards	$162.00
TC	TEMPERATURE CONTROL	Per Yard	$1.00
NOTE	ABOVE PRICING IS GOOD THROUGH 5/31/2025. IF THE		
	PROJECT IS NOT COMPLETE PLEASE ADD $4.00 PER YARD		
	TO THE SLURRY NUMBERS & $8.00 PER YARD TO THE		
	CONCRETE NUMBERS & WILL THEN BE GOOD THROUGH		
	12/31/2025. IF STILL NOT COMPLETE REPAET FOR AGAIN		
	FOR ANOTHER 6 MONTHS.		

* E – Environmental | S – Saturday Fee | F – Fuel Surcharge

DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE
4011 PRESIDO STREET
MESA, AZ 85215
OFFICE: 480-428-2280 FAX: 480-985-4248

Additional Fees

Fee ID *	UOM	Price
E01	Per Yard	$3.25
FSC	Per Load	$TBD

Minimum Load Fee

Less than or equal to	UOM	Price
2 Yards	Load	$0.00
3.5 Yards	Load	$0.00
5.5 Yards	Load	$0.00

- Normal operating hours are Mon-Fri, Sat, Sun or Holidays are subject to surcharges.
- Color added at no expressed guarantee.
- Drivers do not accept cash or make change.
- Desert Ready Mix reserves the right to increase prices due to RAW Material cost increases such as Cement, Fly Ash, Aggregates or unexpected Fuel increases.
- All specialized aggregate sales are based on availability.
- Deliveries less than 6 Cubic yards are subject to our minimum load charges.
- This quote does not guarantee product or service availability
- All Aggregates and Concrete deliveries include a per load fuel surcharge.

Quoted By: BRUCE A. TABET

* E – Environmental | S – Saturday Fee | F – Fuel Surcharge

ROCK SOLID
6741 W. Rock Solid Way, Box 5062, Chandler, AZ 85226
480 496-9633 (office)
www.rocksolidconcrete.com

Quote Number **Pending Start**

MATERIAL PRICE QUOTE

Quote Date	*3/1/25*
Prices Expire on:	*4/1/2026*

Customer Name *Achen Gardner Construction*
Project Name *City Of Chandler Water Main Replacement*
Project Address *Chandler Blvd & Hartford St, Chandler*
Contact Name Paul Ekstrom
Contact Phone 602-918-4931
Contact email pekstrom@achen.com

Source Plant: 1

Quantity	*Product Code*	Description	Application	Price	*U of M*	*Notes*
1250	*A1000*	*No Sack AB Slurry*		*$107.75*	CY	
5500	*A1050*	*1/2 Sack AB Slurry (PHCLSM 1/2)*		*$109.75*	CY	
350	*A2040*	*MAG C, 2000 psi Standard, 4" Slump*		*$141.75*	CY	
220	*A2540*	*MAG B, 2500 psi Standard, 4" Slump*		*$147.75*	CY	
20	*A3040*	*MAG A, 3000 psi Standard, 4" Slump*		*$149.75*	CY	
30	*A4040*	*MAG AA, 4000 psi Standard, 4" Slump*		*$156.75*	CY	
30	*C1600P*	*2000 psi C476 Grout, 8-11" Slump*	*Grout*	*$163.75*	CY	
7400	*P40*	***Environmental Fee***		*$0.00*	CY	
	P16	***Tempered Water***		*$0.00*	CY	
	FSC	***Fuel Surcharge***	***No Fuel Surcharge Currently***			
Price Escalation: Please Add $5 More per CY Starting 10/1/2025						

General Terms and Conditions:

Pricing above is based on Rock Solid as the primary supplier, Monday-Friday Delivery.

Customer is responsible for safe access to project point-of-delivery and mixer wash out area for all shipments.

Quote is valid for 30 days. Pricing is confirmed only upon receipt of signed acceptance (below) within 30 days of quote date.

Rock Solid Is not responsible for hardened concrete color and color variations between shipments of concrete containing color granules

Payment Terms: Net 30 days; **2% discount allowed if payment received by the 10th of the month following delivery**.

Prices do not include sales taxes. If Sales Tax Exemption Documents are not received prior to first delivery, sales taxes will be charged.

Cancellation of orders within 24 hours of shipment will result in a charge of $10 per cubic yard, minimum $250.

Standby Charges: Allowance of 6 min per cy to unload concrete. Thereafter, subject to fee of $1.50/minute to unload.

Delivery Charges: Less than 5 cy--$200

Saturday Plant Opening Fee: $2500

Non-Chloride Accelerator: $1.00/unit, 4 units= 1%;

Hydration Stabilizer: $1.10/level (approximately 30 min. per level)

Color washout Charge: $50 per load

Rock Solid mix designs include low alkali cement and fly ash to help mitigate potential for Alkali-Silica Reactivity (ASR) in concrete mixes. Purchaser assumes ASR liability for mixes requested without fly ash or low alkali cement. Rock Solid is not currently bidding any air entrained concrete mixes.

Quoted by: Joseph Altamirano
email: jaltamirano@rocksolidconcrete.com

Accepted by: _____
Date: _____

ver 06.14.23

Quote

3084

Sunroc Corporation

An EEO/AA Employer

PO Box 778

Orem, UT

https://sunroc.com

PROJECT	City of Chandler CMAR Project Water Main
CUSTOMER	ACHEN GARDNER CONSTRUCTION LLC (C132698)
CONTACT	Paul Ekstrom , (480) 403 9458
CONTACT EMAIL	pekstrom@achen.com
QUANTITY	7400 CY
DATE	13 Nov 2024
BID DATE	13 Nov 2024
END DATE	27 Feb 2026
ADDRESS	398 North Hartford Street Chandler, AZ, 85225

CONCRETE

CODE	NAME	PRICE	UOM	NOTES	WORK TYPES
0-05108	NO CEMENT SLURRY	$96.00	CY	1250cy	
0-55108	1/2 SAK PHCLSM SLURRY ASTM C-3	$101.00	CY	5500cy	
301111	MAG A STANDARD	$148.00	CY	20cy	
401110	MAG AA STANDARD	$152.00	CY	30cy	
251112	MAG B STANDARD	$146.00	CY	220cy	
201113	MAG C STANDARD	$144.00	CY	350cy	
203107	2000 PSI 3/8 GROUT	$153.00	CY	30cy	

ADMIXTURES

CODE	NAME	PRICE	UOM	NOTES
CHILLED	CHILLED WATER	$2.00	PER CY	
HOT	HOT WATER	$2.00	PER CY	

FEES

CODE	NAME	PRICE	UOM	NOTES
ENVIRO	ENVIRONMENTAL CHARGE	$20.00	LD	DELIVERY SURCHARGE
FUEL	FUEL SURCHARGE	$25.00	LD	
TECH	TECH ADMIN FEE	$5.00	LD	
DISPOSAL	DISPOSAL FEE	$150.00	EA	
CANCELLATION	CANCELLATION FEE	$8.00	CY	
DELCMIN13	PART LOAD DELIVERY FEE	$250.00	EA	1 - 3 CY
DELCMIN37	PART LOAD DELIVERY FEE	$200.00	EA	3.5 - 6.5 CY
SATCY	SATURDAY PER CY FEE	$8.00	CY	

ESCALATORS

ESCALATORS ON CONCRETE PRODUCTS	+$6.00 effective 01 Oct 2025

NOTES

Please fill out & return the attached JOB INFORMATION SHEET before ordering so the project can be set up correctly for billing purposes. Thanks, Brad

All prices are subject to credit approval and sales tax. Taxes are not included in quoted pricing. Included delivery fee per CYD is non-taxable. Opening fees for pours commencing between 6 pm and 4 am weekdays, weekends, and holidays are negotiated.

Signature and/or Acceptance of Material Constitutes that Owners or Contractors have read and agree to the Safety Cautions, Terms of Delivery and Release Details documented on the reverse side of this ticket.

SUNROC CORPORATION REPRESENTATIVE

NAME	Brad Keenan	EMAIL	bkeenan@sunroc.com
TITLE	Concrete Sales Manager	PHONE	(480) 650 9461

SIGNATURE

PLEASE READ CAREFULLY THE GENERAL TERMS & CONDITIONS ON THE REVERSE SIDE.
Such terms supersede all prior or contemporaneous agreements, representations and communications, both written and oral and fulfillment of Customer's order does not constitute acceptance of any additional or different terms or conditions in Purchaser's acceptance, Purchaser's purchase order, or other documentation purporting to order the same or equivalent goods contained in this document.

NOTIFICATION OF ACCEPTANCE MUST BE MADE WITHIN 14 DAYS OR THIS QUOTE WILL BE VOID AND PRICES WILL NEED TO BE RENEGOTIATED.
To confirm acceptance of these prices, as quoted, please return one signed copy.

SUNROC CORPORATION REPRESENTATIVE

SIGNATURE		NAME (PRINT)		DATE	

ACHEN GARDNER CONSTRUCTION LLC REPRESENTATIVE

SIGNATURE		NAME (PRINT)		DATE	

GENERAL TERMS AND CONDITIONS

1. CONDITION OF SALE: All accounts are due the 15th of the month following date of purchase. In the event payment is not made by the 15th of the month following purchase, Purchaser agrees to a reasonable attorney's fee, if collection is made, by suit or otherwise, plus a FINANCE CHARGE OF 1.5% per month (ANNUAL PERCENTAGE RATE OF 18.00%), and hereby waives all rights to claim exemption under state laws.
2. CREDIT: If at any time the financial responsibility of the Purchaser becomes unsatisfactory to Sunroc Corporation in its sole and absolute discretion, Sunroc Corporation reserves the right to require payments in advance, or satisfactory security or guarantee that invoices will be paid when due. If the Purchaser fails to comply with the terms of payment, Sunroc Corporation, reserves the right to cancel the unfilled portion of the contract without notice, Purchaser remaining liable for all unpaid accounts. No waiver of such rights shall be implied from any failure by Sunroc Corporation to exercise this option.
3. TAXES: Any taxes which are now levied, or may be levied during the life of this Contract, by the United States Government, or any State or political subdivision thereof, on the ready mixed concrete quoted herein, or its ingredients, or on the sale or purchase thereof, or on the incidental transportation charges, when the same are required to be paid by or collected by Sunroc Corporation shall be added to the prices named herein.
4. ESCALATION: Prices quoted herein are based on Sunroc Corporation's' existing labor costs, and costs of raw materials, and on the prevailing costs of the transportation of the raw materials, whether by public or private carrier. If such costs or rates increase during the life of this Contract, the prices on deliveries thereafter may be adjusted to compensate for the full amount of the charge.
5. MINIMUM LOADS: Prices are based on loads greater or equal to 4.00 cubic yards. A minimum load charge will be assessed for loads of less than 4.00 cubic yards.
6. OVERTIME DELIVERIES: Saturday and Sunday deliveries and all deliveries leaving the Sunroc Corporation plant before 6:00 A.M. and after 3:30 P.M. Monday through Friday may be assessed Overtime fees. Sunroc Corporation reserves the right to limit overtime deliveries. Hourly plant opening charges may also be assessed in overtime situations.
7. EXCESS UNLOADING TIME: The concrete prices quoted are based on prompt unloading of trucks. A maximum of 5 minutes per cubic yard is allowed for unloading. Demurrage will be charged on all trucks held at the job in excess of time allowed.
8. DELIVERY SCHEDULE: Delivery schedules will be fulfilled to the best of Sunroc Corporation's ability. No claims will be allowed because of failure to fulfill delivery schedules.
9. ROADWAYS: When ready mixed concrete is to be delivered to places other than on paved roadways, the Purchaser shall provide roadways or approaches permitting access of Sunroc Corporation's loaded trucks to the point of delivery under their own power. If Purchaser orders delivery to be made beyond the curb line or off the main roadway, the Purchaser agrees to assume all liability for damage to sidewalks, driveways, or other property caused by Sunroc Corporation's equipment in making such deliveries. The purchaser agrees to pay all towing charges if job site conditions cause equipment to become stuck or disabled.
10. WASHDOWN AREA: The Purchaser agrees to provide an area on the delivery site approximate to the delivery location for the cleaning and washdown of mixer chutes following completion of delivery. It is illegal to discharge wash water, dirt or debris onto roads or into storm drains or waterways. The area designated by the Purchaser for cleaning and washdown must meet environmental regulations and municipal laws and statutes. Sunroc Corporation's drivers will comply with environmental regulations.
11. SPECIFICATIONS AND DESIGNS: Cement and aggregates are guaranteed to meet the applicable A.S.T.M. specifications. Sunroc Corporation does not assume responsibility for any further guarantee unless made specifically in writing and attached to and made a part of this Contract. When the compressive strength of the concrete is to be guaranteed by Sunroc Corporation the properties shall be set by Sunroc Corporation and shall be such that when the concrete is tested as required by A.S.T.M. specification C94, it shall meet the applicable requirements of that specification. When design of mixes and control of concrete is required to be done by any other than Sunroc Corporation, Sunroc Corporation will not assume responsibility for the quality or the quantity of the resultant concrete, and Sunroc Corporation responsibility shall be considered to have been met in full when such concrete has been delivered to job site.
12. ADMIXTURES: If any admixtures, not regularly used and recommended by Sunroc Corporation are required by the Purchaser, they shall be furnished by the purchaser unless otherwise agreed upon. The Purchaser agrees to be exclusively responsible for the effect of such admixtures on the concrete. Any and all expenses incurred by Sunroc Corporation in handling Purchaser's admixtures shall be borne by the Purchaser. Sunroc Corporation is not responsible for the slump, strength or quality of any concrete to which water or any other material has been added by the Purchaser or at his request.
13. COLOR: Since the cement used in concrete mixes is manufactured by others, the color of the cement and the color of the concrete is not guaranteed. Sunroc Corporation uses a state-of-the-art color dispensing system to insure color consistency in all of Sunroc Corporation's colored products. However, there are other factors that influence the finished color that Sunroc Corporation has no control over i.e.: humidity, subgrade moisture, temperature, cement color, and finishing technique. Sunroc Corporation will make every reasonable effort to match color from day to day but cannot guarantee an exact match due to variables beyond Sunroc Corporation control.
14. CLAIMS: The Purchaser's claims of Sunroc Corporation's failure to meet the requirements of A.S.T.M. specification for Ready Mixed Concrete, Designation C94, shall be deemed waived unless made in writing within thirty days from time of delivery. Sunroc Corporation shall be given full opportunity to investigate such claims. Sunroc Corporation liability shall in no event exceed the delivered price of the concrete against which the claim is made.
15. VOLUME OF CONCRETE: Prices and quantities are based upon the WET VOLUME at the time of discharge from the delivery truck. Sunroc Corporation will not take plan measurements, or form measurements, or be subject to measuring the finished work to verify quantity delivered. Purchaser may at any time have a competent Laboratory make a yield check at the job site to determine the volume of wet concrete in any truck load, the expense of such tests to be borne by the Purchaser. Or upon notice from the Purchaser, Sunroc Corporation will make a yield check by the weight method on the job site in the presence of the Purchaser and without cost to the Purchaser. If the volume is found to be less than that shown on the delivery ticket Sunroc Corporation will immediately correct the deficiency and will compensate the Purchaser accordingly for that day's pour only, and not retroactive to any previous pours. Quantities as shown on delivery tickets shall be binding unless immediately proved in error.
16. TESTING AND INSPECTION: The Purchaser shall have the right to install his representative at the plant of Sunroc Corporation to do the designing, testing, and inspecting and oversee the weighting and mixing of the materials covered by this Contract. The Purchaser shall assume the expense of the designing, testing, and inspecting of the concrete and its ingredients when required to be done by any other than Sunroc Corporation and also the expense of submitting samples of material for approval, and preliminary concrete design tests if such tests are required.
17. FINISHED WORK NOT GUARANTEED: Sunroc Corporation having no control over the placing or the care of the concrete after unloading, will not, therefore, guarantee the finished work in which it is used. SUNROC CORPORATION MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MATERIALS/PRODUCTS PURCHASED AND DELIVERED IN CONNECTION HEREWITH, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW.
18. READY MIXED CONCRETE IS NOT RETURNABLE FOR CREDIT: No delivery is subject to cancellation after being loaded at Sunroc Corporation's plant.
19. TERRITORY: If this is a General Quotation, and not for a specified location or project, the quoted prices herein are for delivery within existing delivery areas.
20. FORCE MAJEURE: Sunroc Corporation shall not be liable for any delay or failure in performance results from any event of Force Majeure. The term "Force Majeure", as used in this Agreement, means cause or causes which are not within the control of the party or parties claiming Force Majeure, and includes, but is not limited to acts of God, including fire, flood, frosts, landslide, washout, atmospheric disturbances, lightning, storm, tornado, earthquake, acts of public enemy, including war, riot, blockage, insurrection, civil disturbances, strikes, lockouts, or material shortages.

From: Christian Hass
To: Paul Ekstrom
Cc: Aundreya Kraus
Subject: RE: City of Chandler CMAR Waterline Replacement Project
Date: Friday, October 4, 2024 1:01:12 PM
Importance: High

Paul and Aundreya,

Sorry for the delay. I had a family issue that had been a distraction.

I greatly appreciate you thinking of us and greatly appreciate the call.

The scope is a perfect introduction. We would certainly give Achen preferred scheduling and service.
Our fast set flow fill could be advantageous as well in certain areas.

I will follow up with formal quote, but in effort to get caught up,
please take this email as quote
MAG A $167 per yard
Fee's- Fuel… $ 17 per yard
Total per yard $185

Have a great Friday and weekend.

Thank You,

Christian Hass
Cell: 480-694-4653
Office: 602-888-8242
christian@americanmaterialscompany.com
www.americanmaterialscompany.com

AMERICAN MATERIALS

This letter and its enclosures are confidential and intended for the exclusive use of the addressee. If you are not the intended recipient, please notify the sender immediately and destroy this letter and its enclosures. Any unauthorized use, disclosure, or copying of this letter and its enclosures is strictly prohibited and may result in legal action

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From: Paul Ekstrom <PEkstrom@achen.com>
Sent: Tuesday, October 1, 2024 1:39 PM

To: Christian Hass <christian@americanmaterialscompany.com>
Cc: Aundreya Kraus <akraus@achen.com>
Subject: City of Chandler CMAR Waterline Replacement Project

Christian,

Thank you for taking my call this afternoon. Please reference attached map for Areas we are updating waterline mains. It is west of Arizona Ave. and north of Chandler Blvd.

We will run a new water service line to 300 residential meters. Each location we will remove and replace 5' of curb and a 5' x 5' sidewalk panel. There are a handful of Valley Gutters that we will cut through with the trench, along with 2 ADA Ramps that will require MAG A. Total of 206 CY. Please assume we will pour back 10 cy per day on average.

Please send us your quote by end of the week. We are providing Chandler with our Preliminary Budget Estimate next week.

Thank you in advance for helping us with this project.

Paul Ekstrom
Senior Estimator
Office: 480.403.9458 | Cell: 602.918.4931 | Email: pekstrom@achen.com

ACHEN-GARDNER CONSTRUCTION
100% EMPLOYEE OWNED
2195 W. Chandler Boulevard, Suite 200, Chandler AZ 85224
2425 West Wave Hill Court, Tucson AZ 85705
achen.com | facebook | twitter | linkedin | instagram | youtube

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Analyze Quotes

Folder: SAWCUT SAWCUT

Vendor Code:				MODERNCON	**AGCCOMPOS**	DISCOUNTSA
Vendor Name:				Modern Concret	**AGC COMPO**	DISCOUNT SA
Vendor Phone:				602-369-3613		623-206-8323
Resourc	**Description**	**Quantity Unit**	**Plug Price**	**UP**	**UP**	**UP**
4SAWA	SAWCUT AC 4"	55,714.00 LF	0.800	0.640	**0.680**	0.720
4SAWA	SAWCUT AC 8"	LF	2.000	2.000	**1.720**	1.440
4SAWC	SAWCUT CONCRETE 10"	504.00 LF	8.000	8.000	**8.750**	9.500
4SAWC	SAWCUT CONCRETE 4"	3,000.00 LF	2.000	1.800	**2.100**	2.400
4SAWC	SAWCUT CONCRETE 6"	1,184.00 LF	3.300	1.800	**2.850**	3.900
4SAWC	HORIZONTAL CURB CUT	1,184.00 LF	15.000	15.000	**15.000**	15.000 P
Mobilization:						2,000.00
Totals:			76,270.40	64,980.16	**69,729.92**	76,479.68
Difference From Plug:				-11,290.24	**-6,540.48**	209.28

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

Project #	Project Name	Owner		
WA2203.401	CITY OF CHANDLER WATER MAIN REPLACEMENT	City of Chandler		

SAWCUT

Client #	Description	Quantity	Units	Unit Price
	SAWCUT AC 4"	55714	LF	$ 0.72
	SAWCUT AC 8"	308	LF	$ 1.44
	SAWCUT CONCRETE 10"	504	LF	$ 9.50
	SAWCUT CONCRETE 4"	3000	LF	$ 2.40
	SAWCUT CONCRETE 6"	1184	LF	$ 3.90
	HORIZONTAL CURB CUT	1184	LF	

Bid Date
12/9/2024

Extended Price
$ 40,114.08
$ 443.52
$ 4,788.00
$ 7,200.00
$ 4,617.60

9.5

From: Patricia Brusha
To: Paul Ekstrom; Aundreya Kraus
Subject: Re: ACHEN GARDNER SOICITATION FOR QUOTES
Date: Thursday, December 5, 2024 1:40:12 PM
Attachments: 4134100-1_SAWCUT_DISCOUNTSAWC.xlsx

Good afternoon, here are our prices for this job.

Thank you very much.

Patricia Brusha

On Tue, Nov 12, 2024 at 2:26 PM <pekstrom@achen.com> wrote:

> GOOD AFTERNOON,
>
> ACHEN GARDNER CONSTRUCTION RESPECTFULLY REQUESTS QUOTES FOR OUR CITY OF CHANDLER CMAR PROJECT - WATER MAIN REPLACEMENT. PROJECT NO WA2203.401.
>
> THIS IS A 12 MONTH PROJECT WITH AN ANTICIPATED START DATE OF 03/17/2025. PLEASE HOLD PRICES GOOD THROUGH 02/27/2026.
>
> PLEASE REFERENCE PROJECT DOCUMENTS AVAIALBE THROUGH OUR SHARE LINK https://achen.box.com/v/COCWATERMAINREPLACE.
>
> IF YOU HAVE ANY QUESTIONS REGARDING THIS PROJECT PLEASE CALL AUNDREYA KRAUSE @ 602-831-4067, akrause@achen.com, OR PAUL EKSTROM @ 602-918-4931, pekstrom@achen.com.
>
> THANK YOU IN ADVANCE FOR YOU HELP WITH THIS PROJECT PURSUIT.

Project #	Project Name	Owner			Bid Date
WA2203.401	CITY OF CHANDLER WATER MAIN REPLACEMENT	City of Chandler			12/9/2024

SAWCUT

Client #	Description	Quantity	Units	Unit Price	Extended Price
	SAWCUT AC 4"	55714	LF	$ 0.64	$ 35,656.96
	SAWCUT AC 8"	308	LF	$ 2.00	$ 616.00
	SAWCUT CONCRETE 10"	504	LF	$ 8.00	$ 4,032.00
	SAWCUT CONCRETE 4"	3000	LF	$ 1.80	$ 5,400.00
	SAWCUT CONCRETE 6"	1184	LF	$ 1.80	$ 3,788.80
	HORIZONTAL CURB CUT	1184	LF		

Modern Concrete Cutting
modernconcretecutting@gmail.com
602.369.3613
David Snodgrass

MODERN CONCRETE CUTTING CO., LLC

Licensed • Bonded • Insured
Contractors License #252644

PO Box 11993 · Glendale, AZ 85318
Office: 602.369.3613

Asphalt Slab Sawing:

.17 In/Ft	2" – 5.5"	Deep
.19 In/Ft	5.5+" – 7.5"	Deep
.25 In/Ft	7.5+" – 9.5"	Deep
.30 In/Ft	9.5+" – 12.5"	Deep

Concrete Slab Sawing:

.50 In/Ft	1" – 5.5"	Deep
.55 In/Ft	5.5+" – 7.5"	Deep
.65 In/Ft	7.5+" – 9.5"	Deep
.80 In/Ft	9.5+" – 12.5"	Deep

Green Concrete: .40 In/Ft
Curb Cuts: $10.00 each; Curb and Gutter Cuts: $15.00 each
Joint cut between curb and asphalt up to 6" deep: .30 In/Ft
Radius Cuts: Additional .15 In/Ft

Minimum Charge for Slab Sawing is $150.00 plus Travel
$25.00 Travel Charge on all in-town jobs

Same Day Cut - $25.00 Additional
Non-cut show-up charge - $75.00
Stand-by, Layout, Prep time - $100.00/man hr.
Moves between cuts on same job - $10.00 ea.; $20 ea. w/vacuum
Night and Saturday cuts - $100.00 Additional
Sunday cuts - $150.00 Additional
Deep Cuts of 8" or More - $250.00 Minimum plus Travel
Out of town work - $250.00 Minimum (not including travel)
Out of Town Travel - $2.00/mile, one way
On-site Vacuum Rental - $30.00 (location to dump must be on-site)
Vacuum Slurry - .15 In/Ft, $50.00 Minimum (location to dump must be on-site)
Blade side change - $15.00

Special Quotes for Special and Larger Projects

Modern Concrete Cutting assumes no responsibility for layout or for cutting any unknown obstructions, for traffic control clean-up or for the cleanliness of the job and reserves the right to go hourly at $150.00 per hour on all jobs not under contract. All prices are subject to change.

Analyze Quotes

Folder: SLURRYSEAL SLURRYSEAL

Vendor Code:							**SOUTHWES**	VIASUN		
Vendor Name:							**Southwest Sl**	Viasun Corpo		
Vendor Phone:							**623-582-1919**	480-268-9669		
Bid	**Activit**	**Resour**	**Description**	**Quantity**	**Unit**	**Plug Pric**	**UP**	**UP**		**UP**
155	200450	4SLUR	SLURRY SEAL, TYPE II	72,937.00	SY	1.250	**3.100**	3.400		
Totals:						91,171.25	**226,104.70**	247,985.80		
Difference From Plug:							**134,933.45**	156,814.55		

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

To:	ACHEN GARDNER	**Contact:**	Paul Ekstrom
Address:	2195 W. CHANDLER BLVD	**Phone:**	(480) 940-1300
	CHANDLER.AZ.85224 MARICOPA	**Fax:**	
Project Name:	CHANDLER WATER MAIN	**Bid Number:**	
Project Location:	VARIOUS LOCATIONS, CHANDLER, AZ	**Bid Date:**	11/18/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
200	**CRACK SEALING:** Cracks 1/4" And Wider Will Be Blown Out With Compressed Air And Then Sealed With Hot-Applied Polymer Sealant.	145,241.00	LF	$0.55	$79,882.55
700	**TYPE-II SLURRY SEAL:** Pavement Areas Will Be Cleaned With Automated Brooms And Blowers, Then One Coat Of Type-II Cationic Slurry Will Be Applied. Application Rate ~ 12-20 Pounds Per Square-Yard. Following Time For Drying, The New Slurry Surface Will Be Compacted With Rubber-Tire Rollers.	72,937.00	SY	$3.10	$226,104.70

Total Bid Price: $305,987.25

Notes:

- Standard Terms and Conditions to follow.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices are valid for 14 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 14 days. Final material pricing expires 3 months from quote date with PO or LOI.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

To:	ACHEN GARDNER	**Contact:**	Paul Ekstrom
Address:	2195 W. CHANDLER BLVD CHANDLER.AZ.85224 MARICOPA	**Phone:** **Fax:**	(480) 940-1300
Project Name:	CHANDLER WATER MAIN	**Bid Number:**	
Project Location:	VARIOUS LOCATIONS, CHANDLER, AZ	**Bid Date:**	11/18/2024

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Southwest Slurry Seal** **Authorized Signature:** _____ **Estimator:** Bill Downing billd@southwestslurryseal.com

Analyze Quotes

Folder: STRIPING STRIPING

Vendor Code:							**FRANKLINS**	FALCONCO	HULXECON
Vendor Name:							**Franklin Stri**	Falcon Contra	Hulxe Constu
Vendor Phone:							**480-898-1180**	602-692-0899	480-450-2372
Bid	**Activit**	**Resour**	**Description**	**Quantity**	**Unit**	**Plug Pric**	**UP**	**UP**	**UP**
290	200480	4STRI	4" (EQUIVALENT) YELL	11,165.00	LF	0.500	**0.150**	0.200	0.200
292	200480	4STRI	4" (EQUIVALENT) WHIT	11,112.00	LF	0.500	**0.150**	0.200	0.200
294	200480	4STRI	RIGHT TURN ARROW	1.00	EA	200.000	**185.000**	365.000	200.000
296	200480	4STRI	LEFT TURN ARROW	2.00	EA	200.000	**185.000**	365.000	200.000
298	200480	4STRI	BIKE LANE ARROW	8.00	EA	200.000	**185.000**	365.000	185.000
300	200480	4STRI	BIKE LANE RIDER	8.00	EA	200.000	**65.000**	460.000	135.000
302	200480	4STRI	4" (EQUIVALENT) YELL	11,165.00	LF	1.000	**0.510**	0.650	0.400
304	230048	4STRI	4" (EQUIVALENT) WHIT	11,112.00	LF	1.000	**0.510**	0.650	0.400
306	200480	4STRI	COC DTL C-234 SPEED H	44.00	EA	200.000	**175.000**	181.020	185.000
Mobilization:							**10,000.00**	12,500.00	22,000.00
$ Adjustment:							**12,000.00**	2,001.00	3,120.00
Total Adjustments:							**22,000.00**	14,501.00	25,120.00
Totals:						46,015.50	**46,957.82**	49,096.33	49,786.20
Difference From Plug:							**942.32**	3,080.83	3,770.70

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

Franklin Striping, Inc.
2832 S. 45th Street
Phoenix, AZ 85040
Phone: (480) 898-1180
Fax: (480) 668-9688

QUOTE NO: 121324

ATTENTION: ESTIMATING DEPARTMENT

PROJECT: CITY OF CHANDLER WATER MAIN REPLACEMENT
PROJECT # WA2203.401 **DATE:** 12/6/2024
LOCATION ERIE ST & ALMA SCHOOL RD

ITEM NO.	SCOPE OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	4" EQUIV. YELLOW PAINT	11165	LF	$0.15	$1,674.75
	4" EQUIV. WHITE PAINT	11112	LF	$0.15	$1,666.80
	RIGHT TURN ARROW (PAINT)	1	EA	$60.00	$60.00
	LEFT TURN ARROW (PAINT)	2	EA	$60.00	$120.00
	BIKE GUY & ARROW (PAINT)	8	EA	$65.00	$520.00
	4" EQUIV YELLOW THERMO (LL 60MIL/SL 90MIL)	11165	LF	$0.51	$5,694.15
	4" EQUIV WHITE THERMO (LL 60MIL/SL 90MIL)	11112	LF	$0.51	$5,667.12
	RIGHT TURN ARROW (THERMO) (EXTRUDED)	1	EA	$125.00	$125.00
	LEFT TURN ARROW (THERMO) (EXTRUDED)	2	EA	$125.00	$250.00
	SPEED HUMP CHEVRONS (TAPE)	44	EA	$175.00	$7,700.00
	MOBILIZATION	2	EA	$1,000.00	$2,000.00
TOTAL	**BID PRICE:**				**$25,477.82**

***** ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT $1000.00 EACH FOR STRIPING.**

To schedule projects, email us at: scheduling@franklinstriping.com

DISCLAIMER:

Quantities shown above are an estimate only, actual field quantities installed will be used for billing purpose.
Excludes: Police Officer, Traffic control, barricades, signage, bonds, sales tax, permits, survey, sweeping, as builts, water supply, dump site, shadow truck, diamond grinding, obliteration, slurry seal or sealer for obliteration scarring, removal of curing compound from pccp & removal of chip seal markers.
Additional Mobilization Charges May Be Applied From Circumstances Beyond Our Control Which Would Prohibit The Above Mentioned Work From Being Completed As Scheduled.
(i.e. UNMOVED VEHICLES, TRAILER, SPRINKLERS, OR EXCESSIVELY DIRTY AREAS ETC.)

****FSI REQUIRES 15 DAYS NOTICE PRIOR TO ANY PAVEMENT MARKING NEEDED****

**** Contractor is to provide Striping Survey. Reference ADOT Standard Specifications 2021 Edition**
**** Sec.-925. Contractor to supply Survey Control points to be set every 50ft.**

**** If striping survey is not completed per ADOT Standard Specifications, a cost of $500.00/hour will be charged to layout.**

**** Franklin Striping Inc. will warranty the striping for 1 year.**

All material is guaranteed to be as specified and preformed in accordance with the drawings and specifications submitted for the above mentioned work and completed in a substantial workmanlike manner. Payment terms to be NET 30. This proposal is valid for 60 days. Licensed and Bonded.
Lic No. 115703 & 238964

SINCERELY,
PHIL KOWALCZYK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____

PO#: _____

Analyze Quotes

Folder: SURVEY SURVEY

Vendor Code:					**EPSGROUP**	RICKENG	
Vendor Name:					**EPS Group**	Rick Engineeri	
Vendor Phone:					**480-503-2250**	480-922-0780	
Bid	**Resour**	**Description**	**Quantity**	**Unit** **Plug Pric**	**UP**	**UP**	**UP**
100	4SURV	CONSTRUCTION SURVEY	21,531.00	LF 9.560	**5.950**	6.790	
110	4SURV	CONSTRUCTION WORKIN	21,531.00	LF 0.484	**2.000**	1.440	
Totals:				216,257.36	**171,171.45**	177,200.13	
Difference From Plug:					**-45,085.91**	-39,057.23	

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

1130 N. Alma School Road, Suite 120, Mesa, AZ 85201 | T: 480.503.2250 | F: 480.503.2258 | **www.epsgroupinc.com**

December 6, 2024

Aundreya Kraus
Achen-Gardner Construction

Re: City of Chandler Water Main Replacement

As requested, I am pleased to provide a proposal for construction staking services on the above referenced project. I have prepared this proposal from GHD's Civil Plans dated 05-24-24. I have included the following to be considered as an express part of our agreement:

Attachment "A" – Scope of Services/Fee Schedule/Assumptions & Exclusions.

We look forward to continuing our working relationship with you and your company. If you have any questions or concerns, please feel free to call me at your convenience at 480-206-1712 or email me at derek.lundquist@epsgroupinc.com.

Sincerely,

Derek Lundquist
Survey Project Manager
EPS Group, Inc

CONSTRUCTION STAKING SCOPE & FEE SCHEDULE FOR:

City of Chandler - Water Main Replacement

1	**Calibration and Control** • Calibrate site horizontally and vertically and produce horizontal control sheet for staking project. Establish additional onsite control for use during project.	$3,040
2	**QA/QC** • Provide point sheets, plans and calculations necessary for field crew to perform layout and as-builts. • Check field data to ensure quality of work.	$8,325
3	**Water** • Stake alignment with a single offset at 50' intervals and grade to invert. • Stake valves, horizontal/vertical bends, tees, caps, meters and tie-in locations with a single offset and grade to invert. • Stake fire hydrants with a double offset and grade to finished grade. • Staking will be completed in 1000' sections.	$20,900
4	**As-Builts/GIS** • Provide civil as-built data per City of Peoria requirements onto approved construction plans only. • Landscape and Irrigation plan as-builts are not included. • EPS will provide as-built drawings by digital copy only.	$43,000
	TOTAL FEE, ABOVE SERVICES*	$75,265.00

*This is for information only. The project will be billed at a lump sum fee.

Assumptions/Exclusions

1. Please review this proposal carefully, as we have attempted to provide a complete Scope of Services for your project. Any items requested to be staked during the course of construction, but not listed in the Scope of Services, will be considered non-contract additional services. Additional and re-staking services will be invoiced at our current hourly rate.

2. Any questions regarding the accuracy of construction staking will not be considered unless the Surveyor's reference points and stakes are preserved intact in their original and undisturbed state. The survey director/field supervisor must be notified immediately if any inaccuracy of construction is suspected.

3. A minimum 48 to 72-hour working day notice will be required for scheduling work.

4. Contract staking, additional staking and re-staking services shall be performed on an "upon request" basis, and must be approved by the General Contractor or Owner prior to their request.

5. All staking shall be performed one time only under the Fee Schedule, unless otherwise noted.

6. The Surveyor shall coordinate directly with the General Contractor to determine offset distances and lath markings, or if unavailable, the surveyor will use industry standards. The Surveyor shall provide cut sheets to the General Contractor upon request.

7. The General Contractor is responsible for scheduling as-builts with a 48-hour working day notice. Utility as-builts must be obtained prior to backfill or they may have to be exposed or potholed at a later date.

8. This proposal is based on receiving digital data, i.e., CAD files from the Engineer of Record, including PDF or a hard copy of the approved stamped plans.

9. The General Contractor and his subcontractors shall maintain and use sets of approved plans at the project site, and verify to the best of their ability the accuracy all stakes prior to construction. The General Contractor and his subcontractors shall not be liable for the accuracy of the Surveyor's stakes unless disturbed prior to construction.

10. Any changes in or additions to the Project within its general scope will result in a fee adjustment or change order.

11. This bid is for construction staking services only. The horizontal control portion of the services does not include setting property corners unless EPS is the original Surveyor of Record for the property, prior to the construction phase.

12. This scope and fee proposal does not include Engineer's Certifications, Substantial Completion letters, filing of "Approval of Construction" (AOC), for water & sewer, etc. This task is not in the purview of a Land Surveyor, but rather the Engineer of Record with no exceptions.

13. Any and all ALTA Surveys, Topo Maps, Legal Descriptions, Record of Surveys, setting of property pins is excluded in its entirety.

Analyze Quotes

Folder: SWPPP SWPPP

Vendor Code:					**TERRAFIRM**	OFFSITESWE	RDSTORMWA
Vendor Name:					**Terra Firma L**	Off Site Sweepi	R&D Storm Wa
Vendor Phone:					**970-481-2521**	480-272-6393	602-374-7560
Resourc	**Description**	**Quantity**	**Unit**	**Plug Price**	**UP**	**UP**	**UP**
4SWPE	SWPPP STABILIZED ENTRA	3.00	EA	2,850.000	**2,875.000**	2,900.000	2,850.000
4SWPIN	SWPPP INSPECTIONS	22.00	EA	250.000	**200.000**	200.000	250.000
4SWPM	SWPPP MOBILIZATION	6.00	EA	450.000	**400.000**	500.000	450.000
4SWPPL	SWPPP PLAN	1.00	EA	2,450.000	**1,450.000**	2,000.000	2,450.000
4SWPR	SWPPP RAIN INSPECTIONS	5.00	EA	250.000	**200.000**	200.000	250.000
4SWPSI	ADEQ SIGN	1.00	EA	750.000	**450.000**	400.000	750.000
4SWPS	SWPPP SOXX & INLET PROT	3.00	EA	10,120.000	**10,120.000**	10,120.000	10,120.000
4SWPW	CONCRETE WASHOUT	12.00	EA	850.000	**800.000**	750.000	850.000
Totals:				61,760.00	**58,285.00**	58,860.00	61,760.00
Difference From Plug:					**-3,475.00**	-2,900.00	

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

Quote for: CoC 4134100-01 Water Main Replacement

Terra Firma, LLC
PO Box 2745 Scottsdale, AZ 85252
970.481.2521 | ayreson@terrafirma.life

CUSTOMER:
Achen-Gardner Construction

TODAY'S DATE:
11/12/24

CUSTOMER ADDRESS:
2195 W Chandler Blvd #200
Chandler, AZ 85224

PROJECT:
CoC 4134100-01 Water Main Replacement

PREPARED BY:
Ayreson Burks

PAYMENT TERMS:
Net 30

QTY	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
1	SWPPP Manual (GC responsible to file for NOI)	EA	$1,450.00	$1,450.00
24	Routine Inspection (Bi-Weekly | 24 per year)	EA	$200.00	$4,800.00
6	Storm Event Inspection (Varies on routine frequency & weather)	EA	$200.00	$1,200.00
1	AZPDES CGP Sign (Price may vary on Project Owner/City/County)	EA	$100.00	$100.00
1	Maricopa County Permit Sign (Price may vary on Project Owner/City/County req. 5ac≥ disturbed)	EA	$350.00	$350.00
1125	8" HydroSock | Stakes sold separately	LF	$1.35	$1,518.75
5	1"x2"x18" Wood Stake | 50 to a bundle	EA	$27.00	$135.00
20	Inlet Protection | 6 foot length	EA	$70.00	$1,400.00
10	Drop Inlet Protection | Fabric & secured	EA	$40.00	$400.00
1	Maintenance | Install est. per visit, prior approval by client	EA	$250.00	$250.00
1	Delivery of Material | est. cost associated with this quote	EA	$150.00	$150.00
0	Street Sweeping		Pricing upon Req	
0	Water Truck		Pricing upon Req	
0	Concrete Washout | Straw Bale+Tarp+Perimeter Control		Pricing upon Req	
			Total:	$11,753.75

Terms & Conditions:

1. This proposal must be attached to any Subcontract or Purchase Order as an Exhibit.
2. Terms of this proposal will prevail over contract or PO documents in the event of conflicting verbiage.
3. Terra Firma, LLC must have a completed contract and/or PO# on file before commencing any services.
4. Quote is for original SWPPP install and does not include replacement of damaged or worn sediment/erosion control measures.
   a. All Materials, labor, and equipment to be in AZPDES/NPDES permit compliance.
5. Number of inspections performed may vary from quoted amount.
   a. Terra Firma, LLC shall bill only for the actual number of inspections, and material used/installed on project.
   b. Storm Event inspections shall be billed at quoted unit price, and on a per occurrence basis.
   c. Inspection recommendations for corrections will be approved by the permit holder/operator.
6. If this quote is not accepted within 30 days, Terra Firma, LLC reserves the right to modify prices, terms, and or quantities.
7. Quote excludes surveying, staking, permit costs.
8. Payment is Net 30 days.
   a. In the event of failure to pay any amount when due, Terra Firma LLC, may immediately suspend work or terminate this agreement.

Analyze Quotes

Folder: TRUCKING TRUCKING

Vendor Code:			**GBTRUCKING**	ARIZONA HEA	BUESINGCORP
Vendor Name:			**GB Trucking**	ARIZONA HEA	Buesing Corp
Vendor Phone:			**623-398-7178**		602-233-3339
Description	**Quantity Unit**	**Plug Price**	**UP**	**UP**	**UP**
TRUCKING SUB SUPER 16 ONS	9,938.80 HR	135.000	**133.350**	146.250	
Totals:		1,341,738.00	**1,325,338.98**	1,453,549.50	
Difference From Plug:			**-16,399.02**	111,811.50	-1,341,738.00

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

Achen Gardner Construction, LLC.

2195 West Chandler Boulevard, Suite 200, Chandler, Arizona 85224
480-940-1300
www.achen.com

Request For Quotation

Today's Date: **07/18/2024**

To: **GB Trucking**
5249 West Taro Lane
Glendale AZ 85308
(623) 398-7178

Attention: **Genci Brusha**
gencibrusha@gmail.com
(623) 398-7178

Project: **CITY OF CHANDLER, CHANDLER HEIGHTS RD. IMPROVEMENT**
Project Number: **ST1804.401**
Owner: **City of Chandler**
Owner Bid Date: **8/8/2024**

Price Due to Achen: 8/5/2024

Please use the following link to download the documents related to this project:

https://achen.box.com/v/COCChandlerHghtsIMP

Please send quotes and/or questions regarding this project to the following:

Estimator: PE
Email: pekstrom@achen.com
Phone: 602.918.4931

TRUCKING

Client #	Description	Quantity	Units	Unit Price
2600310	HAUL & DUMP TRASH/VEG	0	HR	
2600120	REMOVE SL,TS,SIGN, FOUNDATIONS	0	HR	

2300100	PLACE & FINISH 12" ABC IN 2' PATCH BACK 2 LIFTS	28	HR	$120.00
2700941	HAUL & DUMP PIPE/TRASH	0	HR	
2600010	REMOVE AC	123	HR	$120.00
2600020	REMOVE CURB	0	HR	
2600210	REMOVE DITCH LINING	0	HR	
2600030	REMOVE SIDEWALK/RAMP 4"-6"	0	HR	
2600040	REMOVE 8" OR GREATER CONCRETE	0	HR	
2600130	REMOVE CONC/CMU WALL AND FOOTING	0	HR	
2600130	REMOVE CONC/CMU WALL AND FOOTING	0	HR	
2703054	HAUL & DUMP SPOILS	0	HR	
2704006	HAUL & DUMP SPOILS	0	HR	
2700940	HAUL & DUMP PIPE/TRASH	0	HR	
2700940	HAUL & DUMP PIPE/TRASH	0	HR	
2710100	HAUL & DUMP SPOILS	0	HR	
2701008	HAUL & DUMP SPOILS	0	HR	
2710180	HAUL & DUMP SPOILS	0	HR	
2710180	HAUL & DUMP SPOILS	0	HR	
2709012	HAUL & DUMP SPOILS	0	HR	
2709018	HAUL & DUMP SPOILS	0	HR	
2709024	HAUL & DUMP SPOILS	0	HR	
2709024	HAUL & DUMP SPOILS	0	HR	

2709024	HAUL & DUMP SPOILS	0	HR	
2710161	HAUL & DUMP SPOILS	0	HR	

Project Information:COC CHANDLER HEIGHTS IMPROVEMENTS, GILBERT TO VAL VISTA. FEDERAL FUNDED, REQUIRING CERTIFIED PAYROLL. FED PROJECT #CHN-0(244)D. ADOT PROJECT #T0203 01C

Location: CITY OF CHANDLER, CHANDLER HEIGHTS ROAD, FROM GILBERT RD TO VAL VISTA DRIVE
Anticipated NTP:APPROX. 10/07/2024
Hold Pricing Through: 3RD QUARTER 2025

Analyze Quotes

Folder: UG SUB UG SUB

Vendor Code:							**RKSPLUMB**		
Vendor Name:							**RKS Plumbi**		
Vendor Phone:							**602-996-1866**		
Bid	**Activit**	**Resour**	**Description**	**Quantity**	**Unit**	**Plug Pric**	**UP**	**UP**	**UP**
390	200520	4UGSU	PRIVATE SERVICES (CU	1.00	LS	922,606.000	**988,500.000**		
Bond:							**20,173.47**		
Totals:						922,606.00	**1,008,673.47**		
Difference From Plug:							**86,067.47**		

Total Minority:

Note:
A 'P' beside a price indicates a plug price.
Bold indicates that the vendor is selected.

From:	Matt Fallon
To:	Paul Ekstrom; Christie Hall; Abigail Goode; Cody Nunez; Jacob Gamboa; Bryan Mueller
Cc:	Nich Stachel; Stephen Sornsin; Gabriel Guerrero
Subject:	COC private services
Date:	Wednesday, December 4, 2024 6:27:49 PM

Per meeting discussions please see below for updated pricing for this site. Contact me Thursday with any questions. I believe this covers everything we discussed today.
Our pricing for private services for volume 2 red line plans is $988,500.00.
PEX A pipe to be installed. Fittings to be shark bite type with wrapping of joints.
Tracer wire to be installed per plan notes.
Bottom of trench 26”-28”. No sand bedding. Top of pipe to be 24”minumum from grade.
Backfill first 6” with sand. Remove excess dirt from site.
Walk behind trencher to be used. 4” wide trench. Compact as necessary.
Bore per plans if possible. Bore and receiver pit to be 3’x3’ if possible.
Sleeve only per specific pages.
Boring will not be done if crossing of utilities appears to be a safety issue.
Remove and replace hardscape as needed per plans.
Joint to joint cutting only if noted on specific plan page.
Badging is required and RKS to be compensated.
This price excludes taxes, bonds, and permits.
Excludes removing or replacing landscaping trees, bushes, sod replacement, arborist, stump grinding.
Excludes removal and replacing of artificial turf.
Excludes boring per mag standards.
Excludes private locator.
Excludes asphalt repairs.
Excludes moving or relocating private property.
Excludes video of properties.

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-097

Date: April 10, 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: Professional Services Agreement No. ST2303.501, SRP Contract No. 4224547, with Salt River Project (SRP), for the Cooper Road/Insight Way Loop Extension Improvements Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. ST2303.501, SRP Contract No. 4224547, to SRP, for the Cooper Road/Insight Way Loop Extension Improvements Design Services, in an amount not to exceed $243,133.

Background/Discussion:

The Cooper Road/Insight Way Loop Extension Improvements include 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 and 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 the east side of Emmett Drive. This project will also include a new southern entrance to the Chandler Airport for access to future development/hangars.

As part of the project, SRP will provide professional services for the design of their affected electrical facilities. SRP has provided a conceptual overall design and

construction project estimate of $243,133.

Evaluation:

SRP will self-perform the design and evaluation of their affected electrical facilities. The city is required to reimburse SRP for all associated costs.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
415.3310.6517.0.6ST765	Impact Fee	Cooper Road/Insight Loop Extension	$36,232.00	Y
401.3310.6517.0.6ST765	Capital General Fund	Cooper Road/Insight Loop Extension	$134,718.00	Y
411.3310.6210.0.6ST765	GO Bonds	Cooper Road/Insight Loop Extension	$72,183.00	Y

Attachments

Agreement - SRP

Location Map

Design Services Contract
(Municipal – Distribution)

Customer Construction Services
SRP XCT-320
P.O. Box 52025
Phoenix, AZ 85072-2025

Contract #: 4224547
Issue Date: 02/20/2025

ATTN: WARREN WHITE
CITY OF CHANDLER

SRP Contact: Clifton Rains
Contact Phone: 602-236-0423
Contact Fax:

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and CITY OF CHANDLER, a municipal corporation organized and existing under the laws of the State of Arizona, (Municipality) enter into this contract (Contract) for the design of electrical facilities for the following Municipality project (Project):

Project:	CUS UE CH COOPER-INSIGHT LOOP CONV	**Work Order #:**	T3631341
Location:	COOPER ROAD/INSIGHT WAY FROM QUEEN CREEK BOULEVARD TO EMMET DRIVE, CHANDLER	**Municipality Job #:**	ST2303201

This Contract includes the attached Terms and Conditions, and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, any changes, amendments or modifications to this Contract shall be in writing and signed by both parties.

Municipality understands that SRP will not begin design until Municipality signs and returns this Contract. Upon receipt of the signed Contract, SRP will commence design and defer collecting any design fees or costs until the parties execute a contract for construction of the Project.

Upon completion of the job design, SRP shall provide to the Municipality a set of design drawings and a contract for construction of the Project. If Municipality desires SRP to proceed with construction of the Project in accordance with the design drawings, Municipality shall execute and return the Construction Services Contract and pay SRP the specified fees for construction of the Project. Municipality acknowledges and agrees that the fees payable under the Construction Services Contract will include the design fees and costs incurred by SRP under this Contract. **If Municipality cancels the Project at any time, or if Municipality fails to execute a contract with SRP for construction of the Project within 120 days after SRP delivers design drawings for the Project to Municipality, Municipality agrees to reimburse SRP for the design fees and costs incurred by SRP under this Contract.**

For informational purposes only, the following conceptual Project estimate is provided to the Municipality. This conceptual estimate is non-binding.

Conceptual Project Estimate:	$243,133.00
Comments:	Customer to install approximately 1,350 linear feet of trench & conduit. Customer responsible for backfill and restoration. SRP to install approximately 1 single phase pad mounted device(s). SRP to install approximately 2 three phase pad mounted device(s). SRP to install approximately 1 riser(s). SRP to install approximately 8,409 feet of aluminum conductor.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved Municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes Municipality's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If Municipality is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Municipality shall be responsible for paying additional costs of the redesign work. If Municipality changes 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 and engineering costs.

SRP's delivery of this Contract to Municipality constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. Municipality may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Contract to SRP within 120 days of the date first set forth above.

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

For Customer:

Authorized Signature: Daniel Haskins Date: 3/14/2025

Printed Name: Daniel Haskins Title: CIP City Engineer

For SRP:

Authorized Signature: _____ Date: _____

Printed Name: Clifton Rains Title: _____

Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at www.srpnet.com and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the Contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and Municipality shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense.
13. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and Municipality agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and Municipality hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.
16. SRP's summer outage moratorium from May through September may result in delay in completing this Project.

City Project No.: **ST2303.501**

City Project Name**:** **Cooper Road/Insight Way Loop Extension Improvements**

SRP Project Name: **CUS UE CH COOPER-INSIGHT LOOP CONV**

SRP Job Work Order No.: **T3631341**

Job Location: **COOPER ROAD/INSIGHT WAY FROM QUEEN CREEK BOULEVARD TO EMMET DRIVE, CHANDLER**

ADDITIONAL TERMS AND CONDITIONS:

- This Agreement is subject to A.R.S. 38-511

For Customer (City of Chandler):

MAYOR Signature: _____

Authorized Signature: Daniel Haskins Date: 3/14/2025

Printed Name: Daniel Haskins, P.E.

Title: CIP City Engineer

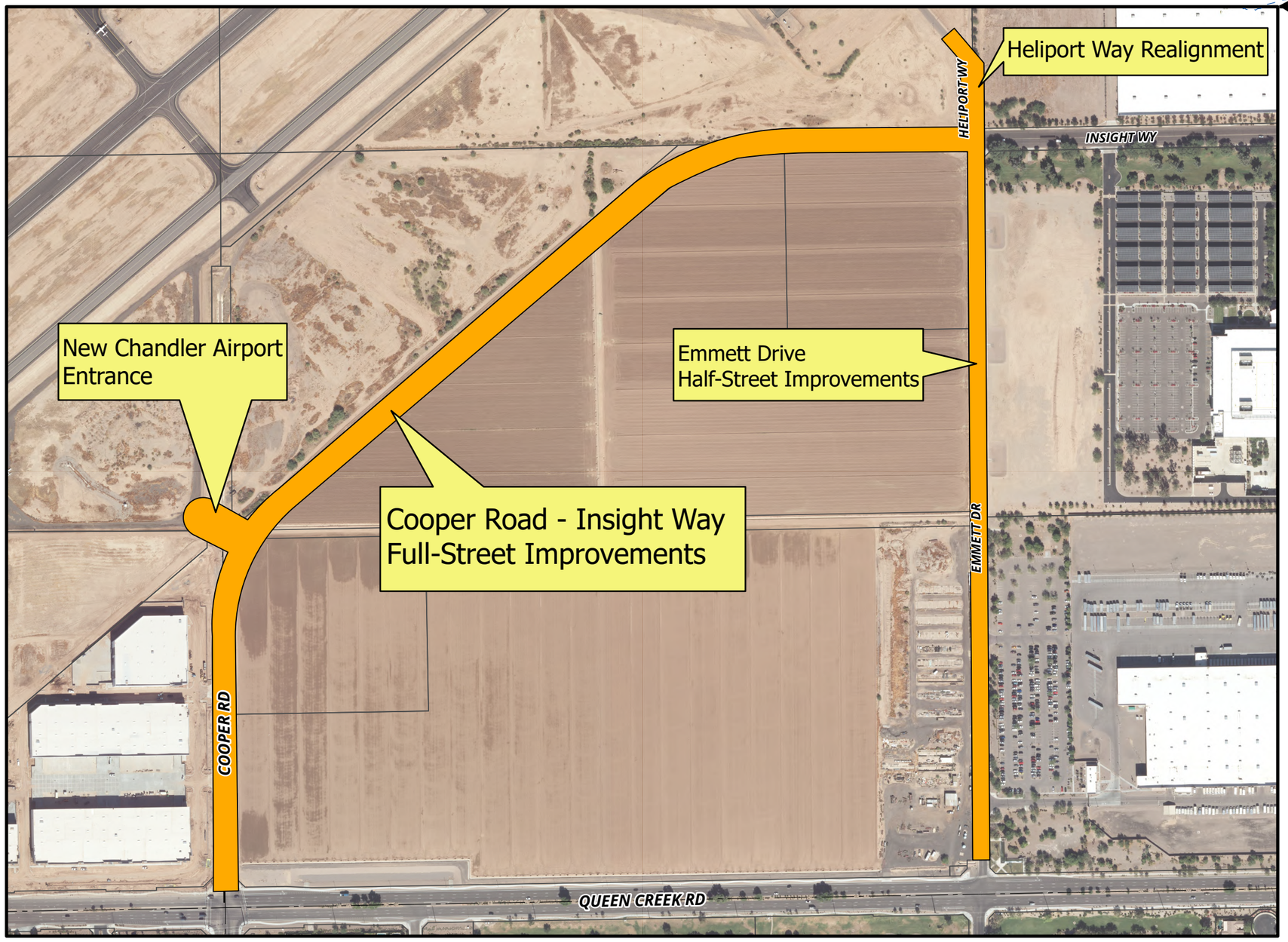
Approved as to Form: _____

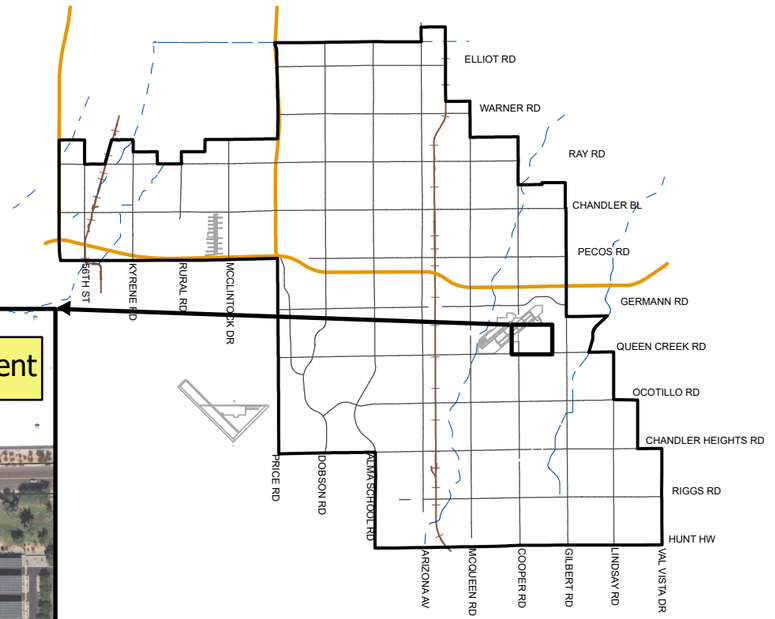
City Attorney JMB

Attest: _____

City Clerk Seal

Cooper Road/Insight Way Loop Extension
Salt River Project Design Services Agreement
Project No. ST2303.501





MEMO NO. CP25-097

Project Location

NTS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-069

Date: April 10, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Lori McCallum, Utilities Regulatory Affairs Senior Program Manager
Subject: Purchase of Laboratory Testing Services from Aquatic Consulting & Testing, Inc.; Eurofins Environment Testing Southwest; Eurofins Eaton Analytical; and Legend Technical Services, utilizing City of Mesa Contract No. 2021181, in a combined amount not to exceed $676,000, for a one-year term, April 7, 2025, through March 31, 2026.

Proposed Motion:

Move City Council approve the purchase of laboratory testing services, from Aquatic Consulting & Testing, Inc.; Eurofins Environment Testing Southwest; Eurofins Eaton Analytical; and Legend Technical Services, utilizing City of Mesa Contract No. 2021181, in a combined amount not to exceed $676,000, for a one-year term, April 7, 2025, through March 31, 2026.

Background/Discussion:

The Environmental Protection Agency and the Arizona Department of Environmental Quality mandate tests for drinking water and wastewater. The city's Water Quality, Wastewater Quality, Environmental Management, Solid Waste Services, and Ocotillo Brine Reduction Facility divisions use the laboratory testing services to manage various testing requirements. The use of multiple laboratories ensures tests will be completed promptly and at the lowest cost. Laboratory testing services used by the Ocotillo Brine Reduction Facility are paid for by Intel Corporation.

Evaluation:

The recommended contracts have been competitively solicited and awarded. The city has a current agreement with the City of Mesa allowing cooperative use of their contracts. Staff recommends the cooperative use of these contracts because of competitive pricing and variety of services. The City of Mesa contract is valid through November 14, 2025, with renewal options for up to one additional year.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
738.1266.5219.0.0.0	Uninsured Liability	N/A	$60,000	N
615.3950.5219.0.0.0	Wastewater Operating	N/A	$244,000	N
605.3850.5219.0.0.0	Water Operating	N/A	$305,000	N
616.3930.5219.0.0.0	Wastewater Industrial Process Treat	N/A	$30,000	N
625.3700.5219.0.0.0	Solid Waste Operating	N/A	$37,000	N

ITEM 21

City Council Memorandum Public Works & Utilities Memo No. UA25-070

Date:	April 10, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	John McFarland, Transportation Manager
Subject:	Purchase of Seal Truck

Proposed Motion:

Move City Council approve the purchase of a seal truck, from Rush Peterbilt Truck Centers, utilizing Sourcewell Contract No.032824-PMC, in the amount of $406,175.84.

Background/Discussion:

The Transportation Division is responsible for the maintenance of 106 city-owned parking lots. This truck will be utilized for seal-coating asphalt surfaces, focusing on parking lots but also for seal-coating roadways and alleys. This vehicle will be equipped with a 1,500 gallon distributor tank and allow the department to self-perform many maintenance activities, leading to additional cost savings by not utilizing contracted services.

The purchase also includes a small squeegee “buggy” that will be utilized in confined spaces and for edging where asphalt surfaces join concrete surfaces, such as curb and gutter. Funding for this equipment is currently in the capital improvement parking lot program.

Evaluation:

Sourcewell competitively solicited and awarded a contract for cab and chassis, vocational and medium-duty trucks, to Peterbilt Motors Company. The city has a current agreement with Sourcewell allowing for the cooperative use of its contracts. Fleet Services has reviewed and supports the purchase of this truck. The Sourcewell contract is valid through July 9, 2028.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6513.0.6ST777.0	General Government Capital Projects	City Owned Parking Lots	$406,175.84	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP25-103

Date: April 10, 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: Sandra Story, Engineering Project Manager
Subject: Construction Manager at Risk (CMAR) Pre-Construction Services Agreement No. WW2401.251, with McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements Phase 3

Proposed Motion:

Move City Council award CMAR Pre-Construction Services Agreement No. WW2401.251, to McCarthy Building Companies, Inc., for the Water Reclamation Facility Improvements Phase 3, in an amount not to exceed $1,655,273.

Background/Discussion:

The Airport Water Reclamation Facility (AWRF), located at 905 East Queen Creek Road, was originally built in 1998, and the Ocotillo Water Reclamation Facility (OWRF), located at 3333 South Old Price Road, was originally built in 1985. Both facilities have aging infrastructure that requires replacement and rehabilitation of existing equipment and/or structures.

Major components of this project include preliminary studies for the AWRF Blower System, rehabilitation of the AWRF Supervisory Control And Data Acquisition (SCADA) system, and detailed design for key improvements at both facilities. Improvements at AWRF include the addition of a sixth disc filter, the replacement of the aeration basin diffusers, and rehabilitation of clarifiers. Improvements at OWRF include significant rehabilitation of electrical gear and the addition of pumps, clarifier rehabilitation, and other ancillary improvements.

This project scope of work includes constructability studies and review, value

engineering, project planning and scheduling, assistance in the coordination of contract documents, and preparation of Guaranteed Maximum Price packages. The agreement completion time is 270 calendar days following the Notice to Proceed.

Evaluation:

The selection process was followed in accordance with city policy and procedure and state law. Staff recommends agreement award to McCarthy Building Companies, 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
611.3910.6814.6WW621	Wastewater Bonds	Water Reclamation Facility Improvem	$1,655,273	Y

Attachments

Agreement - McCarthy

Location Map

CITY OF CHANDLER, ARIZONA

WATER RECLAMATION FACILITY IMPROVEMENTS PHASE 3

CITY PROJECT NO. WW2401.251

PRE-CONSTRUCTION SERVICES AGREEMENT

(CONSTRUCTION MANAGER AT RISK)

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

WATER RECLAMATION FACILITY IMPROVEMENTS PHASE 3
CITY PROJECT NO.: WW2401.251

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CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: WW2401.251

This Agreement (the "AGREEMENT") is made and entered into on the _____day of _____, 2025, ("Effective Date") by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and McCarthy Building Companies, Inc. the "Construction Manager at Risk" or "CM@Risk" designated below (City and CM@Risk may individually be referred to as "Party" and collectively referred to as "Parties").

City and CM@Risk agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **Acting CIP City Engineer: Daniel Haskins, P.E.**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

CITY: **Construction Project Manager: Russ Slotnick**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3411 Email: Russ.Slotnick@chandleraz.gov

CM@RISK:

Legal Company Name:	McCarthy Building Companies, Inc.
Mailing Address:	6225 North 24th Street Phoenix, AZ 85016
Physical Address:	6225 North 24th Street Phoenix, AZ 85016
Arizona Roc No.:	ROC 133580
Federal Tax Id No.:	43-0399290
State Where Organized:	Missouri
Business Organization:	S Corporation
Statutory Agent Name:	Corporation Service Company
Statutory Agent Mailing Address:	7955 South Priest Drive Suite 102 Tempe, AZ 85284 USA
Statutory Agent Physical Address:	7955 South Priest Drive Suite 102 Tempe, AZ 85284 USA

CM@Risk's Authorized Project Representative:

Name:	Jaren Murphy
Title:	Senior Vice President Water
Phone:	480-449-4900
Email:	jmurphy@mccarthy.com

PROJECT DESCRIPTION:

This project will construct improvements to the City's Airport Water Reclamation Facility (AWRF) and Ocotillo Water Reclamation Facility (OWRF).

PROJECT LOCATION:

The Airport Water Reclamation Facility (AWRF), located at 905 East Queen Creek Road, Chandler, AZ 85286, and the Ocotillo Water Reclamation Facility (OWRF), located at 3333 S. Old Price Road, Chandler, AZ 85248.

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 **AGREEMENT DOCUMENTS**

The Agreement between City and CM@Risk will consist of the following Agreement Documents:

1. This Pre-Construction Services Agreement and all of its Exhibits, incorporated by reference;
2. **Exhibit A** – Pre-Construction Scope of Work and Schedule;
3. **Exhibit B** – Compensation and Fee Schedule;
4. **Exhibit C** – Insurance Requirements;
5. **Exhibit D** – Submittal Requirements for GMP/Price Proposal;
6. **Exhibit E** - General Conditions and General Conditions Appendices.

2.2 **DEFINITIONS**

The definitions in Sections 2 and 15.1 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - PRE-CONSTRUCTION SERVICES

3.1 **SERVICES**

CM@Risk must provide all of the services and perform in accordance with Section 17 of the General Conditions. The major components of Pre-Construction Services and the corresponding subsections of Section 17 of the General Conditions are set forth below.

3.2 **GENERAL REQUIREMENTS**

3.2.1 CM@Risk must perform the services required by, and in accordance with this Agreement and as outlines in the attached **Exhibit A** to the satisfaction of the Project Manager, in full compliance with Section 17.2.1 of the General Conditions.

3.2.2 In performance of the Services under this Agreement, the CM@Risk must fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement.

3.2.3 CM@Risk must perform the Services under this Agreement using only those firms, team members, and individuals designated by CM@Risk consistent with the Statement of Qualifications or as otherwise approved by City in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of City.

3.2.4 CM@Risk will comply with all terms and conditions of the General Conditions.

3.2.5 In the event of a conflict between this Agreement and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Agreement will control.

3.2.6 **Ownership of Work Product**. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City, as set forth in Section 17.2.6 of the General Conditions.

3.3 **DESIGN PROJECT SCHEDULE**

CM@Risk must prepare and present to City a Detailed Project Schedule that is acceptable to the City and in accordance with Section 17.3 of the General Conditions.

3.4 **DESIGN DOCUMENT REVIEW**

CM@Risk must conduct the evaluations, perform the design document reviews, make the recommendations, and provide the other Services referenced in accordance with Section 17.4 of the General Conditions.

3.5 **BASELINE COST MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

3.5.1 CM@Risk must prepare and submit the Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values in accordance with Section 17.5 of the General Conditions.

3.5.2 The submitted Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values must not exceed the City's Construction Budget, which is $35,000,000 or a higher amount as revised by the City ("Construction Budget"). If CM@Risk submits a Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values that exceeds the Construction Budget, negotiations could lead to termination or suspension of the Agreement.

3.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

CM@Risk must select and obtain approval of Subcontractors and Suppliers in accordance with Section 17.6 of the General Conditions.

3.7 **GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL**

3.7.1 CM@Risk must submit a GMP Proposal for the entire Work, and for each phase (if required) of the Work, at the times set forth in the Pre-Construction Schedule included in attached. The GMP Proposal must be presented in a format acceptable to City based upon the attached **Exhibit D**. City may change the schedule, format, and/or requirements for the GMP Proposal as it deems necessary during Pre-Construction, and may request resubmittal of the GMP Proposal to reflect such changes.

3.7.2 Preparation, submittal, review, and approval (or disapproval, if applicable) of the GMP Proposal will be done in accordance with Section 17.7 of the General Conditions.

3.7.3 For the purposes of the GMP Proposal, the Parties agree that:

a. The CM@Risk Fee will be equal to 7.5% (percent) of the Cost of Work;
b. General Conditions costs will be a fixed amount or percentage agreed to as part of the Baseline Cost Model.

3.7.4 The GMP Proposal must not exceed the City's Construction Budget.

3.8 **ADDITIONAL PRE-CONSTRUCTION SERVICES**

3.8.1 Additional services which are outside the scope of the services required under the Agreement Documents will not be performed by CM@Risk without prior written authorization from City. Additional services, when authorized by an executed written Change Order under Section 9 of the General Conditions, will be compensated for by a fee mutually agreed upon in such written Change Order between City and CM@Risk.

3.8.2 No claim for additional services, extra work done or materials furnished by CM@Risk will be allowed by City except as provided herein, nor will CM@Risk provide any additional services, do any work, or furnish any materials(s) not covered by this Agreement unless such work or material is first authorized in writing by City. Work or material(s) furnished by CM@Risk without such prior written authorization will be CM@Risk's sole jeopardy, cost, and expense, and CM@Risk hereby agrees that without prior written authorization no claim for compensation for such services, work or materials furnished will be made, and City will not be responsible for such costs.

3.8.3 No Work (as defined by Section 1 of the General Conditions) may be performed under this Pre-Construction Services Agreement, without prior written approval by City. As an example, all procurement of long lead time items that must be procured to support the construction schedule or site investigative Work necessary to complete Pre-Construction Services, if done by the CM@Risk, will be performed only after a GMP Proposal for the Work has been approved and accepted in writing by City and all such Work will be done only under an executed Agreement for Construction Services, or pursuant to a prior written direction from City to engage in such procurement.

ARTICLE 4 - CONSTRUCTION SERVICES

If City accepts CM@Risk's GMP Proposal, CM@Risk and City will enter a Construction Services Agreement for Construction of the Project based upon CM@Risk's Pre-Construction Services performed and GMP Proposal submitted pursuant to this Agreement. The terms of the Construction Services Agreement are being negotiated contemporaneously with this Agreement and CM@Risk agrees to execute the Construction Services Agreement, without further modification, upon acceptance by City of the GMP Proposal. All of CM@Risk's obligations, duties and warranties in relation to Pre-Construction Services and Deliverables (including specifically the GMP

Proposal) survive the completion of this Agreement and will be incorporated into the Construction Services Agreement.

ARTICLE 5 - CITY FURNISHED INFORMATION

5.1 City, at no cost to CM@Risk, will furnish the following to CM@Risk:

5.1.1 One copy of data in City's possession or control which City determines in its discretion to be pertinent to the Work. However, CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 Electronic copies of programs, reports, drawings, and specifications reasonably required by CM@Risk, to the extent in possession of City.

ARTICLE 6 - AGREEMENT TIME

Agreement Duration is 270 Calendar Days. The Pre-Construction Services described in this Agreement must be performed by CM@Risk in accordance with the Pre-Construction Schedule set forth in attached **Exhibit A**, as updated and expanded in the most current updated/revised and approved Detailed Project Schedule. Failure on the part of CM@Risk to adhere to the Pre-Construction Schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient ground for termination for cause of this Agreement by City.

ARTICLE 7 - AGREEMENT PRICE

7.1 In exchange for CM@Risk's full, timely, and acceptable performance of the Services under this Agreement, and subject to all of the terms of this Agreement, City will pay CM@Risk a fee of $1,655,273 (the "Agreement Price"). The method of payment for this Agreement is Hourly, Not-to-Exceed. The amount paid will not exceed the Agreement Price for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in **Exhibit B**, Compensation and Fee Schedule.

7.2 The Agreement Price is all-inclusive, and City will not pay any additional amounts, costs or expense, except for only those specifically designated reimbursable costs, without markup, as set forth in **Exhibit B**.

ARTICLE 8 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

ARTICLE 9 - ARTICLE 9 - BACKGROUND SCREENING/BADGE REQUIREMENTS

9.1 CM@Risk and Subcontractor Worker Background Screening. CM@Risk agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that CM@Risk furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at CM@Risk's sole cost and expense. As part of the Background Screening, CM@Risk must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by CM@Risk must comply with all applicable laws, rules, and regulations. CM@Risk further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect CM@Risk from any liabilities that may arise out of CM@Risk's services under this Agreement or CM@Risk's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, CM@Risk and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

9.2 Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, CM@Risk agrees that all Contract Workers, including the CM@Risk, if the CM@Risk is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. CM@Risk warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, CM@Risk must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.

9.3 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

9.4 CM@Risk Certification. By executing this Agreement, CM@Risk certifies that CM@Risk has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. CM@Risk further certifies that any Background Screening information to be furnished to City related to CM@Risk or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

9.5 Terms of This Section Applicable to all of CM@Risk's Contracts and Subcontracts. CM@Risk must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

9.5 Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by CM@Risk will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, CM@Risk must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by CM@Risk or City for failure to satisfy this Section.

9.6 Continuing Duty, Audit. CM@Risk's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. CM@Risk must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. CM@Risk must maintain all records and documents related to all Background Screenings and City reserves the right to audit CM@Risk's compliance with this Section under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles as of the Effective Date.

"CITY"
CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CM@Risk"
MCCARTHY BUILDING COMPANIES, INC.

Signature 3/19/2025
Date

Jaren Murphy
Print Name

Senior Vice President
Title

JMurphy@McCarthy.com
Signer Email Address

EXHIBIT A

PRE-CONSTRUCTION SERVICES
SCOPE OF WORK AND SCHEDULE

Exhibit A - Draft
MCCARTHY PRE-CONSTRUCTION SERVICES
SCOPE OF WORK
Water Reclamation Facility Improvements Phase 3
PROJECT NUMBER: WW2401.251

Note: The sections below are numbered to correspond with General Conditions, Section 17 – Provisions Applicable Solely to Pre-Construction Services for Construction Manager at Risk. This proposal is based on the City of Chandler's Request for Qualifications for Water Reclamation Facility Improvements Phase 3 Project.

17.2 – GENERAL

Project Kick-off Meeting

Attend and participate in Project Kick-off meeting. McCarthy will provide drawings, schedule diagrams, budget charts, and other materials describing the Project, when their use is required for the meeting.

Regular Team Meetings/Design Meetings

Attend and participate, as may be appropriate, in regular Team/Design meetings.

Owner Bi-Weekly Meetings

Attend and participate, as may be appropriate, in Owner Bi-Weekly meetings.

Stakeholders and Public Agencies Meetings – Not Included

Attend and participate, as may be appropriate, in meetings related to the Project with Stakeholders and Public Agencies.

Partnering Sessions

Facilitate one partnering session for Preconstruction.

- Susan Plank to facilitate one partnering session in person between McCarthy, Wilson Engineers, Jacobs Engineering Services, and City of Chandler.

Project/Design Meetings

Participate in bi-weekly or monthly Project/Design meetings.

Project Workshops/Design Workshops

Participate in Project Workshops and Design Workshops and/or other miscellaneous meetings and partnering sessions as required by City. McCarthy will provide input consistent with sound and generally accepted construction management and contracting practices related to the procurement, cost impact, schedule, quality, and operations/maintenance.

Construction Document Rolling Reviews

Participate in Construction Document Rolling Review meetings. Review of documents as received from Project Designer; feedback consistent with sound and generally accepted construction management and contracting practices related to

procurement, cost impact, schedule, quality, and operation/maintenance. McCarthy will support the design team to reasonably ensure all work is provided in the construction documents.

Value Engineering Review Meetings

Participate in Value Engineering Review meetings or Value Engineering workshops. Project Team will routinely assist to identify and evaluate, using engineering principles, any alternate systems, approaches, and design changes that have the potential to reduce Project costs while still delivering a quality and functional product that meets the design intent.

Utility Coordination Meetings - Not Included in Preconstruction Services

McCarthy has not included any effort to coordinate with Outside agencies related to utility work or coordination. Participate in Utility Coordination meetings. McCarthy will participate as may be appropriate, in Utility Coordination meetings related to the Project.

Comment Resolution Meetings

Participate in meetings with the Consultants and City to review constructability/bid-ability comments after design submission for both 60% and 90% design.

GMP Review/Negotiation Meetings

Participate in meetings with the City to review the GMP after submission.

17.3 – DETAILED PROJECT SCHEDULE

Develop Design Phase Schedule

Prepare and present to City a detailed design phase project schedule with input from City and Project Designer which utilizes the Critical Path method (CPM) technique

Design Phase Schedule - Monthly Updates

Provide monthly updates to current schedule with monthly progress reports; analysis of progress achieved to-date against baseline, including any concerns regarding delays or potential delays and any recommendations regarding mitigating actions.

Develop Preliminary Construction Schedule & Phasing Plans

Transition design phase schedule to overall project schedule in association with the baseline cost model and proposed phasing plans for early equipment procurement and/or construction activities and the remainder of the construction phase.

Long Lead Analysis and Recommendations

Identify all long lead time materials, fabrications, equipment or other items which may impact the Project Schedule and may require early action on the part of the Project Team including dates required for selecting and procuring such items.

Equipment Plan – Not Included in Preconstruction Services

Prepare and present to City an Equipment Plan that addresses all rental and owned equipment that is necessary to construct the Project as outlined in General Conditions Section 17.3.6. This will be performed on a CMAR level but has not been incorporated into our scope to evaluate for each individual work category.

17.4 – DESIGN DOCUMENT REVIEWS

Value Analysis/Efficiency Analysis

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; use established value analysis principles in recommending cost effective alternatives

Utility Design Review and Comment

Perform reviews and provide written comments on the utility relocation and design submittals and for coordination with the design development for construction of the Project. McCarthy has not included any effort to coordinate with Outside agencies related to utility work or coordination.

Constructability and Bid-ability Reviews

Perform reviews and provide written comments on the project design submittals and for construction drawings, construction documents, various analyses, and studies and investigations conducted for the design of the Project. Includes, but is not limited to, review and evaluate Design Development documents for clarity, consistency, completeness, and ease of construction in order to achieve the overall objective of the Project. Review prior project as-built plans. Evaluate construction safety issues and proposals of construction safety improvements, as may be applicable. McCarthy will evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) the design promotes accessibility of personnel, material and equipment, and facilitates construction under adverse weather conditions; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; and (f) the design has taken into consideration, efficiency issues concerning access and entrance to the site, lay down and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; (g) the reasonable design intent has been captured. Review comments will be compiled at each of the following design phase milestones: 60% and 90%.

Document Complementary Review and Cross Checks

Perform reviews and provide written comments regarding the bid-ability of the Project. McCarthy will check cross-references 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. Review comments will be compiled at each of the following design phase milestones: 60% and 90%.

Site Investigations

McCarthy has evaluated the work scope and incorporated lessons learned to compile a boots on the ground approach to investigation during preconstruction. Our investigations are divided into three major project segments detailed below.

PLC Conditions Assessment

McCarthy will evaluate each PLC that will be upgraded. This evaluation will include the status of existing points, location (existing vs new), and is the correct power available to this panel. This includes up to 3 days of evaluation time for each PLC panel.

Fiber Optic Routing

This includes coordination with the mapping team to identify utilities and possible routing for new fiber at the Airport site and verification of new duct bank routing at the Ocotillo site. After existing utility location/mapping, McCarthy personnel will walk with Owner and Engineering Team to evaluate potential Fiber Optic Routing and present findings.

Improvements Conditions Assessment

McCarthy has included the evaluation of all work types at each structure. This includes required staff to Evaluation of each work area based on the scope of work required.

Maintenance of Plant Operations (MOPOs)

Identify scope and design for tasks that have the potential to affect plant operations. The preparation of specific MOPO plans and related work will be performed during the construction phase.

17.5 – BASELINE COSTS MODEL, DETAIL COST ESTIMATE, SCHEDULE OF VALUES

60% Cost Model (Baseline Cost Model)

Upon receipt of acceptable drawings and specifications, McCarthy will review all available information regarding the design and scope of the Project using McCarthy's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, will develop a Baseline Cost Model for review by the Project Team and approval by City. This cost model will include SCADA and Plant Improvements costs based on Wilsons current progress and Jacobs 90% Improvement Design.

Continuous Cost Model/Estimate Updates (Design Evolution Log)

Using JOIN we will 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. We will use a risk register to track this during the lifetime of the project.

Schedule of Values

McCarthy will prepare and submit Schedule of Values for each GMP and Preconstruction services for review by the Project Team and approval by City.

Cash Flow Projections

Prepare and submit cash flow projections upon request by City.

17.6 – SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

Procurement Prequalification & Subcontractor Prequalification

Evaluate potential suppliers and subcontractors with respect to safety, financial capacity, ability to meet/exceed schedule, and quality in order to obtain adequate pool of acceptable bidders.

Subcontractor Selection Plan

Develop and submit written subcontractor selection plan per General Conditions Section 17.6 with justification for any qualifications-based selections proposed.

Subcontractor Bid Evaluation/Reports

Prepare and submit detailed list of recommended subcontractors and summary report of the entire selection process.

Pre-bid Conference

Plan, communicate, and conduct pre-bid conference with prospective subcontractors and suppliers.

17.7 – GMP PROPOSALS

GMP Preparation and Submission

McCarthy to prepare and submit multiple GMP Proposals 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, during various phases of the Construction Drawings. GMP's to be as follows:

- GMP 1 BOM Procurement for long lead PLC Components
- GMP 2 Long Lead Process Equipment and Gear Procurement
  - GMP2.1 Blower Pilot Procurement & Study
- GMP 3 Wilson Balance of Project
- GMP 4 Jacobs Balance of Project

17.8 – PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES

Monthly Progress Reports/Request for Payment

Prepare and submit monthly request for payment accompanied by a progress report, detailed invoices and receipts, if applicable.

ALLOWANCE ITEMS

Site Utility Investigations (Mapping) – Lump Sum cost

McCarthy will perform subsurface utility mapping services for the utilities encountered within the proposed project area for a lump sum cost. Geophysical surface locating technologies will be implemented to complete utility designation in the field to an ASCE 38-22 Quality B Standard of Care. This standard of care utilizes appropriate surface geophysical locating technologies to confirm the horizontal location of utilities. After the deliverable is finalized, a thorough analysis is completed to summarize any discrepancies with provided records or possible conflicts with proposed designs. In addition, all collected field notes, 360-degree photos, butterfly diagrams, and inventory data will be hyperlinked to the final deliverable for easy access and review.

Site Utility Investigations (Potholing) –Allowance

Cost reimbursement for investigating identified utilities and locations that have potential impact on the project. (Not performed by others).

Forensic Control Panel Analysis – Allowance

Cost reimbursement to be used for investigation beyond the three-day initial panel assessment.

Conditions Assessment Misc. Materials /Supplies – Allowance

Incidental material, tools, or supplies to support structural and process site investigations.

Blower Pilot Study and Procurement – Allowance

The City of Chandler plans to design and install a single/dual core turbo pilot blower near the Aeration Basins of the Airport Water Treatment Facility (AWRF). McCarthy's scope of work includes:

1. Source one (1) dual-core turbo blower from the approved manufacturer (APG-Nueros)
2. Install of a concrete pad for the blower
3. Necessary piping and valves to connect the blower to the existing temporary air supply station located on the west side between Aeration Basins 5 & 6
4. Procurement and installation of one (1) Air Mass Indicating Transmitter (FIT) and one (1) Pressure Indicating (PIT)
5. At the conclusion of the study, McCarthy shall disconnect the pilot blower from

the process air system and transport the blower based on the results of the study.

a. If the study is “successful”, McCarthy will transport the blower from the pilot location to a location specified in the approved Process Air Optimization plans.
b. If the study is “unsuccessful”, McCarthy shall disconnect the pilot blower from the process air system and coordinate it’s shipment with the vendor.

The E&IC Scope is an allowance of $50,000 & includes:

1. Providing temporary power
2. Procure and install medium-voltage conduits and cables between the blower and the power source as needed.
3. Provide the necessary cabling and conduit routing for telemetry communication between the blower’s Programmable Logic Controller (PLC) and the City’s distributed Control System (DCS).
4. Programming of the control logic so that the standalone pilot blower operates independently of the City’s existing process air control strategy will be performed by the City.
5. At the end of the study, Contractor shall disconnect the power feed and salvage equipment per the direction of the City Staff.
6. This assumes City of Chandler will be able to shut off power to the transformer three times to tie in the new Blower. It does not account for powering ancillary systems during shut down windows. McCarthy will not perform work on powered transformers.

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

EXHIBIT B
CM@RISK PRE-CONSTRUCTION SERVICES
FEE PROPOSAL
PROJECT NAME: Chandler Improvements Phase 3 Project
PROJECT NUMBER: WW2401.251
DATE: February 24, 2025 Revision

	Hours	Category	Cost
17.2 - GENERAL			**$98,491**
Project Kick-off Meeting	20	**A**	$4,088
Regular Team Meetings/Design Meetings			Included
Owner Bi-Weekly Meetings			Included
Partnering Sessions	4	**C**	$1,000
Project/Design Meetings	370	**A**	$72,363
Project Workshops/Design Workshops			Included
Construction Document Rolling Reviews			Included
Value Engineering Review Meetings			Included
Utility Coordination Meetings			Included
Comment Resolution Meetings			Included
Preconstruction Services /GMP Review/Negotiation Meetings	96	**A**	$21,040
17.3 - DETAILED PROJECT SCHEDULE			**$36,608**
Develop Design Phase Schedule			Included
Design Phase Schedule - Monthly Updates			Included
Develop Preliminary Construction Schedule & Phasing Plans	208	**A**	$36,608
Long Lead Analysis and Recommendations			Included
Equipment Plan			Included
17.4 - DESIGN DOCUMENT REVIEWS / SITE INVESTIGATIONS			**$188,030**
Value Analysis/Efficiency Analysis			Included
Utility Design Review and Comment			Included
Constructability and Bid-ability Reviews			Included
Document Complementary Review and Cross Checks			Included
Jacobs Scope PLC Conditions Assessment	**330**	**B**	**$54,899**
Fiber Optic South Routing Evaluation	**120**	**B**	**$20,862**
Fiber Optic North Routing Evaluation	**68**	**B**	**$55,583**
Conditions Assessment of Structures and Process Improvements	**387**	**C**	**$56,686**
Maintenance of Plant Operations Identification (MOPOs)			Included
Utility/Site Investigations			In allowances
17.5 - BASELINE COSTS MODEL, DETAIL COST EST, SCHEDULE OF VALUES			**$187,367**
30% Cost Model (Baseline Cost Model)			Not Included
Cost Model for Jacobs PLC Scope	**148**	**B**	**$28,521**
60% Cost Model for Wilson Process Scope	**927**	**A**	**$158,846**
Continuous Cost Model/Estimate Updates (Design Evolution Log)			Included
Schedule of Values			Included
Cash Flow Projections			Construction Phase
17.6 - SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS			**$60,797**
Procurement Prequalification's & Subcontractor Prequalification	106	**A**	**$22,176**
Subcontractor Selection Plan	203	**A**	**$38,621**
Subcontractor Bid Evaluation/Reports			Included
Pre-bid Conference			Included
17.7 - GMP PROPOSALS			**$437,212**
GMP 1 PLC BOM Long Lead Components	**232**	**B**	**$47,326**
GMP 2 Long Lead Process Equipment and Gear Procurement	**655**	**A**	**$112,834**
GMP 2.1 Blower Pilot Equipment	**172**	**C**	**$30,985**
GMP 3 90% Design Balance of Project Process Wilson	**739**	**A**	**$119,926**
GMP 4 90% Design Balance of Project Jacobs PLC Fiber	**722**	**B**	**$126,140**
17.8 - PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES			**$0.00**
Monthly Progress Reports/Request for Payment			Included
SUBTOTAL:	**5,507**		**$1,008,504**

	Hours		Cost
REIMBURSABLES & ALLOWANCES			**$646,769**
Site Utility Investigations (Mapping) Lump Sum Contract		**30% A / 70% B**	$174,250
Site Utility Investigations (Potholing) 15 Days total	120	**50%A/ 50% C**	$30,000
Forensic Control Panel Analysis	660	**B**	$92,519
Condition Assessment Material /Supplies		**50%A/ 50% C**	$25,000
Blower Equipment Pilot Study Procurement and Installation allowance		**C**	$325,000
TOTAL:	**780**		**$1,655,273**

	GC Principal / Project Executive	Precon / Project Director	Project Manager	Design VDC Manager	Estimating Director	EI&C Estimator	Process Lead Estimator	Project Engineer / Estimator	Craft Labor / Mechanical	Superin-tendent	Scheduler	Project Administrator	< PROJECT ROLE
	Pat Payne / Steven Jarvis	*Kevin Bartlett/ Scott Goodall / Aaron Moss*	*Kim Young*	*Farah Alkerwy*	*Jason House / Joe Kilgallen / Nestar Miranda*	*Chris Clements*	*Jennifer Lee*	*Hunter Williamson / Alondra Sanchez / TBD*	*TBD*	*Jordan Woodworth / Kory Bennett*	*TBD*	*TBD*	*< NAME OF PERSON*
	$ 280	$ 250	$ 177	$ 175	$ 235	$ 170	$ 150	$ 135	$ 100	$ 170	$ 170	$ 80	< HOURLY
TASK DESCRIPTION													**TOTAL HOURS PER TASK**
17.2 - General	**0**	**191**	**128**	**41**	**8**	**14**	**0**	**50**	**0**	**58**	**0**	**0**	**490**
Project kick-off meetings / project reviews		8	4	4						4			*20*
~~Stakeholder Public agency meetings and coordination~~													*0*
Partnering sessions		4											*4*
Regular team meetings / design meetings		129	104	25		12		50		50			*370*
Project workshops / design workshops (INCLUDED)													*0*
Construction document rolling reviews (INCLUDED)													*0*
Value Engineering Review Meetings (INCLUDED)													*0*
Utility Coordination Meetings (INCLUDED)													*0*
Comment Resolution Meetings (INCLUDED)													*0*
GMP Review Negotiation Meetings		50	20	12	8	2				4			*96*
17.3 - Detailed Project Schedule	**0**	**0**	**104**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**104**	**0**	**208**
Develop preliminary construction schedule & phasing plans			104								104		*208*
Long lead analysis and recommendations (INCLUDED)													*0*
Equipment plan (INCLUDED)													*0*
17.4 - Design Document Reviews	**0**	**13**	**144**	**0**	**0**	**264**	**0**	**80**	**119**	**285**	**0**	**0**	**905**
Constructability and bid-ability reviews (INCLUDED)													*0*
Document complementary review and cross checks (INCLUDED)													*0*
Site investigations													*0*
Jacobs Scope PLC Conditions Assessment			26			264		40					*330*
Fiber Optic South Routing Evaluation		1	60							59			*120*
Fiber Optic North Routing Evaluation		7	30							31			*68*
Conditions Assessment of Structures and Process Improvements		5	28					40	119	195			*387*
Identifying Maintenance of plant operations (MOPOs) (INCLUDED)													*0*
17.5 - Baseline Costs Model, Detailed Cost Estimates, Schedule of Values	**0**	**217**	**153**	**0**	**38**	**97**	**135**	**377**	**0**	**58**	**0**	**0**	**1075**
60% & 90% cost model (baseline cost model) (INCLUDED)													*0*
90% cost model Jacobs PLC Scope		51	26		4	35		32					*148*
60% cost model Wilson Process Scope		166	127		34	62	135	345		58			*927*
Continuous cost model / estimate updates (INCLUDED)													*0*
Schedule of values (INCLUDED)													*0*
Cash flow projections (INCLUDED)													*0*
17.6 - Subcontractor and Major Supplier Selections	**0**	**123**	**71**	**0**	**0**	**53**	**0**	**56**	**0**	**6**	**0**	**0**	**309**
Procurement prequalification's & subcontractor prequalification		53				53							*106*
Subcontractor selection plan		70	71					56		6			*203*
Subcontractor bid evaluation / reports (INCLUDED)													*0*
Pre-bid conference (INCLUDED)													*0*
17.7 - GMP Proposals	**0**	**417**	**299**	**0**	**198**	**212**	**422**	**895**	**0**	**77**	**0**	**0**	**2520**
GMP 1 PLC BOM Long Lead Components		104	18			88		22					*232*
GMP 2 Long Lead Process and Gear Procurement		102	89		56		225	183					*655*
GMP 2.1 Blower Pilot Equipment		42	35		7		44	44					*172*
GMP 3 90% Design Balance of Project Process Wilson		68	60		65		153	365		28			*739*
GMP 4 Design Balance of Project Jacobs PLC Fiber		101	97		70	124		281		49			*722*
Reimbursable & Allowances	**0**	**0**	**146**	**0**	**0**	**66**	**0**	**40**	**264**	**264**	**0**	**0**	**780**
Potholing and underground verification Allowance			120										*120*
Electrical Panel Forensic Investigation Allowance			26			66		40	264	264			*660*
TOTAL HOURS:	**0**	**961**	**1045**	**41**	**244**	**706**	**557**	**1498**	**383**	**748**	**104**	**0**	**6287**

EXHIBIT C

INSURANCE REQUIREMENTS

1.0 General.

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

1.1 Minimum Scope and Limits of Insurance: Contractor must provide coverage with limits of liability not less than stated below.

1.1.1 Commercial General Liability – Occurrence Form. Policy must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by the Contractor." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

1.1.2 Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Contractor, including automobiles owned, leased, hired, or borrowed by Contractor ".

1.1.3 Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the City of Chandler.

1.1.4 Pollution Liability.

Per Occurrence	$10,000,000
Annual Aggregate	$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Contractor." The policy must include coverage for cleanup of sudden or accidental pollution conditions arising from the Project, as defined in the Agreement; cleanup of new conditions arising from Contractor's operations and use of Project sites under this Agreement; and third-party claims for on and off-site bodily injury and property damage. 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 three (3) years beginning at the time work under this Agreement is completed.

1.1.5 Tech E&O and Network Security and Privacy Liability Insurance (Cyber).

Per Loss	$5,000,000
Annual Aggregate	$5,000,000

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. If the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy will 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 three (3) years beginning at the Effective Date of this Agreement. 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 or expiration of this 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 or expiration of this Agreement. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Contractor must provide proof of same. The insurance must provide coverage for the following risks: (i) 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; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the solar energy services software including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the solar energy services network or similar computer related property and the data, software, and programs thereon. The policy must provide a waiver of subrogation.

1.1.6 Builders' Risk/Installation Floater Insurance. Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by City Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

A. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractor's 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 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. 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. Contractor will be responsible for any and all deductibles under these policies and Contractor waives all rights of recovery and subrogation against City under Contractor's 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 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 City.

E. The Builders Risk/Installation Floater insurance must include as named insureds, City, 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 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 City. City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

F. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

G. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against City, its officers, officials, agents and employees.

H. Provider is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

1.2 Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions.

1.2.1 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.

1.2.2 Contractor's insurance must contain broad form contractual liability coverage.

1.2.3 Contractor'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 shall be in excess of the coverage provided by Contractor and must not contribute to it.

1.2.4 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.

1.2.5. Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

1.2.6 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 Contractor for City.

1.2.7 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. 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 City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

1.2.8 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.

1.3 Insurance Cancellation During Term of Agreement.

1.3.1 If any of the required policies expire during the life of this Agreement, Contractor must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

1.3.2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall 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 shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Contractor or its

insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

1.4 Acceptability of Insurers**.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

1.5 Verification of Coverage**.** Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to City with a copy to Risk Management as the addresses listed in Section 1.3.2. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Contractor must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at a location within Maricopa County, Arizona designated by Contractor.

1.6 Contractors. Contractor's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Contractor and contractors must name City of Chandler as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

1.7 Approval**.** Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

1.8 Risk of Loss**.** Contractor assumes the risk of all loss, damage or claims related to Contractor's use of the Project sites or other Public Property, Contractor or third parties throughout the term of this Agreement and the term(s) of all permits. Contractor must be responsible for all damage to its property and equipment related to this Agreement unless caused by the negligence of the City or its agents or contractors.

1.9 Insurance to be Provided by Others**.** Contractor must cause its contractors or other persons occupying, working on or about, or using the Project sites pursuant to this

Agreement to be covered by their own or Contractor's insurance as required by this Agreement. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor at the Project sites (such as Contractor consulting design engineers, if any).

2. Additional Policy Provisions Required.

2.1 *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.

2.1.1. CM@Risk's insurance must contain broad form contractual liability coverage.

2.1.2. CM@Risk's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by CM@Risk and must not contribute to it.

2.1.3. CM@Risk's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.1.4. Coverage provided by CM@Risk must not be limited to the liability assumed under the indemnification provisions of this Agreement.

2.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by CM@Risk for City.

2.1.6. CM@Risk, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. CM@Risk must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

2.1.7. 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.

2.2. *Insurance Cancellation During Term of Agreement.*

2.2.1. If any of the required policies expire during the life of this Agreement, CM@Risk must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

2.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, CM@Risk or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

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

2.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, CM@Risk including City's general supervision of CM@Risk; Products and Completed operations of CM@Risk; and automobiles owned, leased, hired, or borrowed by CM@Risk.

2.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by CM@Risk even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D

SUBMITTAL REQUIREMENTS FOR GMP/PRICE PROPOSAL
(Page 1 of 2)

1. Unless otherwise instructed, CM@Risk must submit 3 bound copies of any GMP Proposal(s) that includes the following documents, complies with the requirements specified in this Agreement and the following instructions. The GMP Proposal(s) must be organized as follows:

   A. Table of Contents
   B. Project Description
   C. GMP Proposal and the following attachments:
      i. Detailed Cost Estimate upon which the GMP is based and if for phased work, a total project Detailed Cost Estimate as of the time of the phased GMP Proposal.
      ii. List of Subcontractors
      iii. Schedule of Manufacturers and Suppliers
   D. Schedule of Values ("SOV")
   E. Project Schedule and a variance report to the Baseline Project Schedule
   F. Construction phasing/traffic control (if applicable)
   G. List of GMP Plans and Specifications

2. A summary breakdown of the GMP Proposal is shown on page 2 of this Exhibit, along with instructions regarding certain line items. The definitions included in Section 1 of the General Conditions apply to the line items, as appropriate, and set-forth the criteria to be used by CM@Risk in providing the required breakdown.

3. The most current version of CM@Risk's SOV must be submitted with the GMP Proposal. Supporting documents for the SOV, including the request for bids, copies of bids received, and clarification assumptions used for the particular bid item listed must be provided in an organized matter that correlates with the SOV.

4. The final accepted GMP must not include any clarifications/assumptions made by CM@Risk in the preparation of the GMP Proposal, unless any such clarification or assumption is agreed to in writing by City.

5. The most current version of CM@Risk's Detailed Project Schedule must be submitted with the GMP Proposal with a variance report from the project's Baseline Schedule. The Detailed Project Schedule must be prepared as specified in this Agreement.

6. A table listing all drawing sheets included in the GMP Plans and Specifications must be included with the GMP package. The table must include the following information: Sheet Number, Sheet Name, Sheet Version, and Date of Issuance. The GMP Proposal and Specifications, as defined, must be transmitted as specified in this Agreement.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

EXHIBIT D

CM@RISK GMP SUMMARY (PAGE 2 of 2)

Project Name: _____ Date: _____

Project Location: _____

City of Chandler Project No.: _____

	Amount
A. Cost of Work	
A1 Cost of Work (self perform, no mark-up)	$0.00
A2 Cost of Work (subcontractors, suppliers, materialmen)	$0.00
TOTAL COST OF WORK:	**$0.00**
B. General Conditions	**$0.00**
SUBTOTAL 1 (Cost of Work) (A + B):	**$0.00**
C. CM@Risk's Fee	**$0.00**
SUBTOTAL 2 (A + B + C):	**$0.00**
D. Bonds and Insurance (on Subtotal 1)	
D1 Bonds (Payment and Performance)	$0.00
D2 Insurance	$0.00
TOTAL BONDS & INSURANCE:	**$0.00**
SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	**$0.00**
E. Sales Tax	
E1 Sales Tax	$0.00
E2 Tax Credits	$0.00
TOTAL SALES TAX:	**$0.00**
F. Approved Allowances	
F1 Owner's Allowance	$0.00
F2 Owner's Allowance for Water and Wastewater	$0.00
TOTAL ALLOWANCES:	**$0.00**
G. Contingencies	
G1	$0.00
G2	$0.00
TOTAL CONTINGENCIES:	**$0.00**
TOTAL GMP PROPOSAL:	**$0.00**

Establishment of Values:

a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal.

b. General Conditions Cost (B) to be established in Baseline Cost Model.

c. CM@Risk Fee as set forth in Section 3.7.3 of this Contract

EXHIBIT E
GENERAL CONDITIONS
AND
GENERAL CONDITIONS APPENDICES

GENERAL CONDITIONS

Approved date: July 20, 2022

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SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction Agreements entered into by the City of Chandler, unless otherwise specifically excluded in the executed Agreement.

SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Agreement Price is agreed to for Contractor to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order: A written instrument issued after execution of the Agreement Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Agreement Price, the extent of the adjustment to the Agreement Time, or modifications of other agreement terms. The Agreement Price and the Agreement Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Agreement and for whom the Work or Services are to be provided pursuant to the Agreement(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Agreement: The written agreement executed between City and Contractor, including all of the Agreement Documents.

Agreement Documents: The documents which together form the Agreement between City and Contractor, as identified in Article 2 of the Agreement, or are otherwise incorporated into the Agreement, including the Agreement, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Agreement.

Agreement Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Agreement.

Agreement Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Agreement Documents. Agreement Time starts

with the Notice to Proceed (NTP) and ends with Final Acceptance. The Agreement Time is set forth in the Agreement and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Agreement Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Agreement by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Agreement.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Agreement Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Agreement Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction agreement close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Agreement Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for an Agreement Price, Scope of Work, materials, or other item under an Agreement, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Agreement Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Agreement.

Project: The Project specified in the Agreement (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Agreement, or any successor thereto

designated by City. The Project Manager has the authority to act on behalf of City, as delineated and limited by the Agreement Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Agreement.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Agreement Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Agreement, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Agreement Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Agreement Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Agreement Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Agreement. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Agreement Price into pay items, such that the sum of all pay items equals the Agreement Price for the construction phase Work, or for any portion of the Work having a separate specified Agreement Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Agreement as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Agreement Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works

Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having an Agreement with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Agreement with Contractor or any other individual or firm having an Agreement with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Agreement Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Agreement with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Agreement Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Agreement Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

3.1 City operates under the latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of the City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov.

3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded from their website at: http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Agreement by this reference.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 **GENERAL**

4.1.1 Contractor must construct the Work in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If Contractor observes errors, discrepancies or omissions in the Agreement Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection, and testing. Contractor must provide proper and safe conditions for such access.

4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 Contractor must ensure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.

4.1.8 All property owners that may be affected by the proposed construction activities must be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by Contractor prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the City.

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.

4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Agreement Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Agreement Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.

4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Agreement Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Agreement date of final completion will be charged to Contractor at a rate previously negotiated City; and

c. All retesting required due to the failure of Contractor's Work to meet the requirements of the Agreement Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Agreement, Contractor must execute Agreement and deliver to City. Failure to do so may delay Agreement award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Agreement, Agreement must be fully executed by City.

4.2.3 After Agreement award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Agreement requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Agreement letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Agreement Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from

City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Agreement duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

a. 1-inch CMOS
b. Pixels: 20M
c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
d. For photographing: 16.9 Aspect Ratio: 5472x3078
e. For video shooting: MP4/MOV/H.264
f. FHD: 1920x1080 120p @100Mbps
g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
h. All metadata to be recorded including GPS data and preserved with photographs provided.

Interval	**JPEG**
3 month intervals	At an altitude (AGL) between 70-90 ft.
3 month intervals	Images to be taken every 50-100 ft. to be determined based on project scope.

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Agreement Documents to be the responsibility of City or a separate Contractor, Contractor must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Agreement Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work

under this Agreement is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Agreement is taking place. Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Agreement Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Agreement Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Agreement Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Agreement Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Agreement Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition, Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line

setter installed in a meter box, City forces will re-install meter. No compression fittings will be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Agreement Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Agreement Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Agreement Documents.

4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Agreement Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.

4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

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

4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.

4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Agreement Price are required to furnish performance and payment bonds to Contractor, unless

otherwise approved in writing by City.

4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Agreement Documents.

4.5 **CONTROL OF THE PROJECT SITE**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor is responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under an Agreement with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Agreement.

4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Agreement Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.6.9 Contractor's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Agreement Price, and no additional payment will be made for this work.

4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Agreement Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.

4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Contractor must submit test results to the designated City representative.

4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported**.** Vertical location of tests for underground utilities must indicate the depth of the

excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the Agreement provisions, the City may:

a. Order the Contractor to replace ineffective or unqualified quality control personnel.

b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non- pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Agreement Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Agreement Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.

b. Arrangements and sectional views.

c. Necessary details, including complete information for making connections between work under this Agreement and work under other Agreements.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, City of Chandler Project Number and descriptions.

b. Submittal date and space for revision dates.

c. Identification of equipment, product or material.

d. Name of Contractor and Subcontractor.

e. Name of Supplier and Manufacturer.

f. Relation to adjacent structure of material.

g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Agreement Documents.

j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Agreement.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

4.7.3.8 If the Shop Drawings show departures from the Agreement requirements, Contractor must make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Agreement. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Agreement letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Agreement letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Agreement Price.

4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Revisions to routing of piping and conduits.

e. Actual equipment locations.

f. Changes made by Change Order or Addendum.

g. Details not on original Agreement Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Agreement Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Agreement. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Agreement. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the

Work without cost to City, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Agreement Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City’s rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Agreement Documents and a reduction in the Agreement Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Agreement Time because of any delay in Contractor’s performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City,

City will have authority to cause unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

4.9.6.1 If, within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement Documents, or by any specific provision of the Agreement Documents, any Work is found to be defective, Contractor must promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Agreement Documents, including appropriate reduction in the Agreement Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.

4.9.10 Nothing in the warranties contained in the Agreement Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Agreement Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Agreement Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Agreement Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Agreement Documents.

4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Agreement Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Agreement Documents.

4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Agreement Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Agreement to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

SECTION 5 - CITY RESPONSIBILITIES

5.1 CITY PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Agreement Documents.

5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Agreement Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Agreement modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Agreement Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**.

Contractor will be provided up to five copies of the Agreement Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished,

upon request, at the cost of reproduction.

SECTION 6 - AGREEMENT TIME

6.1 AGREEMENT TIME

6.1.1 The Agreement Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.

6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Agreement. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all agreement insurance, bonds, and schedules are submitted to and accepted by the City.

6.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of Contractor to perform any covenant or condition contained in the Agreement Documents within the time periods specified herein, will constitute a material breach of this Agreement entitling City to terminate the Agreement unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Agreement Documents.

6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Agreement Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Agreement entitling City to all the remedies set forth herein or provided by law.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Agreement Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Agreement Time.

6.2.2 Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City's review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Agreement Documents and completion of the Project within the Agreement Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Agreement Time remains the obligation of Contractor. City's review does not relieve Contractor from compliance with the requirements of the Agreement Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Agreement Time, as adjusted in accordance with the Agreement Documents. No modification to the Agreement Documents or the Agreement Time will be effective unless approved in advance by City.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Agreement Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Agreement Time.

6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Agreement, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet Agreement Milestones and

the Project completion date.

6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Agreement Time.

6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Agreement Time is also exceeded.

6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain- caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Agreement Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.

6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Agreement by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay. In addition, the parties agree if Contractor's delayed or suspended performance directly arises out of or directly results from the COVID-19 pandemic, Contractor's delayed or suspended performance may be excused as set forth in this clause. Provided, however; Contractor must give the City written notice within 30 days of the occurrence of the event giving rise to COVID-19 pandemic related delayed or suspended performance. For COVID-19 pandemic related delay or suspended performance, the parties must agree in writing to the length of the excused delay or suspended performance. Further, Contractor must obtain the City's written approval to use any allowance established as part of the project for delays and costs related to the COVID-19 pandemic.

6.3 SUBSTANTIAL COMPLETION

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in

writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Agreement Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the

Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Agreement Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded agreements) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Agreement Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Agreement, notwithstanding the existence of one or more disputes between the parties

concerning the scope of the Work, the Project Schedule, Agreement Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Agreement or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes payment to Contractor in accordance with Section 8 of these General Conditions.

SECTION 7 - AGREEMENT PRICE

7.1 UNIT PRICE AGREEMENTS

7.1.1 The Agreement Price for all Unit Price Agreements will be the amount set forth in the Agreement or Change Order multiplied by the verified quantity provided.

7.1.2 Measurements of quantities to determine the total Agreement Price must be in accordance with MAG Specification §§ 109.1 and 109.2.

7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Agreement Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require.

7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Agreement Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

SECTION 8 - PAYMENT

8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed

by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Agreement Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data, satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

8.1.3 Except for Work performed under a JOC Agreement, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Agreement in accordance with Arizona Revised Statutes Section 34-221 or 34-607. The Contractor may elect to deposit securities in lieu of retention in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City’s rights to withhold or offset payments, and other rights of City, under the Agreement.

8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

8.1.7 Contractor’s Warranty of Title.

8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Agreement will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material agreements, and notices of its provision must be given to all persons furnishing materials for the Work when no formal agreement is entered into for such materials.

8.2 **PAYMENT UPON SUBSTANTIAL COMPLETION**

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 **FINAL PAYMENT**

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the Agreement, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Agreement Documents) have been delivered to City, as specified in this Section 8.3;

c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;

d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and

e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 **CITY'S RIGHT TO WITHHOLD PAYMENT**

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;

e. Damage to City or another Contractor;

f. Reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Agreement Documents; or

h. Contractor is in default of any of its other obligations under the Agreement Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded agreements, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Agreement for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City,

against payment due from City to Contractor, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Agreement, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 **FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT**

8.8.1 Records for all Agreements between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Agreement requirements for deliverables;

b. Compliance with approved Plans and Specifications;

c. Compliance with § 14.9 below;

d. Compliance with Agreement provisions regarding the pricing of Change Orders;

e. Accuracy of Contractor representations regarding the pricing of invoices; or

f. Accuracy of Contractor representations related to claims submitted by

Contractor or any of their employees.

8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum agreements) have the same right to audit provisions contained in this Agreement included in their agreements with Contractor.

8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.

8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.

8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE AGREEMENT

9.1 **FIELD ORDERS**

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Agreement Price or Agreement Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 **EXTRA WORK/CHANGES IN THE WORK**

9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Agreement as if originally incorporated herein.

9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the

Agreement as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Agreement as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Agreement was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Agreement involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;

b. By unit prices stated in the Agreement Documents;

c. When the City determines that a Unit Price Book Job Order associated with a Job Order Agreement requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) Contractor will have the right to add the fee percentage applicable to the Work under the Agreement, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.

(iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Agreement for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will

not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Agreement (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Agreement will have the same effect as if they had been included in the original Agreement.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Agreement agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Agreement Price adjustments under the Agreement. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Agreement with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Agreement period and up to three years after final payment is made on the Agreement) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Agreement regarding pricing of Change Orders, an appropriate Agreement Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Agreement Price or Agreement Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Agreement Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Agreement Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Agreement by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Agreement and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Agreement.

10.2.2 City may also terminate the Agreement if City determines, in its sole discretion that Contractor has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from City;

e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or

i. Otherwise breached a provision of the Agreement Documents or any other Agreement between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Agreement, without prejudice to any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Agreement and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Agreement for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Agreement Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Agreement.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Agreement at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Agreement award, the Contractor must furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement may not be deemed to apply to required Worker's Compensation coverage.

11.1.2 The Contractor and any of its Subcontractors must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

11.1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

11.1.4 The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor**,** its agents, representatives, employees, or Subcontractors and the Contractor is free to purchase any additional insurance as may be determined necessary.

11.1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

11.2.1.1 Commercial General Liability-Occurrence Form. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

11.2.1.2 Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles. Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

11.2.1.3 Workers Compensation and Employers Liability Insurance. Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of Work under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

11.2.1.4 Builders' Risk/Installation Floater Insurance. The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the Agreement Price and all subsequent modifications. The Contractor's Builders'

Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any Project property or equipment is in transit, off Site, or while on Site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the Site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

b. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor- Builders' Risk/Installation Floater insurance described herein.

c. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

d. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

e. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of Subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 Days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. Contractor must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Agreement.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: "City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor".

f. If Work under this Agreement requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Agreement requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.2.1.6 Cyber Technology Errors and Omissions, Network Security, and Privacy Liability Insurance. The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement with a limit of not less than $5,000,000 for each occurrence, $5,000,000 aggregate. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor must maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Contractor must maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Contractor contends that any of the insurance it maintains pursuant to other sections of this Exhibit C satisfies this requirement (or otherwise insures the risks described in this section), then Contractor must provide proof of same.

The insurance must provide coverage for the following risks:

1. 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.
2. 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.
3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

The policy must provide a waiver of subrogation.

11.3 **ADDITIONAL POLICY PROVISIONS REQUIRED**

11.3.1 Self-Insured Retentions or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

11.3.2 The Contractor's insurance must contain broad form contractual liability coverage.

11.3.3 The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees will be in excess of the coverage provided by the Contractor and must not contribute to it.

11.3.4 The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

11.3.6 The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

11.3.7 The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the required Additional Insureds set forth herein.

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

11.3.9 Insurance Cancellation During Agreement Term.

11.3.9.1 If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 Days after the renewal date containing all the required insurance provisions.

11.3.9.2 Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after 30 Days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 Days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the require notice, the Contractor or its insurance broker must notify the City of any cancellation, suspension, non-renewal of any insurance within 7 Days of receipt of insurers' notification to that effect.

11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

11.3.10.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed Operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

11.3.10.2 The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

11.4 **BONDS AND OTHER PERFORMANCE SECURITY**

11.4.1 After Agreement award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Agreement Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

11.4.3 The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

SECTION 12 - INDEMNIFICATION

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

SECTION 13 -DISPUTE RESOLUTION

13.1 All disputes arising out of or relating to the Agreement, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.

13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Agreement until such dispute is resolved.

13.3 Notwithstanding any other provision in this Agreement, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Agreement, to obtain specific performance of any provision of the Agreement, to advance the completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 **AGREEMENT DOCUMENTS**

14.1.1 The Agreement Documents are intended to permit the parties to complete the Work and all obligations required by the Agreement Documents within the Agreement Times for the Agreement Price. The Agreement Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Agreement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Agreement Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Agreement Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.

14.1.3 The Agreement Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Agreement Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Agreement award) when attached as an exhibit to the Agreement, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Agreement Drawings, as the same may be more specifically identified in the Agreement, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Agreement Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Agreement, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Agreement, Federal Provisions prevail.

14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Agreement Documents will be issued by the Design Professional through the City.

14.1.7 The headings used in this Agreement or any other Agreement Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Agreement Documents form the entire agreement between City and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Agreement Documents.

14.1.9 The Agreement Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Agreement Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Agreement Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Agreement Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).

14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Agreement and subject to penalties up to and including termination of this Agreement.

14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

14.4 **HAZARDOUS ENVIRONMENTAL CONDITIONS**

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Agreement Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Agreement. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 **COOPERATION AND FURTHER DOCUMENTATION**

Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Agreement Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Agreement Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Agreement.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Agreement Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

Pursuant to A.R.S. §§ 1-501 and 1-502, City is prohibited from awarding an agreement to any natural person who cannot establish that such person is lawfully present in the United

States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming the identification provided is genuine. This requirement will be imposed at the time of agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Agreement, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Agreement will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Agreement Documents will be construed to give any rights or benefits in the Agreement Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Agreement Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Agreement Documents will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the Agreement or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 **SEVERABILITY**

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

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Agreement and performance of the Services and the Work, Contractor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement, including, without limitation, those set forth on Exhibit C of the Agreement.

14.14 **PARTIAL INVALIDITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Agreement bring an action to enforce any provision of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Agreement.

Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Agreement. If Contractor gains financial or economic interest in the Project during the course of this Agreement, this may be grounds for terminating this Agreement. Any decision to terminate the Agreement must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Agreement of any present City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Agreement Modifications for this Agreement.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Agreement.

14.17 **INDEPENDENT CONTRACTOR**

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

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

14.20 **DATA CONFIDENTIALITY**

14.20.1 As used in the Agreement, “data” means all information, whether written or verbal, including plans, specifications, renderings, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the City in the performance of this Agreement.

14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor’s performance of this Agreement is confidential and proprietary information belonging to City.

14.20.3 Except as specifically provided in this Agreement, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its

Subcontractors must not use data for any purposes except to perform Work required under this Agreement. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:

a. Data which was known to Contractor or its Subcontractors prior to its performance under this Agreement unless such data was acquired in connection with Work performed for City;

b. Data which was acquired by Contractor or its Subcontractors in its performance under this Agreement and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and Contractor or its Subcontractors are not otherwise required to hold such data in confidence; or

c. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its Subcontractors are subject.

14.20.4 In the event the Contractor or its Subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its Subcontractors became privy as a result of any other agreement with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Agreement.

14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

14.21 **SURVIVAL**

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

14.22 **COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, City will have the right to annul the Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.23 **NO WAIVER**

The failure of either party to enforce any of the provisions of the Agreement Documents or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor will it affect the validity of the Agreement Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Agreement are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Agreement. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Agreement or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Agreement Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Agreement Article 1, incorporated by reference.

14.25.4 When any provisions of the Agreement Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Agreement Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Agreement Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Agreement. Specifically, all employees of Contractor who are working under an agreement with City must be notified, in writing, by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Agreement and possible debarment form bidding on future City

projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

15.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 apply to GMP and Cost-Based Agreements, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –
The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Agreement with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Agreements.

CM@Risk Fee or Contractor's Fee –
An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Agreement Documents –
Where compensation under the Agreement is based upon a GMP accepted by City, the term "Agreement Documents" also includes the accepted GMP Proposal.

Agreement Price –
Where compensation under the Agreement based upon a GMP accepted by City, the term "Agreement Price" refers to the GMP.

Cost-Based Agreement, Change Order, or Job Order –
A Agreement, Change Order, or Job Order where the Agreement Price is based upon the actual cost of performing the Work, subject to the terms of the Agreement Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these General Conditions.

Deliverables –
The work products prepared by Contractor in performing the scope of work described in the Agreement. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Agreement or required by the Project Team.

Pre-Construction Services Agreement –
The Agreement entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Agreement, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –
The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Agreement, Change Order, or Job Order if applicable.

15.2 **AGREEMENT PRICE**

15.2.1 The Agreement Price for all Agreements, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Agreement, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Agreement Price may only be changed as set forth in Section 9 above.

15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Agreement Price. All other costs will not be paid by City and will not be chargeable against the Agreement Price.

15.2.4 Cost-Based Agreements. For Agreements, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

15.3.1 Contractor must include in the Agreement Price all Allowances stated in the Agreement Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection.

Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Agreement Documents:

15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Agreement Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Agreement Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) agreement default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the City (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. City will provide CM@Risk with a Work Change Directive authorizing CM@Risk to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CM@Risk and City or will be documented by CM@Risk on a time and materials basis and are subject to verification by City. Any amount not used in the Owner's Contingency will belong to the City and will reduce the GMP.

15.5 **REDUCTION IN RETENTION**

If the Agreement Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Agreement.

15.6 **FINAL PAYMENT**

If the Agreement Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Agreement, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered or granted by City to the extent such actual, documented costs are justified.

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Agreements and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Agreement –
Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –
A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax,

profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –
The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –
The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –
Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –
The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;

b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g., permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and

c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based or a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self- performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content of Job Orders under the Agreement will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);

b. The address or location of the Work;

c. The Agreement Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);

d. The name of the JOC Contractor representative for the Project;

e. The Drawings and Specifications for the Project;

f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project

Schedule, Exhibit A to the Job order); and

g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all "extensions of design" for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Agreement Documents, Laws, Regulations, or Legal Requirements, and the common law.

16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

16.4.3 Construction Phasing

16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Agreements, City will decide to dispute and that decision will be final.

16.4.5 Ownership of Work Product. Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, JOC Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

16.5 **OPTIONAL LIQUIDATED DAMAGES**

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Agreement or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable to JOC Contractor.

16.6 **PERFORMANCE MEASUREMENT**

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to not award future Job Orders or Option periods based on performance will be at the sole discretion of City.

SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

17.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Agreements.

17.2 **GENERAL**

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under

similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi- weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Agreement for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Agreement Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now know or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C.
§101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design

responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the

Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule

17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

17.4 DESIGN DOCUMENT REVIEWS

17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre- construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.

17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with

the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Agreement Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are: Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.

17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

17.6 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.

17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.

17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.

17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).

17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.

17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.

17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.

17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.

17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values

must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self- performed by CM@Risk, or its affiliates.

17.8 **PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES**

17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 In no event will City pay more than seventy-five (75%) of the Agreement Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Agreement for the entire Project by City Council. If CM@Risk does not prepare a GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to receive the 25% of the Agreement Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES AGREEMENT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

Appendix 1 – Policy Statement for Calculating Delays and Damages
Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Agreements
Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
Appendix 4 – Forms of Performance Bond
Appendix 5 – Forms of Payment Bond
Appendix 6 – Dispute Resolution
Appendix 7 – Certificate of Completion
Appendix 8 – Construction Sign Detail
Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
Appendix 10 Landscape Establishment Period

CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Agreement Documents, and will be the Agreement Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Agreement which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non- excusable, and concurrent. Only delays that extend Agreement Completion Time set forth in the Agreement Document will be considered for issues relating to Agreement extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Agreement Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Agreement Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Agreement at or prior to the time of execution of the Agreement. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both Agreement time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Agreement; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Agreement Submittals in accordance with the Agreement; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and compensation.

B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Agreement have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non- excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Agreement Specifications. Again, this list is not necessarily all inclusive.

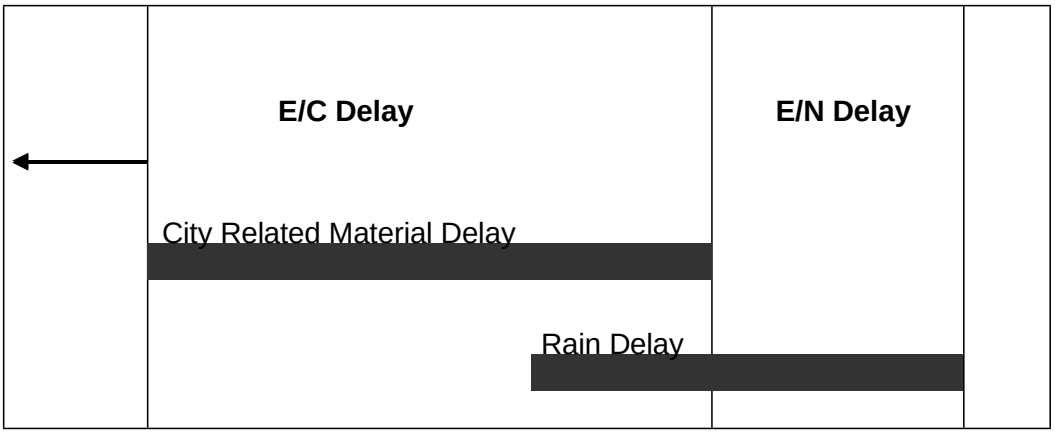
D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the Agreement completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs the delay to the Agreement Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will only extend the Agreement Completion Time by two days. The same method of analysis is

used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:



II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures

below assume that the Contractor is using CPM scheduling methods. As a minimum the Contractor must provide the following materials to the Engineer:

A. As-Planned Schedule. The initial construction schedule, required by the Agreement Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Agreement Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.

B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.

C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be requested by the Engineer.

D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-

compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Agreement. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.

B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.

C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than $5.00 per day or for unlisted equipment that has a value of less than for hundred dollars ($400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:

    a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;

    b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

    In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.

3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.

4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).

5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the

work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.

3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.

4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours, rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
   a. Purchase contracts(s).
   b. Depreciation schedule(s).
   c. Invoices for fuel, lube, repairs and other operating costs.

2. Leased:
   a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
   b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).
2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a

claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD AGREEMENTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Agreement for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.

2. A description of both the existing Agreement Requirements for performing the work and the proposed changes.

3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.

4. An itemization of the existing Agreement Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.

5. A detailed estimate of the cost of performing the Work under the existing Agreement and under the proposed changes, including the cost of developing and implementing the changes.

6. The Agreement items affected by the proposed changes and any variations in quantities resulting from the changes.

7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.

8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.

9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Agreement.

If the Contractor's Proposal is accepted in whole or in part, the necessary Agreement Modifications and Agreement Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Agreement until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Agreement which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Agreement if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Agreement bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Agreement prices. Agreement prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction

Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

COST REDUCTION INCENTIVE PROPOSAL FORM

TO: CIP City Engineer

FROM:

PROJECT NAME: **WATER RECLAMATION FACILITY IMPROVEMENTS PHASE 3**

CITY PROJECT NUMBER: **WW2401.251**

DATE:

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

ESTIMATED COST SUMMARY (Attached detailed estimate):

A.	Original Cost:	$
B.	Proposed Cost:	$
C.	Construction Savings (A-B):	$
D.	Gross Savings (Included OH %, Bond %)	$
E.	Contractor Implementing	$
F.	City Implementing Cost:	$
	Reduction in Agreement Price (C+D-E-F) x 50%:	$

Date by which a Change Order must be issued so as to obtain maximum cost reduction:

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

Project Name: WATER RECLAMATION FACILITY IMPROVEMENTS PHASE 3
City Project No.: WW2401.251

To the City of Chandler, Arizona

Gentlemen:

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

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

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

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

_____
Notary Public

_____
My Commission Expires

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

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

the _____ day of _____, 20___ for construction of **WATER RECLAMATION FACILITY IMPROVEMENTS PHASE 3, WW2401.251** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **WATER RECLAMATION FACILITY IMPROVEMENTS PHASE 3 , WW2401.251** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Agreement agree that time is of the essence in relation to performance of the Agreement and completion of the Project, therefore any and all disputes in relation to the Agreement will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

B. DISPUTE RESOLUTION REPRESENTATIVE ("DRR") PROCESS

1. The Parties under the Agreement agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") will, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

2. The DRR Process will be initiated through service of a DRR Notice as set forth below:

   a. For claims by the Contractor or the Design Professional, the DRR Process will be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
   (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific Agreement provisions in the Agreement Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

   b. For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Agreement Documents that apply, and the relief requested.

   c. The DRR Notice will be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

3. The other parties will respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response will be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

4. The designated Dispute Resolution Representatives for the Parties to the claim will then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. Unless otherwise designated in a written notice to the other parties, the City and the representatives of the Contractor and of the Design Professional will act as the parties' designated Dispute Resolution Representatives.

8. If a resolution of the Claim is reached, that resolution must be set forth in writing and must be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Agreement Documents, the Agreement Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Agreement Documents.

C. MEDIATION

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to B (5) above, whichever is earlier, will be submitted to mediation as a condition precedent to litigation by either party.

2. The mediation will be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation will occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party will provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the

mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Chandler, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. LITIGATION

Any claim arising out of or related to the Agreement, except Claims relating to aesthetic effect and except those claims waived as provided for in the Agreement Documents, must be resolved through litigation in the Maricopa County, Arizona Superior Court.

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT

CERTIFICATE OF COMPLETION

PROJECT NAME:	**WATER RECLAMATION FACILITY IMPROVEMENTS PHASE 3**		
CITY PROJECT NO.:	**WW2401.251**		
If Federally Funded:			
FEDERAL NO.:		**ADOT NO:**	

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE AGREEMENTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

FINAL ACCEPTANCE DATE:	

PRIME CONTRACTOR:

FIRM NAME:			
PRINCIPAL:			
TITLE:			
SIGNATURE:		DATE:	

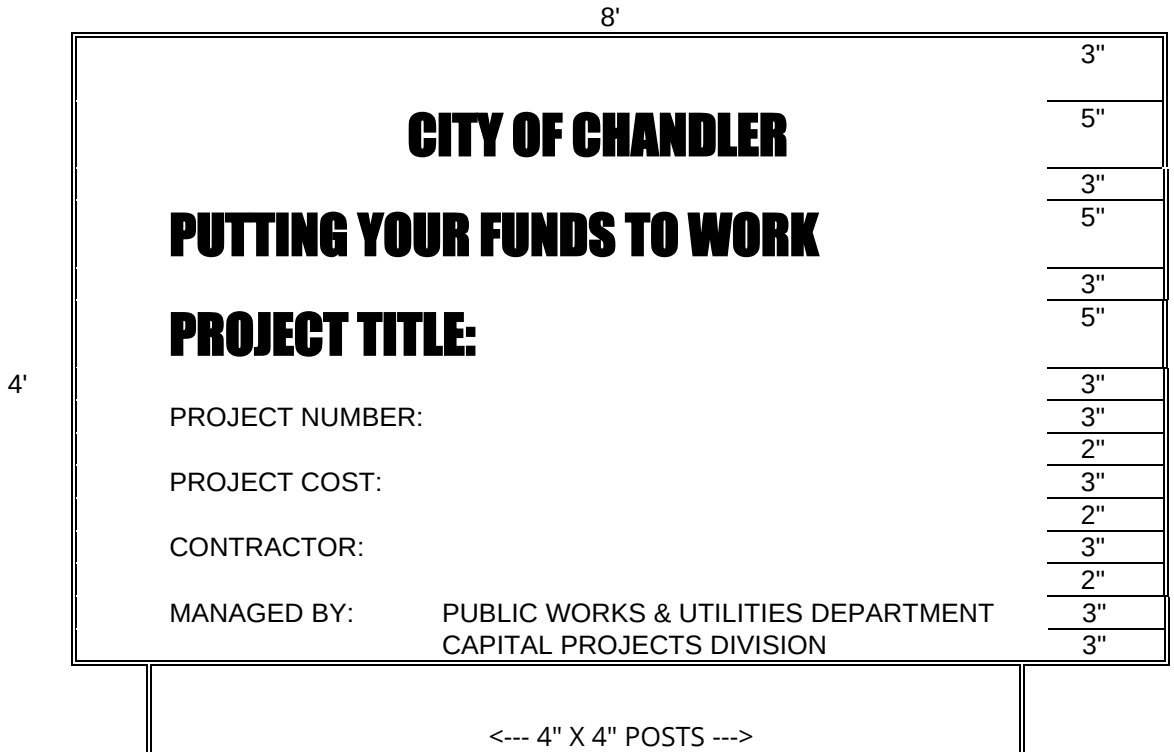
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

FIRM NAME:			
SIGNATURE:		DATE:	

PROJECT ACCEPTED BY CITY OF CHANDLER:

NAME:			
SIGNATURE:		DATE:	

CONSTRUCTION SIGN DETAIL



NOTES:

SIGN(S) MUST BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS MUST BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN MUST BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS MUST BE NON-REFLECTORIZED GREEN BACKGROUND, AND NON-REFLECTORIZED WHITE LETTERS AND NUMERALS.

ONE SIGN MUST BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN MUST BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

COST OF THE WORK

(APPLICABLE SOLELY TO CONSTRUCTION MANAGER AT RISK AND JOB ORDER CONTRACTING)

SECTION 1 – COSTS TO BE REIMBURSED

1.1 Cost of the Work

The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs must be at rates not higher than the standard paid at the place of the Project except with prior consent of City. The Cost of the Work will include only the items set forth in this Section 1.

1.2 Labor Costs

1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.

1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with City's approval. No Contractor personnel stationed at the Contractor's home or branch offices will be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and his/her time devoted to Project matters is considered to be covered by the Contractor's Fee.

1.2.3 Wages and salaries of Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of his/her time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans ("ESOP") will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.

1.2.4 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holiday, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.

1.2.4.1 Cost of the Work will include the actual net cost to Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of Work per this Agreement. The actual net cost of worker's compensation must take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

1.2.4.3 Overtime wages paid to salaried personnel (if approved in advance in writing by City) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.

1.2.4.4 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers will require City's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone he/she is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.

1.2.4.5 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) will apply for each of the following types of fringe benefit costs specifically attributable to each of the non-union personnel working on the Project:

- Medical Insurance, Dental, Life & AD&D Insurance: 12.00%
- Holiday, vacation and other paid time not worked: 10.00%
- Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans (Note: ESOP related costs are covered by the Contractor Fee) 10.00%

For non-union personnel, no other fringe benefit costs (other than the three specific categories listed immediately above, will be considered reimbursable Cost of Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

1.3 Subcontract Costs

1.3.1 Payments made by Contractor to Subcontractors in accordance with the requirements of the subcontracts.

1.3.2 For Scope of Work Bid Packages typically performed by Subcontractors, Contractor may "self- perform" such work on an actual cost basis subject to an agreed upon Guaranteed Maximum Price for the "self-performed work". The Contractor must, unless agreed to by City in writing, bid his/her proposed guaranteed Maximum Price for the work to be "self-performed" against at least three other interested trade Contractors. All savings under any such Subcontract for "self-performed work" must be applied to reduce the Cost of Work under the Agreement and the Guaranteed Maximum Price. For purposes of defining "self-performed work" subject to this provision, any division of Contractor, or any separate Contractor or Subcontractor that is partially owned or wholly owned by the Contractor or any of his/her employees or employee's relatives will be considered a related party entity and will be subject to this provision regarding "self-performed work". No self-performed work will

be allowed to be performed on a Fixed Price basis.

1.3.3 Contractor (with respect to its Suppliers, Subcontractors and all lower tier Subcontractors) must provide City advance written notice and must obtain City's approval for any proposed Subcontract Change Order, Material Purchase Order, or other financial commitment in an amount in excess of $5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime Agreement Guaranteed Maximum Cost). It is agreed that sums applicable to any Subcontract Change Order, Purchase Order or other financial commitment entered into in violation of the above notice and approval requirement will not be included in the amounts owning to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.

1.4 Costs of Material and Equipment Incorporated in the Completed Construction

1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, will become City's property at the completion of the Work or, at City's option, may be sold by the Contractor. Any amounts realized from such sales must be credited to City as a deduction from the Cost of Work.

1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. will be credited to job cost.

1.5 Costs of Other materials and Equipment, Temporary Facilities and Related Items

1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor will mean fair market value.

1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to City's prior written approval.

1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals must be considered by Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment must be considered "job owned". At the completion of the Project, Contractor must transfer title and possession of all remaining job-owned equipment to City, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by City and Contractor.

1.5.2.2 Each piece of equipment to be rented must have hourly, daily, weekly and monthly rates and

the most economical rate available will be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of Contractor.

1.5.2.3 Equipment Rental Rates

1.5.2.3.1 Compensation for equipment used on the Project will be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.

1.5.2.3.2 All equipment rental rates and costs are subject to City's right to audit when submitted as part of Equipment Plan and/or at any time during the Project.

1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment must not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals will be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.

1.5.2.5 Fair market value for used material and equipment as referred to in the Agreement Documents will mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment will be the sole responsibility of Contractor, and not City, and the cost of such losses will not be reimbursable under the Agreement.

1.5.2.7 Contractor will be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory must be submitted to City each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved Fair Market Value at the time the piece of equipment was first used on the job and (4) final disposition.

1.5.2.8 All costs incurred for minor maintenance and repairs will be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary; consequently such costs are not reimbursable and are intended to be covered by the rental rates.

1.5.3 Costs of removal of debris from the Site.

1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

1.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

1.5.5.1 No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized City's representative.

1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.

1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents ($.05) per square foot for prints and a maximum of five cents ($.05) per 8 ½ by 11-inch page for offset print or photo copied agreement documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.

1.6 Miscellaneous Costs

1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Agreement. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based Agreements upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Agreement Price, Contractor must credit the City a pro- rated amount for the unused portion of the bond payment

1.6.1.1 Contractor's actual cost for insurance will be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project must reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.

1.6.1.2 The amount to be reimbursed to Contractor for all contractually required insurance will be actual costs not to exceed a total of 2% of the Agreement Value, unless Contractor establishes to City's satisfaction that the actual cost is higher and City agrees to such actual higher cost in writing. If Contractor's cost of contractually required insurance is greater than the amount agreed to be reimbursed per this Agreement Provision, the difference will be considered to be covered by the Contractor's Fee. The City will reimburse Contractor for contractually required insurance on a monthly basis for GMP and Cost-Based Agreements. If Contractor can demonstrate substantial savings by paying for all insurance in advance, the City may agree to reimburse all insurance costs at time of first pay application for GMP and Cost-Based Agreements with proof of payment from Contractor.

1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Agreement Documents to pay.

1.6.4 Fees of laboratories for tests required by the Agreement Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.

1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Agreement Documents; and payments made in accordance with legal judgments against Contractor resulting from such suites or claims and payments of settlements made with City's consent. However, such costs of legal defenses, judgments and settlements must not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.

1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware must not exceed the Fair Market Value of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the Fair Market Value, that particular piece of hardware must be turned over to City whenever it is no longer needed for the Project. If Contractor elects to keep the particular piece of hardware, the job costs must be credited with a mutually agreeable amount which will represent the Fair Market Value of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs will not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.

1.6.7 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Agreement Documents.

1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval; which approval will not be unreasonably withheld.

1.6.9 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by City in writing. If City authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of $50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by City will be considered to be covered by the Contractor's Fee.

1.7 Other Costs and Emergencies

1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by City.

1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or

loss in case of an emergency affecting the safety of persons and property.

1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance, sureties, Subcontractors or Suppliers.

1.8 Related Party Transactions

1.8.1 The term "related party" will mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor. The term "related party" includes any member of the immediate family of any person identified above.

1.8.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a related party, Contractor must notify City in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If City, after such notification, authorizes in writing the proposed transaction, then the cost incurred will be included as a cost to be reimbursed, and Contractor must procure the Work, equipment, goods or service from the related party, as a Subcontractor. If City fails to authorize the transaction, Contractor must procure the Work, equipment, goods or service from some person or entity other than a related party.

SECTION 2 – COSTS NOT TO BE REIMBURSED

2.1 The Cost of Work must not include:

2.1.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 1.2.2 and 1.2.3.

2.1.2 Expenses of Contractors' principal office and offices other than the site office.

2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.

2.1.3.1 Costs of Contractor's home office computer services or other outside computer processing services will be considered overhead and general expense. Accordingly, Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at Contractor's home or branch offices, or other outside service locations.

2.1.4 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

2.1.5 Rental costs of machinery and equipment, except as specifically provided in subparagraph 1.5.2.

2.1.6 Except as provided in Subparagraph 1.7.3 of the Agreement, costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractors and Suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.

2.1.7 Any cost not specifically and expressly described in Section 1.

2.1.8 Costs, other than costs included in Change Orders approved by City that would cause the GMP to be exceeded.

SECTION 3 – DISCOUNTS, REBATES, REFUNDS AND SAVINGS

3.1 Cash discounts obtained on payments made by Contractor will accrue to City if (1) before making the payment, Contractor included them in an Application for Payment and received payment therefore from City, or (2) City has deposited funds with Contractor with which to make payments; otherwise, cash discounts will accrue to Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment will accrue to City, and Contractor must make provisions so that they can be secured.

3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any Subcontractor default insurance, refunds or rebates from any Contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.

3.1.2 "Cash" discounts which may accrue to Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of "Cash" discounts greater than 1.5% will automatically accrue to City if Contractor is eligible to take advantage of the discounts.

3.2 Amounts that accrue to City in accordance with the provisions of Paragraph 3.1 will be credited to City as a deduction from the Cost of the Work.

3.3 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, will belong to City, subject to any express right in the Agreement for Contractor to share in savings. Savings are subject to City's right to audit, and may be audited separately.

SECTION 4 – GENERAL CONDITIONS COSTS

4.1 General Conditions Costs may include, but are not limited to, the following types of costs incurred by Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor

costs, costs of bond premiums, costs of consultants not in the direct employ of Contractor or Subcontractors, fees for permits and licenses.

4.2 General Conditions Costs may be paid on a percentage of the Agreement Price or on a lump/stipulate sum basis as set forth in the Agreement. All costs included in the General Conditions Costs will not be separately invoiced to or paid by City.

4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by City.

LANDSCAPE ESTABLISHMENT PERIOD

Section 1 – Description and General

Contractor is in direct control of work performed under the Landscape Establishment Period. If work is subcontracted, a representative of the Contractor will be present at the site of the work for all hours that the subcontractor works. Subcontracting of Landscape Establishment work will be permitted for weed eradication with herbicides, because of special licensing. A licensed temporary service may be used to supply labor to Contractor if Contractor has received approval from City Representatives. Contractor will submit the required subcontract documentation.

Contractor must provide adequate personnel to accomplish the required maintenance of the plant materials at intervals acceptable to City Representatives.

If not healthy at the end of the maintenance period, the maintenance must be continued until the plant material is approved by City.

1.1 Time and Schedule

Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will be per General Conditions Section 6.5.4.

1.2 Planted Stock and Seeding Establishment

1.2.1 Tree planting and staking must be per City of Chandler Standard Detail C-801.

1.2.2 All trees will stand erect on their own without stakes when brought to this site. If the tree cannot stand on its own when nursery stakes are removed, the tree will be removed and replaced.

1.3 Pre-Emergent Herbicide and Weed Control

1.3.1 Contractor will provide three applications of an approved pre-emergent herbicide on all unpaved areas of the project, as directed by City Representatives, to control weed growth in all areas of the project. The number of applications may be increased as directed by the City Representative, and at no additional cost to City, if the City Representative deems additional applications are required to control weed growth.

1.3.2 Application sequence will be approved in advance by City. The first application of pre-emergent will be completed prior to the application of Decomposed Granite and will be included with the cost of the Decomposed Granite as specified and part of the Construction Phase portion of work. The second application of pre-emergent will be completed after installation of the Decomposed Granit and no later than half-way through the Landscape Establishment Period. The third and final application of pre-emergent will be applied 15 days prior to completion of the Landscape Establishment portion of the project. The second and third pre-emergent applications will be included with the cost of Landscape Establishment. Watering will be completed in accordance with the manufacturer's recommendations, as included and as related to each application.

1.3.3 The pre-emergent herbicide will be applied in accordance with the Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

1.3.4 The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.

1.3.5 Contractor is responsible for the removal and disposal of all trash and debris that during the Landscape Establishment Period. Contractor will keep the project in a neat and orderly manner during the duration of the Landscape Establishment Period.

1.4 Water

The water used during Landscape Establishment to properly maintain the plant material will be furnished by City, at designated sources from within the project limits, at no charge to Contractor. Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

1.5 Plant Material Replacements

The plant material replacement will be considered as included in the work for Landscape Establishment, and will be made at no charge to the City.

1.5.1 Shrub and Plant Replacement - During the second half of the Landscaping Establishment period, Contractor will provide, where required, plant replacements as follows:

Original Size	**Replacement Size**
1 gallon	5 gallon
5 gallon	15 gallon
15 gallon	24-inch box
36-inch box	48-inch box

1.5.2 Tree Replacement – During the second half of the Landscape Establishment Period, Contractor will provide plant material replacements for existing plants that die as follows:

Existing Plant Material Sizes	**Replacement Size**
Trees:	
2-inch Caliper	24-inch box
4-inch Caliper	36-inch box
6-inch Caliper and greater	54-inch box
Shrubs:	
All Existing Shrubs	15 gallon

1.6 Measurement and Payment

See Technical Specifications for Measurement Payment provisions.

EXHIBIT F

SUBCONTRACTOR DOCUMENTS WITH CM@RISK

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

Charge Rates are to be billed at invoice plus 5% Acceptable

AZ - ROC320843	AIMS COMPANIES	MSHA - Q730
AZ - ROC243193		NASSCO Certified
AZ - ROC317294	2816 N 27th Ave	NACE Level II
Net 30 AZ Utracs 10860	Phoenix AZ 85009	OSHA 10/30

Customer: McCarthy Building Companies, Inc Project: GCOR 2025
Contact: Kimberly Young Date: 18-Dec-24
Location: Phoenix Metro Area Proposal #:

Hydro-Blasting	*Confine Space Entry*	*LEAD Abatement*	*Pipeline CCTV*	*Crossbore Inspection*
Wet/Dry Vacuum	*Commercial Painting*	*Tank Cleaning*	*Pipeline Cleaning*	*Sludge Pumping*
Hydro-Excavation	*Media Blasting*	*Flameless Cutting*	*3D optical scanning*	*GIS Mapping*

Proposed services	Unit	Rate	Qty	Total
Hydrovac Cleaning Services	HR	$ 245.00		$ -
CCTV Inspection	HR	$ 225.00		$ -
Hydro-excavation services	HR	$ 245.00		$ -
OT / Emergency call out services	HR	$ 285.00		$ -
Crew Truck	HR	$ 40.00		$ -
Additional Crew Members	HR	$ 47.00		$ -
Additional Crew Member O/T	HR	$ 70.50		$ -
Confined Space Equipment (Basic)	Daily	$ 500.00		$ -
East Valley Hydro-X Disposal	Each	$ 400.00		$ -
West Valley Hydro-X Disposal	Each	$ 350.00		$ -
Sanitary Sewer Disposal (5 ton min.)	Each	$ 85.00		$ -
100' Roll of flex	Each	$ 450.00		$ -
Consumables	Daily	$ 100.00		$ -
Lateral Launching	Each	$ 75.00		$ -
Per Diem (per man)	Each	$ 185.00		$ -
Safety / Supervisor	HR	$ 80.00		$ -
				$ -
			7% $ -	$ -

7% Fuel and Evnironmental Surcharge Port to Port	Estimated Total $ -

Qualifications:
AIMS assumes direct and uninterrupted access to worksite assigned, SOW. Projects that require Confined Space Entry or have complex access challenges may require Supervisor to plan and execute project based on scope of work. Aims will Bill O/T rates after 8 hours per day as well as weekends and Holidays. Rates do not reflect certified payroll. Payment terms are net 30. No retenion withheld.

Exclusions:
AIMS is not responsible for any construction fees, traffic control, permits or testing of material. Proposal structure is subject to change based on any SOW revisions received after proposal submittal.

Details:
Estimated durations vary on each project. All T&M assignments are a 4 Hour minimum each day. 8 Hour Min for Night work.

Proposal submitted by:	Proposal accepted by:
Bill Werner	Printed Name:
Business Development	Date:
	Purchase Order:
	Signature
bwerner@aimscompanies.com	
480-739-7216	

Bid Summary Sheet

Project Name:	**Chandler Phase 3 Blower Pilot Estimate**
Bid Date:	Tuesday, February 11, 2025
Owner:	City of Chandler
Contact:	
Prepared By:	Scott Goodall

LABOR RATES AS OF:

	Variable Job Expense		Amount	% of Direct Labor
	Labor:			
1	**Field Labor**		$ 43,556	
2	**Field Overhead**		$ -	0.0%
3	**Labor Escalation**	5.00%	$ 2,178	
4	**Subtotal Labor:**		**$ 45,734**	
	Equipment:			
5	**SRC Equipment**		$ 1,933	
6	**Outside Equipment Rent**		$ 2,380	
7	**Fuel & Oil**		$ 2,398	
8	**Subtotal Equipment:**		**$ 6,711**	
9	**Total Variable Job Expense**		**$ 52,444**	

	Fixed Job Expenses	Amount	
10	**Permanent Materials**	$ 157,370	
11	**Const. Material (M&S)**	$ 2,033	
12	**Subcontracts**	$ 81,200	
14	**Other**	$ 1,600	
15	**Cut / Add Total**	$ -	
16	**Performance Bond**	$ 3,786	1.1674% see Bond Table
17	**Liability Insurance**	$ 3,243	1.0000%
18	**Total Fixed Job Expense**	**$ 249,231**	

				Math Check
19	**Total Job Cost**		$ 301,676	301,676
20	**Total Markup**	7.50%	$ 22,626	
21	**Bid Total**		**$ 324,301**	

CHECKLIST:	Factor
Sales Tax Factor	**1.0780**
Estimated Project Fuel Price (**$/Gal**)	**$6.00**
Performance Bond required???	**see Bond Table**

PROJECT NAME: City of Chandler Blower Pilot Project

Bid Item No.	Description	Qty	Unit	Crew	Total U.C.	Total Totals	Remarks
						$ -	
	DIRECT COSTS						
					I thi		
1	**Sitework**	1	LS		3,984.33	$ -	$ 3,984
						$ -	
	Excavate Blower Pad	1	Day	Sitework		$ 2,384	
						$ -	
	MOVE IN	1	LS		800.00	$ 800	
	Foreman w/pickup	-	hr			$ -	
	Runner w/Knuckleboom	-	hr			$ -	
						$ -	
						$ -	
	MOVE OUT	1	LS		800.00	$ 800	
	Foreman w/pickup	-	hr			$ -	
	Runner	-	hr			$ -	
						$ -	
						$ -	
2	**Concrete Pad**	1	LS		5,497.33	$ -	$ 5,497
						$ -	
	FPS Pad	1	Ls			$ 1,933	
	Form Materials	50	SFCA			$ 539	
	Rebar	6	CY			$ 1,200	
	Buy Concrete	8	CY			$ 1,725	
	Concrete M/S	1,872	LS			$ 101	
						$ -	
						$ -	
3	**Mechanical Work**	1	LS		184,032.24	$ -	$ 184,032
						$ -	
	Ramy Estimate	1	Ls			$ 125,948	
	Demolition	1	LS			$ 17,304	
						$ -	
	Nueros Blower	1	LS			$ 10,780	
	Canopy allowance	400	SF			$ 30,000	
	Control Programming by City	1	LS			$ -	
						$ -	
						$ -	
						$ -	
4	**Electrical Base Estimate**	1	LS		98,954.89	$ -	$ 98,955
						$ -	
	DLB electrical Trench	420	LF	DLB		$ 14,998	
	Concrete Materials 2 x3 Trench	93	CY			$ 15,092	
	Electrical allowance	1	LS			$ 50,000	
						$ -	
	Cable Ramps	50	LF			$ 18,865	
						$ -	
						$ -	

CHANDLER - AWRF

PROPOSAL FOR SUM SERVICES

MAPPING THE PAST TO
BUILD THE FUTURE

6225 N 24th Street | Phoenix, AZ 85016

12/16/2024
Kimberly Young
Project Manager
McCarthy Building Companies, Inc

RE: CHANDLER – AWRF
PROFESSIONAL SUBSURFACE UTILITY MAPPING

Ms. Young:

McCarthy is pleased to submit this proposal for Subsurface Utility Mapping (SUM) on the CHANDLER – AWRF. Based on our review of the planned project scope, we recommend an ASCE 38-22 Quality Level B investigation of the included Project Limits.

If the enclosed scope of services, fees and conditions are acceptable, please sign one copy of this proposal and return it to my attention. We will begin work upon receipt of the signed proposal.

Thank you for your consideration. Please contact us at your convenience for any clarifications or questions.

Sincerely,

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Vice President
O: 949-851-8383
fglasper@mccarthy.com

Matthew Fitzgerald, PE
Director of Business Development
O: 636-262-4238
mfitzgerald@mccarthy.com

WHAT'S INSIDE

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2 | Why McCarthy Subsurface Utility Mapping

3 | Project Experience

4 | Scope of Services & Project Deliverables

5 | Pricing and Fee Schedule

6 | Subsurface Utility Mapping Project Limits

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8 | Proposal Acceptance

1 | Project Approach

ASCE 38-22 STANDARD

McCarthy will perform subsurface utility mapping (SUM) services for the utilities encountered within the proposed Project Area. Geophysical surface locating technologies will be implemented to complete utility designating in the field to an ASCE 38-22 Quality Level B Standard of Care. Per ASCE 38-22, SUM can be completed to varying levels of certainty ranging from Quality Level A (highest level of certainty) to Quality Level D (lowest certainty). Quality Levels are described below.

Quality Level A D C B A

Physical verification of the precise vertical and horizontal location of existing utilities utilizing non-destructive hydro-excavation to expose subsurface utilities critical to the project design. McCarthy recommends that all exposed utilities be surveyed and that updates to the utility drawing be completed. In addition, McCarthy recommends that project critical utilities be exposed using hydro-excavation after review of QL-B deliverables. After extensive field notes and pothole reports are documented, we will ensure the pothole locations are restored properly.

Quality Level B D C B

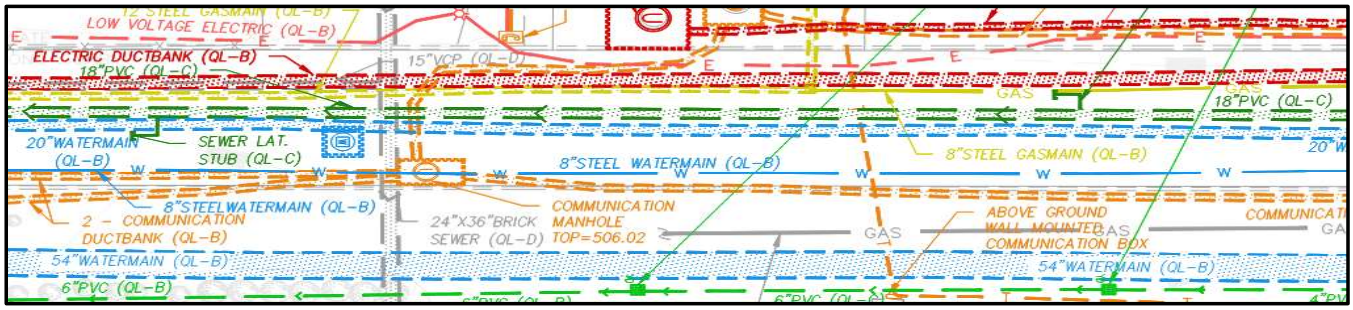
This level encompasses the Quality Levels D & C and utilizes appropriate surface geophysical locating technologies to confirm the horizontal location of utilities. Utilities verified with these locating technologies will be identified on-site utilizing spray paint or flagging. McCarthy will then survey each field designated utility and incorporate into the current site survey. A number of site-specific factors such as limited utility information from drawings or knowledgeable individuals, surrounding metallic objects or other interference generating artifacts, or conductive soils such as clay can have a negative impact on the implementation of some locating technologies. As a result, a lack of background utility information at a site can limit our ability to detect some utilities. Only utilities that are detectable through the utility prospecting techniques implemented can be shown with a Standard of Care of QL-B. After the deliverable is finalized, a thorough analysis is completed to summarize any discrepancies with provided records or possible conflicts with proposed designs. In addition, all collected field notes, 360-degree photos, butterfly diagrams, and inventory data will be hyperlinked to the final deliverable for easy access and review.

Quality Level C D C

QL-C involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

Quality Level D D

QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall “feel” for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities. Our team will begin each project working concurrently in the office and field. The kickoff meeting is initiated with the collection and review of all available utility documents (both public and private).



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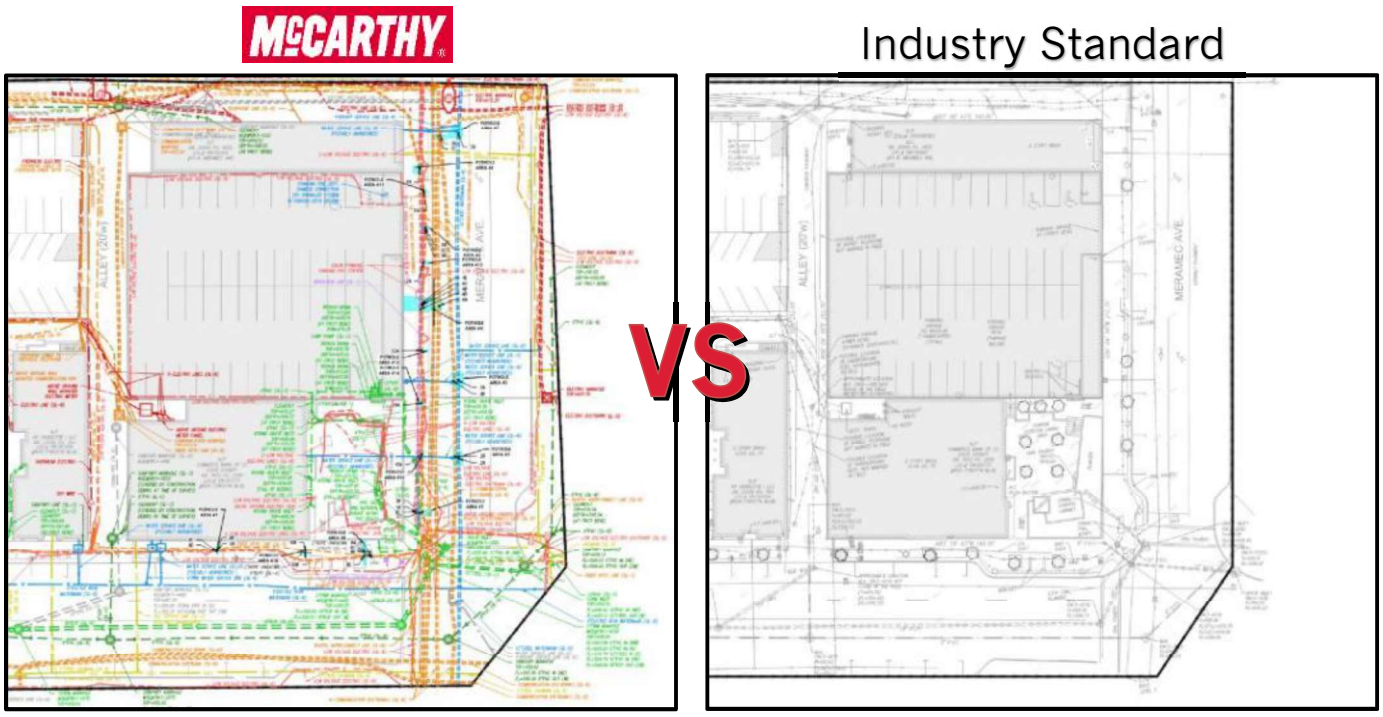
Through McCarthy's Subsurface Utility Mapping process, every utility depicted on a deliverable will be given an associated Quality Level based on ASCE 38-22. This utility investigation process and the associated deliverable package, has been tailor-made to directly benefit all aspect of project's life cycle, including early planning, design, construction, and facilities management.



THE **INTEGRATED** SUM PROCESS

It is widely accepted that underground unknowns are typically one of the top three risks facing a construction project. The current industry process being implemented to manage this critical utility data has been failing design and construction teams for years. McCarthy feels strongly that this critical utility data needs to be collected, communicated, and protected by one integrated SUM team. This ensures zero loss of data during each stage of the overall project. The integrated process below explains how our team delivers in effectively mitigating this project risk.

MAP

Discover, develop, and execute a subsurface utility mapping scope and approach that is aligned with the needs of all project and facility stakeholders.

DESIGN

Utilize all aspects of the deliverable package to support, enhance, and further develop designs that increase cost and schedule certainty.

COORDINATE

Engage directly with the project team to provide clarity of utility models, supporting the overall coordination of construction operations.

LAYOUT

Work alongside the project layout team to provide necessary data to accurately show existing and proposed utility alignments on site.

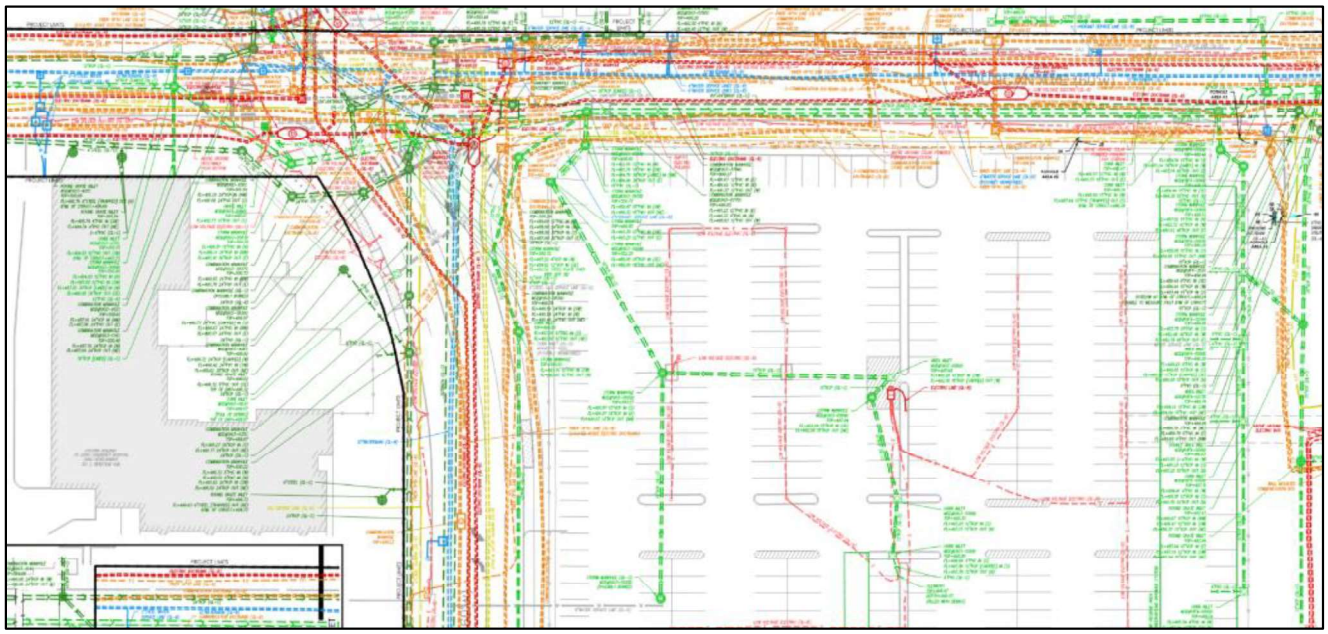
BUILD

Ensure the utility model and supporting data are available and understood by all field personnel prior to executing critical operational tasks.

WHAT'S INCLUDED IN OUR QL-B DELIVERABLE:

2-DIMENSIONAL UTILITY EXHIBIT (AUTOCAD & PDF)

For this QL-B package, we will provide a 2-dimensional utility exhibit in both AutoCAD Civil 3D (.dwg) and PDF. This deliverable package is completed to the McCarthy Subsurface Utility Mapping standards and in accordance with the ASCE 38-22 standard. This document can be the foundation to develop a strategic Quality Level A plan based on verified horizontal utility data. This deliverable brings value to early planning, design, and construction phases of a project, as well as facilities management operations.



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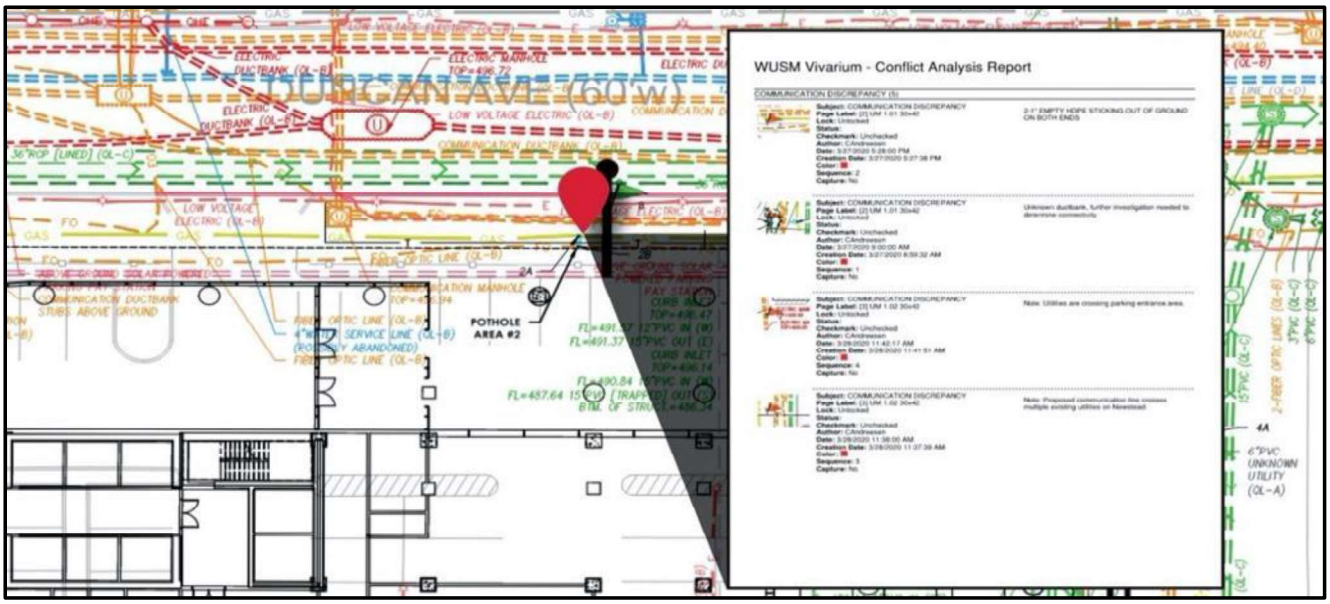
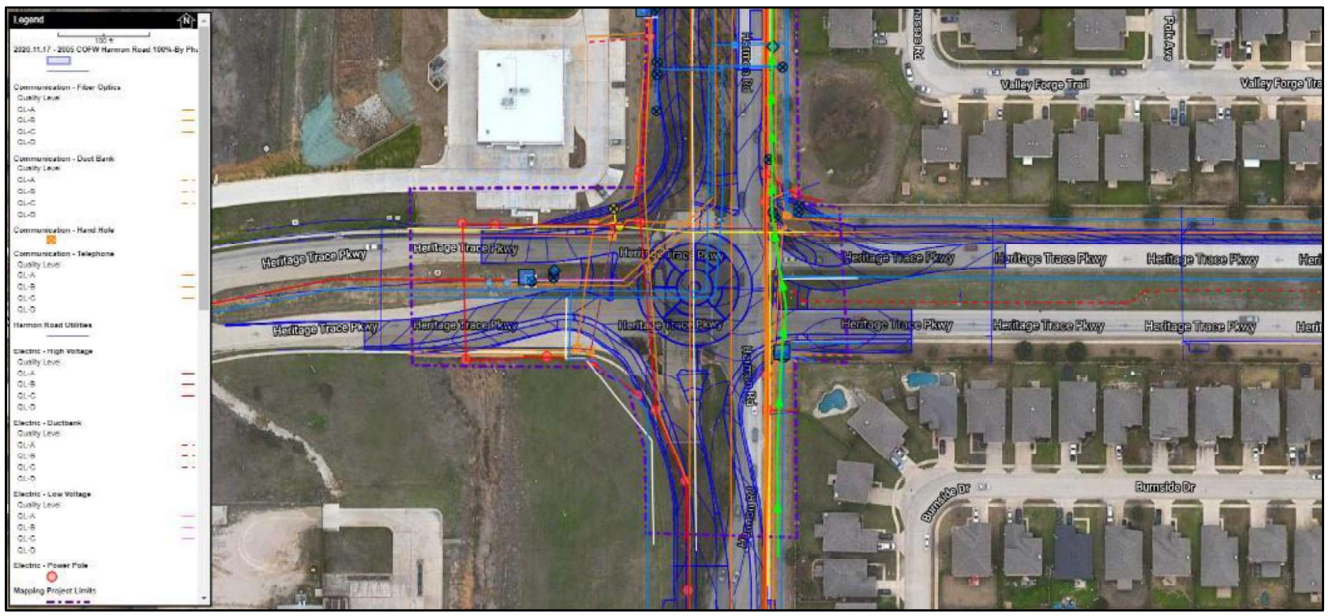


CLOUD-BASED GIS PLATFORM

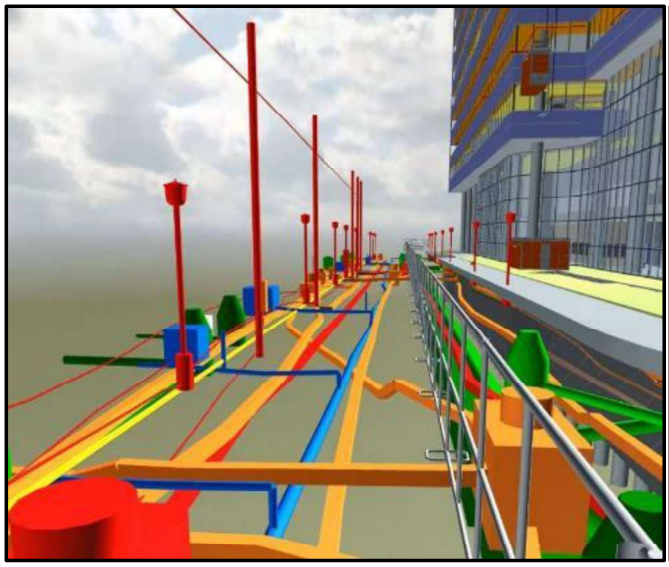
A cloud-based GIS platform will be developed that will depict the horizontal location of all designated utilities along with critical attribute data (i.e. size, type, material, capacity, photos, CCTV footage, diagrams, etc.). This platform will be interactive and can be updated by the project team during planning, design, and construction, and FM phases. This tool will provide a single source of truth for all things new and existing below grade for the campus.

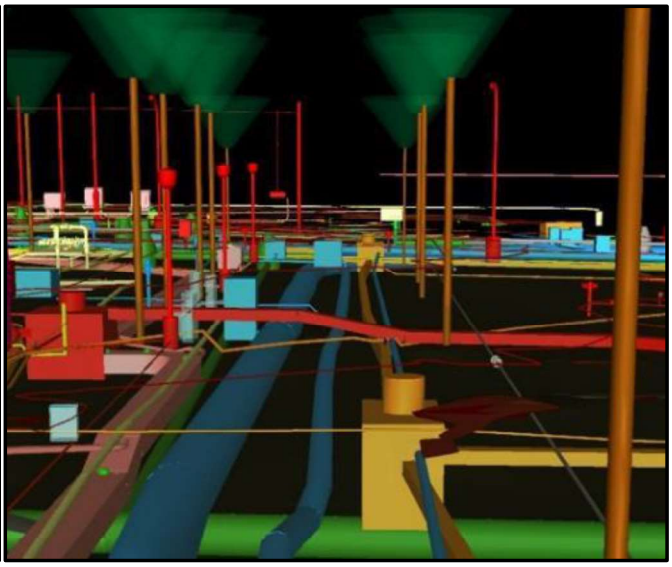


ADDITIONAL SERVICES

3-D UTILITY MODEL

If a utility model was created as a part of the project it will be provided in AutoCAD Civil3D format. Other formats and conversions are available upon request including, but not limited to, Revit and Navisworks. A 3-D model can be instrumental in design coordination, construction logistics planning, clash detection, and model-based layout applications. In addition, this model can be updated when the project is completed for utilization during and Facilities Management operations and future planning.





FACILITIES MANAGEMENT AND AS-BUILT INTEGRATION

Facilities Management (FM) teams do not need to know how to navigate AutoCAD drawings and look for full-sized records to update and maintain utilities. With McCarthy's SUM deliverable package, the FM team can easily navigate and reference one-living and updated document. If the client already has a pre-existing FM system, all data from our investigation can be directly integrated. In addition McCarthy provides as-built integration, a service in which our team is able to provide drawing updates from accurate as-built information, shown in our typical deliverable standards.

3 | Project Experience

EDUCATION

South Orange County Community College District
San Jose State University
California State University System
Long Beach Community College
Santa Monica-Malibu Unified School District
University of California, San Diego
Arizona State University
Northern Arizona University
University of Arizona
St. Louis University
Washington University in St. Louis

MUNICIPAL, AVIATION, PORTS

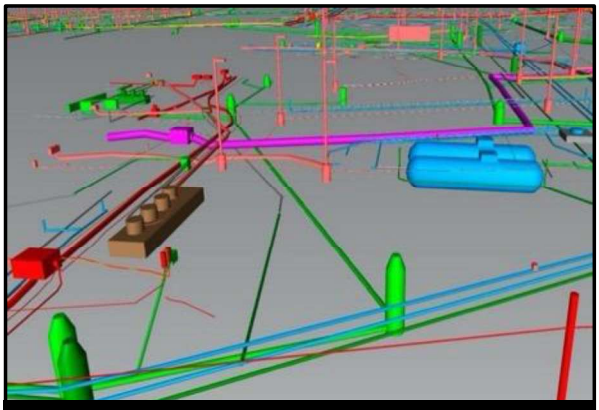
City of Pomona, California
Port of Houston, Texas
St. Louis Zoo
Kansas City Zoo
Phoenix Sky Harbor International Airport
Omaha Public Schools

HEALTHCARE

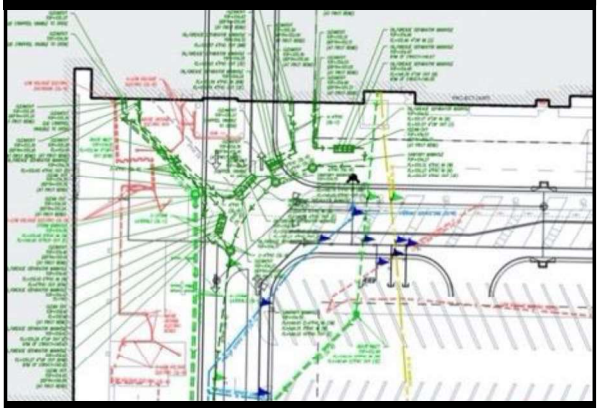
Kaiser Permanente
Scripps Health
Sharp Healthcare
Mayo Clinic
Dignity Health / CommonSpirit
Mercy
Parkland Health & Hospital System
Emory Healthcare
SSM Health
CHI Health
BJC Healthcare
Banner Health
Texas Children's Hospital

PRIVATE SECTOR

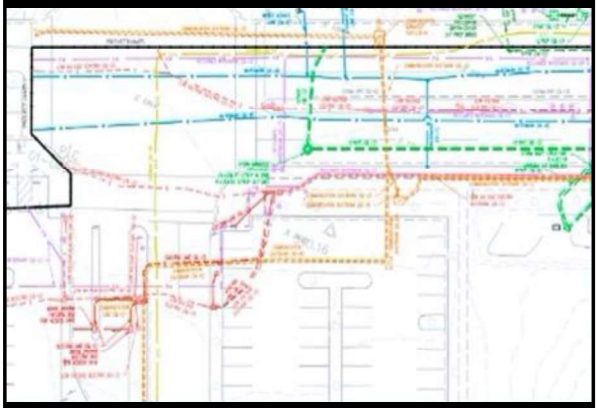
Bell Helicopter
Skechers
Nike



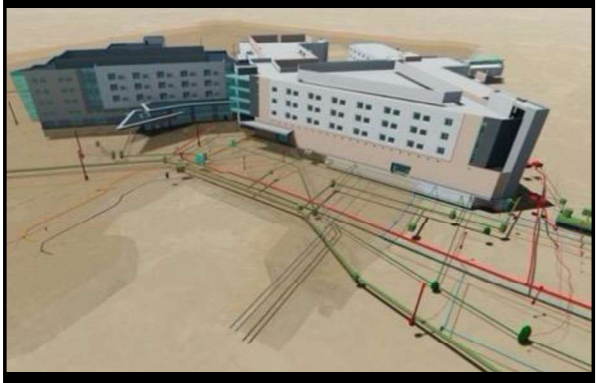
Kaiser Permanente — Sunnyside Medical Center



Lowe Enterprise — Main Place Mall



Scripps Health — Tower II



Chandler Regional Medical Center

4 | Scope of Services & Project Deliverables

Quality Level B

- SAFETY - specifically safety items related to traffic control and confined space entry will be adhered to per our Injury Prevention Manual.
- McCarthy's Utility Designators will complete a detailed field investigation to define connectivity and condition (where available) of private and public utilities (excluding irrigation)
- Site walkthrough with available site personnel (i.e. Property maintenance/facilities manager)
- Dye testing wherever necessary to confirm connectivity
- Utilization of a sewer camera with sonde head in order to trace and confirm condition where available and horizontal connectivity of public or private facilities
- All located infrastructure will be painted on the surface or designated with flagging
- Sizing and material composition of all facilities located will be collected when available
- Survey and drafting of all designated facilities

Project Schedule

	PHASE 1
▪ Project Setup & Coordination	2-weeks
▪ Site Utility Designation ▪ Survey Data Collection	6-weeks
▪ 2-Dimensional Utility Exhibit	2-weeks
▪ 3-Dimensional Utility Model	2-weeks

Project Deliverables

- **Quality Level B**
  - Two-dimensional Existing Utility Exhibits (.pdf & AutoCAD format)
  - Cloud-based GIS platform
  - Copies of all public and private utility records collected for the project
  - Three-dimensional Existing Utility Model (AutoCAD format)

5 | Pricing and Fee Schedule

PRICING	
Lump Sum Cost for QL-B Utility Investigation • This price includes the following: ○ Review of all available utility records and as-builts. ○ Coordination with all appropriate project stakeholders. ○ Location and designation of all detectable utilities within the project limits. ○ Photograph (some 360-degree) of each structure within the project limits. ○ Survey data collection of all detected utility locations. ○ Two-dimensional Existing Utility Exhibits (.pdf & AutoCAD format). ○ Three-dimensional Existing Utility Exhibits (.pdf & AutoCAD format). ○ Cloud-Based GIS Platform for Utility Alignments. ○ Inventory and reporting of all structures within the project limits. This includes conduit sizing, conduit material, conduit capacity, vault butterfly diagrams, vault dimensions ○ Conflict Analysis Report: Lite Constructability Analysis comparing our exhibit with available project designs to communicate potential clashes and design adjustments. ○ Deliverable review meeting (as necessary) with project stakeholders.	**$124,750**

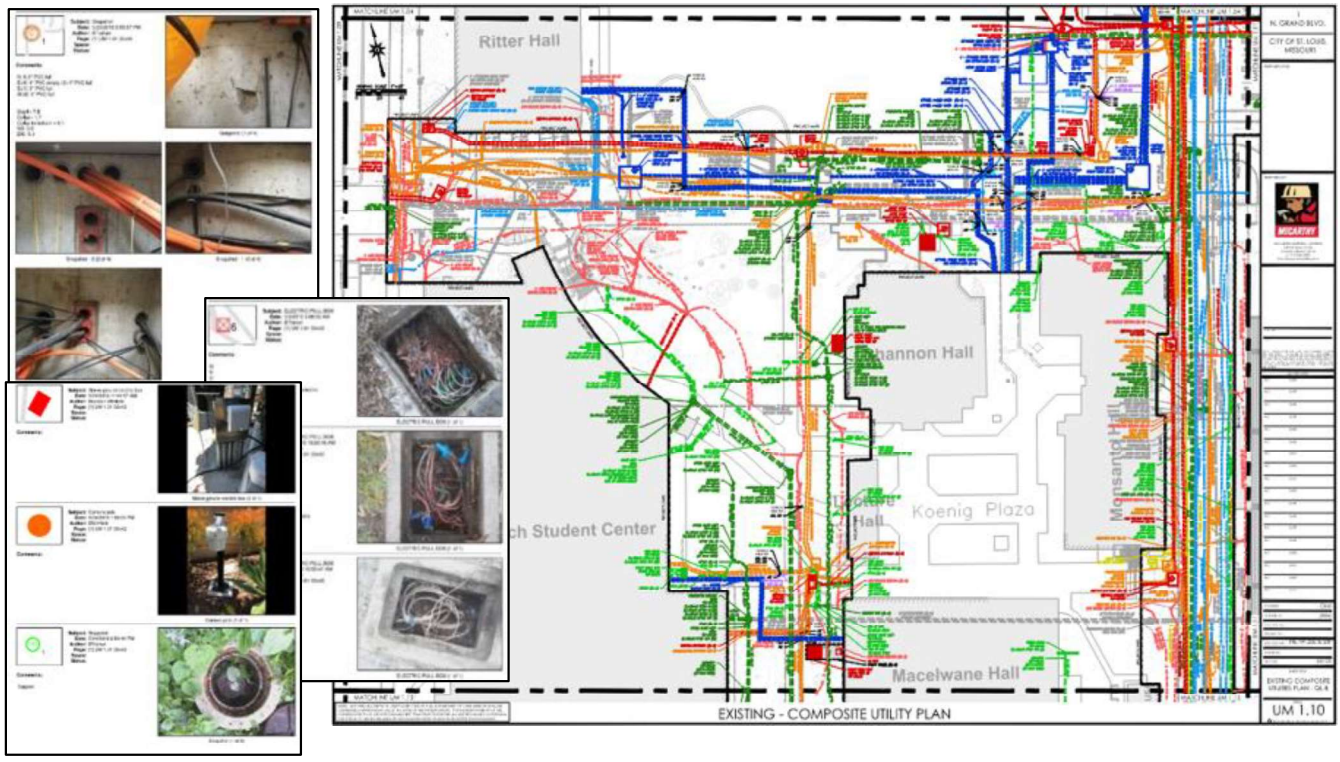
McCarthy Personnel	Unit	Unit Rate
Subsurface Utility Mapping Manager	Hours	$145.00
Operations Manager	Hours	$140.00
Field Operations Manager	Hours	$130.00
Field Engineer (Data Collection)	Hours	$145.00
Senior Utility Designator	Hours	$117.00
Operations Specialist	Hours	$110.00
Utility Designator	Hours	$107.00
Operations Analyst	Hours	$105.00

Equipment	Unit	Unit Rate
CCTV (Track Camera)	Hours	$325.00
CCTV (Push Camera)	Hours	$135.00
GPR (Multi-Channel)	Hours	$275.00
GPR (Push Cart)	Hours	$155.00
GPR (Concrete Scanner)	Hours	$155.00
Geophysical Investigation Equipment	Hours	$45.00
Equipment Mobilization	Each	$400.00
Data Collection Equipment	Hours	$45.00

Miscellaneous	Unit	Unit Rate
Traffic Control	Days	$500.00
Street Plates	Days	$150.00
Arrow Boards	Days	$75.00
Channelizers and Signs	Days	$100.00

Data Processing	Unit	Unit Rate
Senior Design Manager	Hours	$140.00
Civil Utility Drafter	Hours	$105.00
Project Administrator	Hours	$90.00

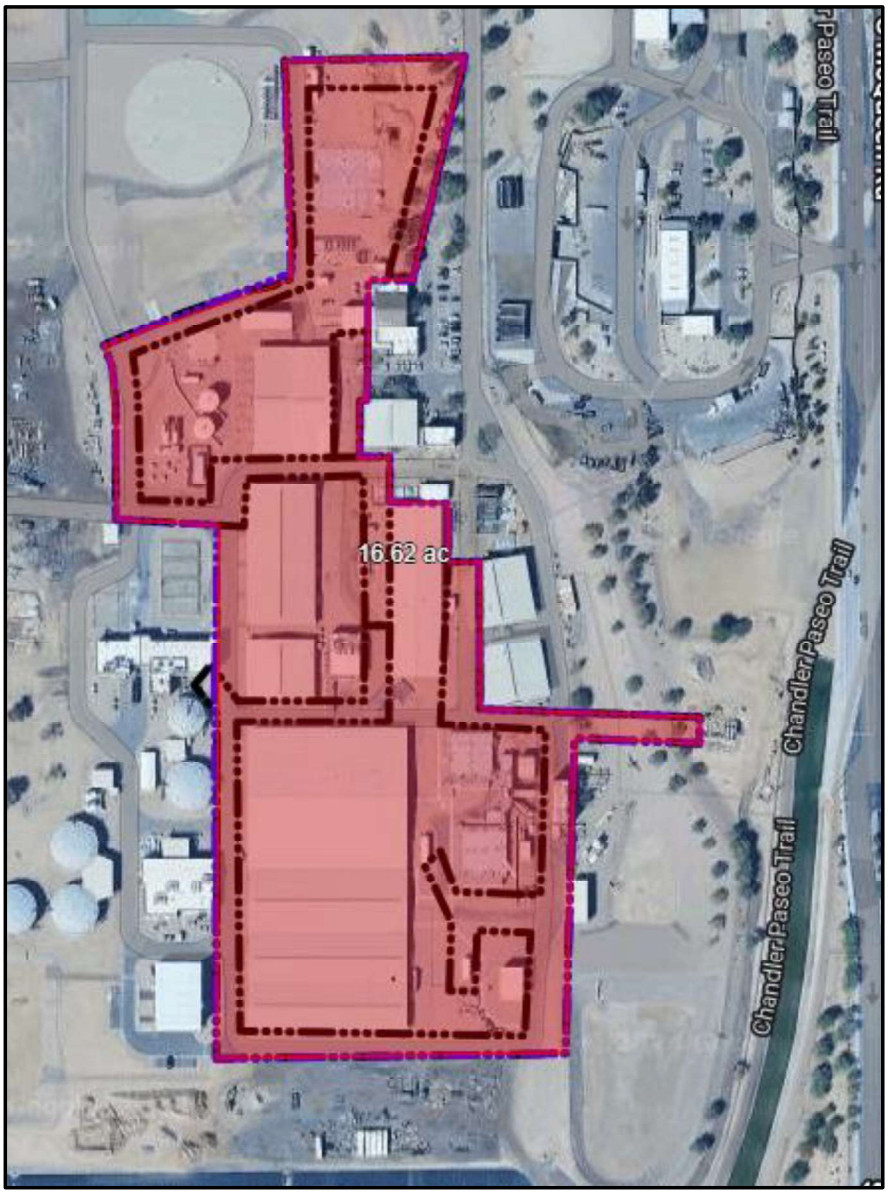
**Miscellaneous Material and/or Equipment required will be invoiced at the Cost Plus 20% OH&P. Any additional subcontractor services will be invoiced at a Cost Plus 10% OH&P Hydro-Excavation Crew, Camera Crew, and Utility Designator have a 4-hour minimum charge. Any per diem required will be in accordance with GSA standard rates.*



6 | Subsurface Utility Mapping Project Limits

Project Site Address: 955 E Queen Creek Rd, Chandler, AZ 85286
Total Acreage of Project:___16.6___

Project Area



Limits of subsurface utility mapping project area (QL-B)

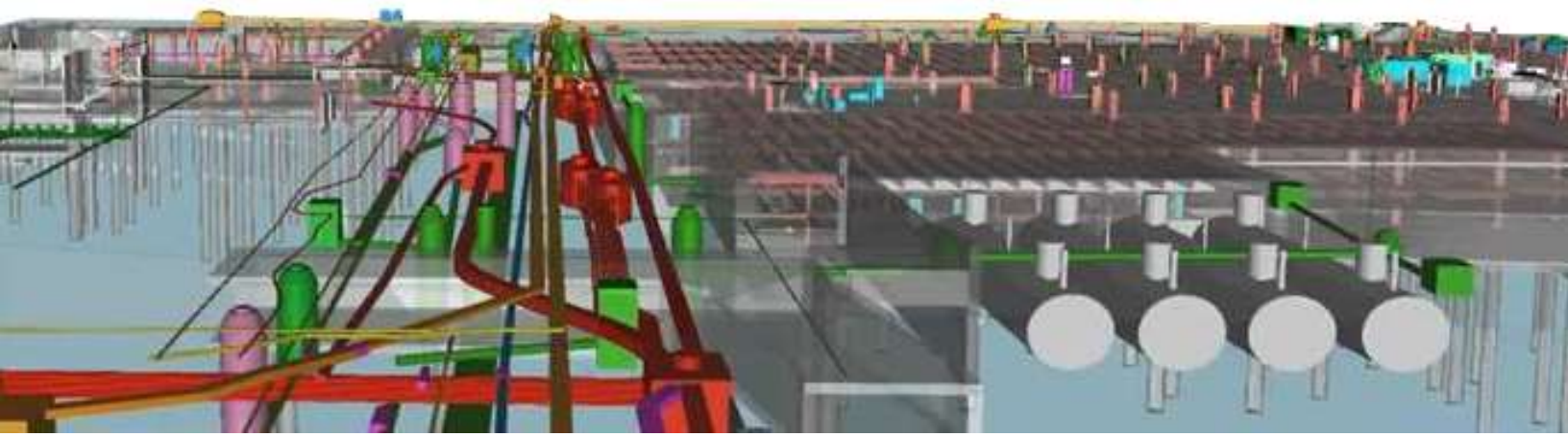
8| Proposal Acceptance

Accepted By

Date

Fermin Glasper, Vice President, McCarthy

Date



McCARTHY

CHANDLER - OWRF

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BUILD THE FUTURE

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Matthew Fitzgerald

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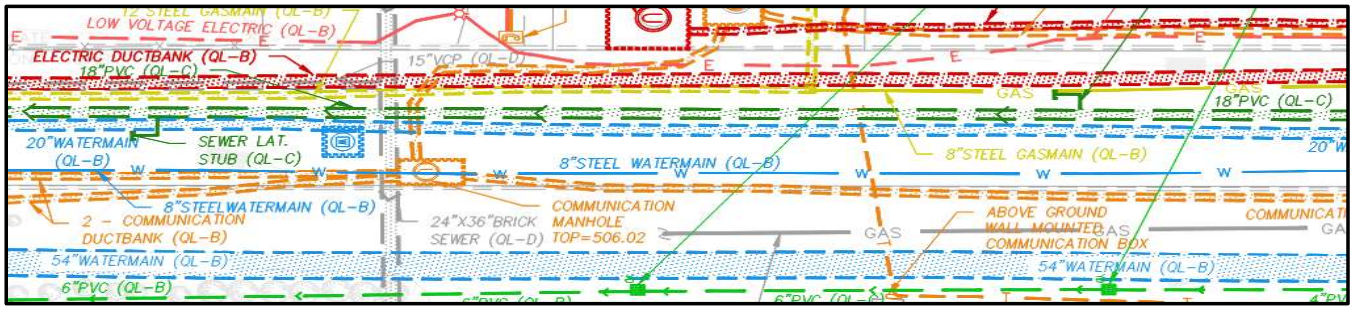

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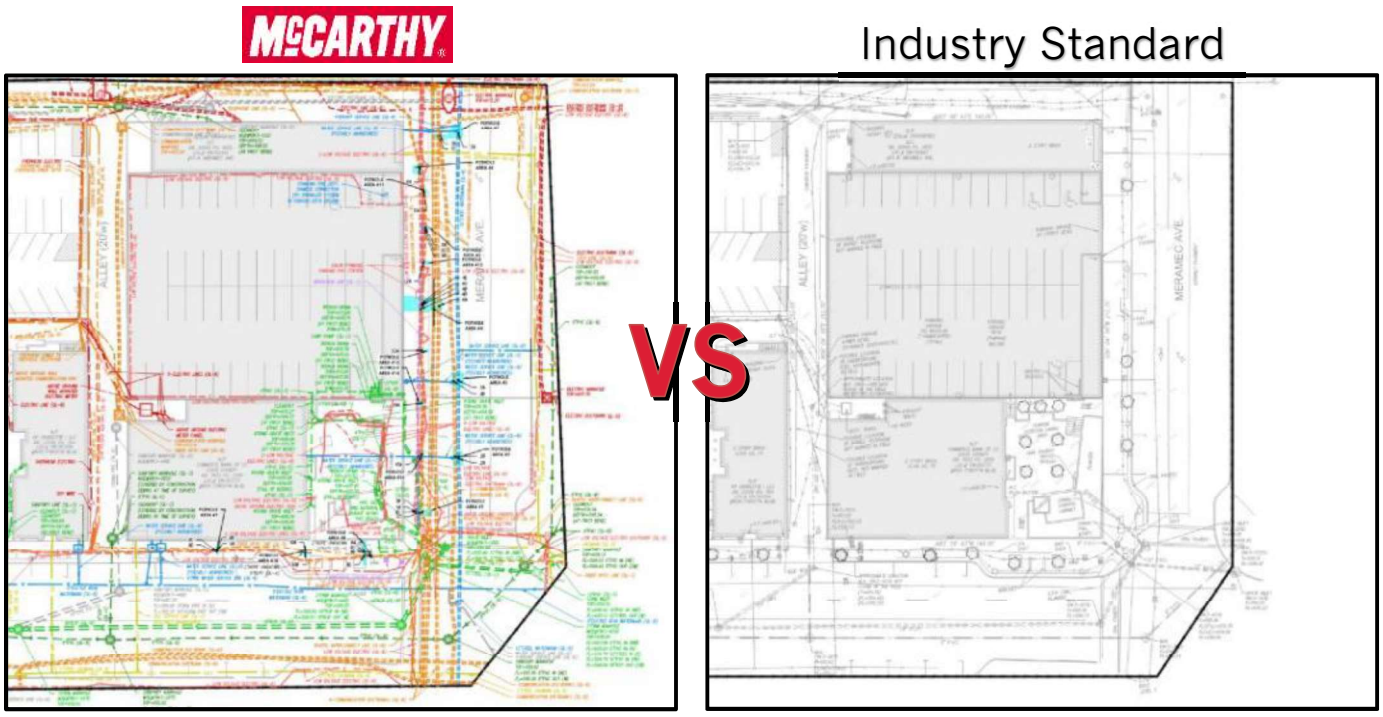

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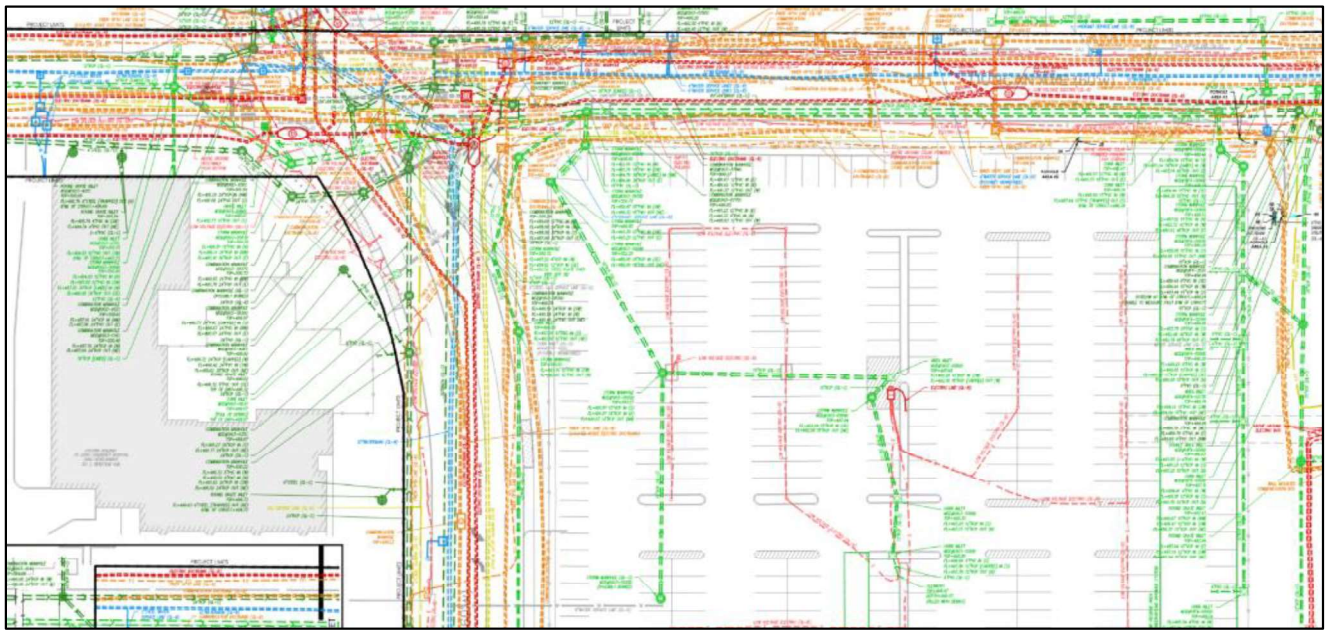
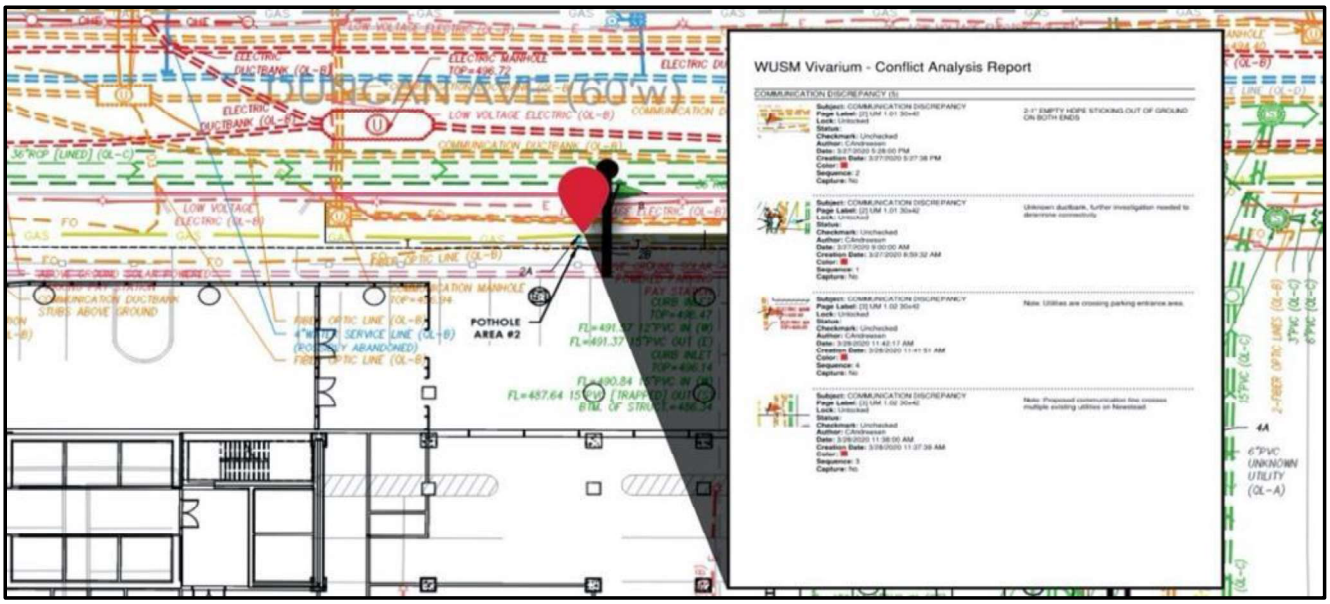


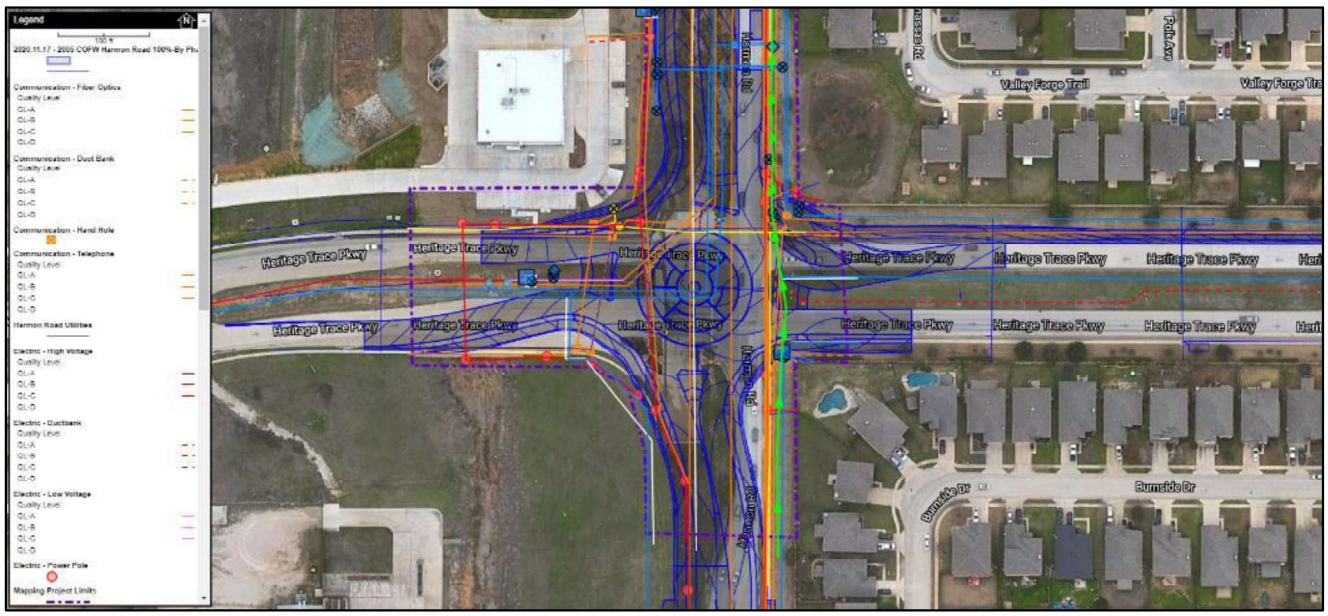
CONFLICT ANALYSIS REPORT — LITE CONSTRUCTABILITY REVIEW

Also known as the Red Flag Report, if the appropriate design files are provided to the SUM project team, an overlay is included on top of our deliverable. This step provides the project team with a high level of understanding as it pertains to any discrepancies with what we found versus what was shown on record information, or potential conflicts with proposed civil components of a project.



CLOUD-BASED GIS PLATFORM

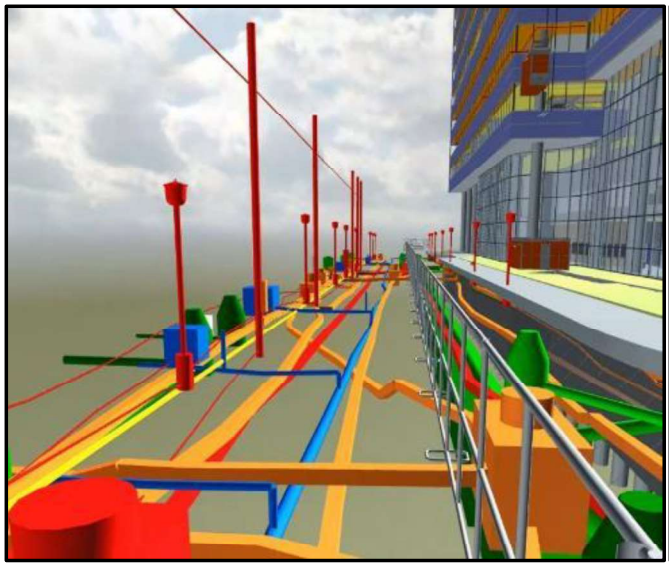
A cloud-based GIS platform will be developed that will depict the horizontal location of all designated utilities along with critical attribute data (i.e. size, type, material, capacity, photos, CCTV footage, diagrams, etc.). This platform will be interactive and can be updated by the project team during planning, design, and construction, and FM phases. This tool will provide a single source of truth for all things new and existing below grade for the campus.

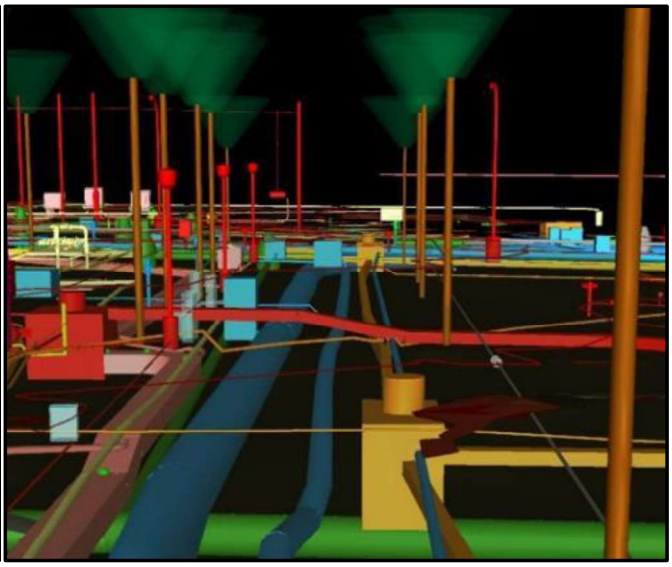


ADDITIONAL SERVICES

3-D UTILITY MODEL

If a utility model was created as a part of the project it will be provided in AutoCAD Civil3D format. Other formats and conversions are available upon request including, but not limited to, Revit and Navisworks. A 3-D model can be instrumental in design coordination, construction logistics planning, clash detection, and model-based layout applications. In addition, this model can be updated when the project is completed for utilization during and Facilities Management operations and future planning.





FACILITIES MANAGEMENT AND AS-BUILT INTEGRATION

Facilities Management (FM) teams do not need to know how to navigate AutoCAD drawings and look for full-sized records to update and maintain utilities. With McCarthy's SUM deliverable package, the FM team can easily navigate and reference one-living and updated document. If the client already has a pre-existing FM system, all data from our investigation can be directly integrated. In addition McCarthy provides as-built integration, a service in which our team is able to provide drawing updates from accurate as-built information, shown in our typical deliverable standards.

3 | Project Experience

EDUCATION

South Orange County Community College District
San Jose State University
California State University System
Long Beach Community College
Santa Monica-Malibu Unified School District
University of California, San Diego
Arizona State University
Northern Arizona University
University of Arizona
St. Louis University
Washington University in St. Louis

MUNICIPAL, AVIATION, PORTS

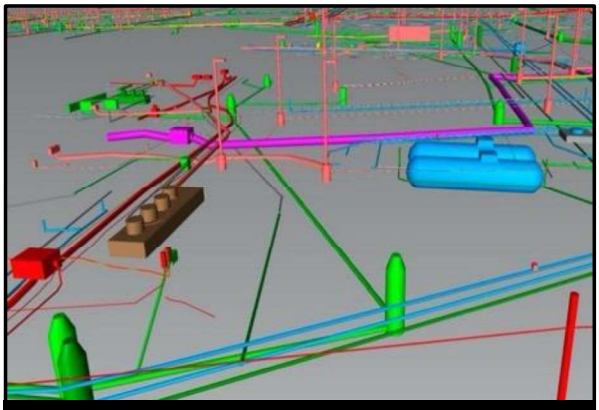
City of Pomona, California
Port of Houston, Texas
St. Louis Zoo
Kansas City Zoo
Phoenix Sky Harbor International Airport
Omaha Public Schools

HEALTHCARE

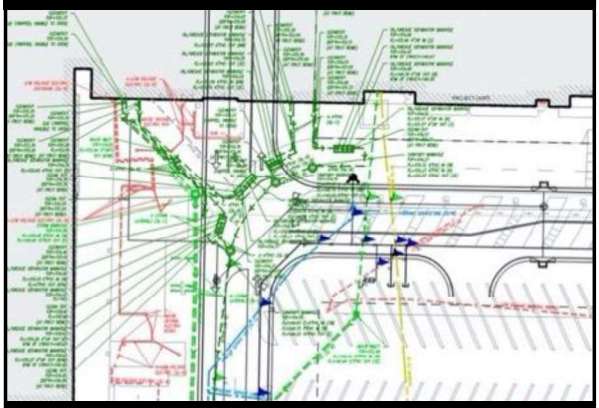
Kaiser Permanente
Scripps Health
Sharp Healthcare
Mayo Clinic
Dignity Health / CommonSpirit
Mercy
Parkland Health & Hospital System
Emory Healthcare
SSM Health
CHI Health
BJC Healthcare
Banner Health
Texas Children's Hospital

PRIVATE SECTOR

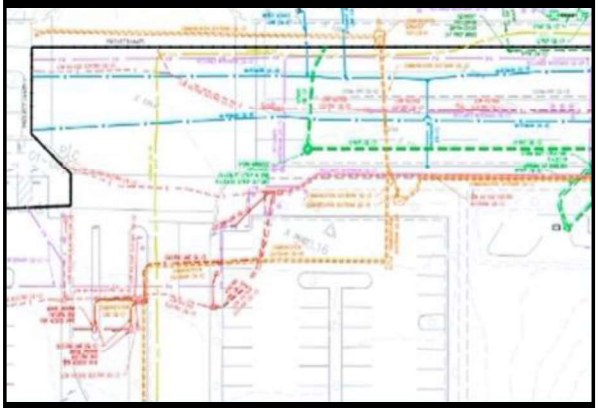
Bell Helicopter
Skechers
Nike



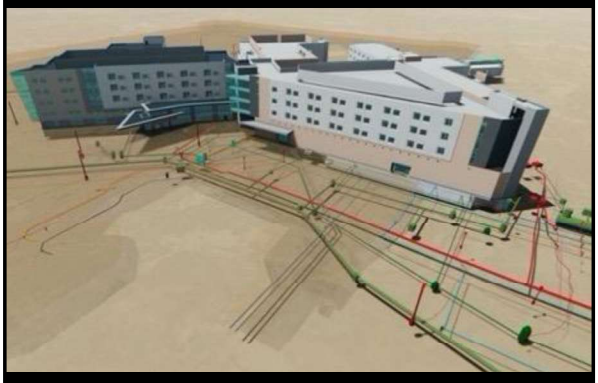
Kaiser Permanente — Sunnyside Medical Center



Lowe Enterprise — Main Place Mall



Scripps Health — Tower II



Chandler Regional Medical Center

4 | Scope of Services & Project Deliverables

Quality Level B

- SAFETY - specifically safety items related to traffic control and confined space entry will be adhered to per our Injury Prevention Manual.
- McCarthy's Utility Designators will complete a detailed field investigation to define connectivity and condition (where available) of private and public utilities (excluding irrigation)
- Site walkthrough with available site personnel (i.e. Property maintenance/facilities manager)
- Dye testing wherever necessary to confirm connectivity
- Utilization of a sewer camera with sonde head in order to trace and confirm condition where available and horizontal connectivity of public or private facilities
- All located infrastructure will be painted on the surface or designated with flagging
- Sizing and material composition of all facilities located will be collected when available
- Survey and drafting of all designated facilities

Project Schedule

	PHASE 1
▪ Project Setup & Coordination	2-weeks
▪ Site Utility Designation ▪ Survey Data Collection	2-weeks
▪ 2-Dimensional Utility Exhibit	2-weeks
▪ 3-Dimensional Utility Model	2-weeks

Project Deliverables

- **Quality Level B**
  - Two-dimensional Existing Utility Exhibits (.pdf & AutoCAD format)
  - Cloud-based GIS platform
  - Copies of all public and private utility records collected for the project
  - Three-dimensional Existing Utility Model (AutoCAD format)

5 | Pricing and Fee Schedule

PRICING	
Lump Sum Cost for QL-B Utility Investigation • This price includes the following: ○ Review of all available utility records and as-builts. ○ Coordination with all appropriate project stakeholders. ○ Location and designation of all detectable utilities within the project limits. ○ Photograph (some 360-degree) of each structure within the project limits. ○ Survey data collection of all detected utility locations. ○ Two-dimensional Existing Utility Exhibits (.pdf & AutoCAD format). ○ Three-dimensional Existing Utility Exhibits (.pdf & AutoCAD format). ○ Cloud-Based GIS Platform for Utility Alignments. ○ Inventory and reporting of all structures within the project limits. This includes conduit sizing, conduit material, conduit capacity, vault butterfly diagrams, vault dimensions ○ Conflict Analysis Report: Lite Constructability Analysis comparing our exhibit with available project designs to communicate potential clashes and design adjustments. ○ Deliverable review meeting (as necessary) with project stakeholders.	**$49,500**

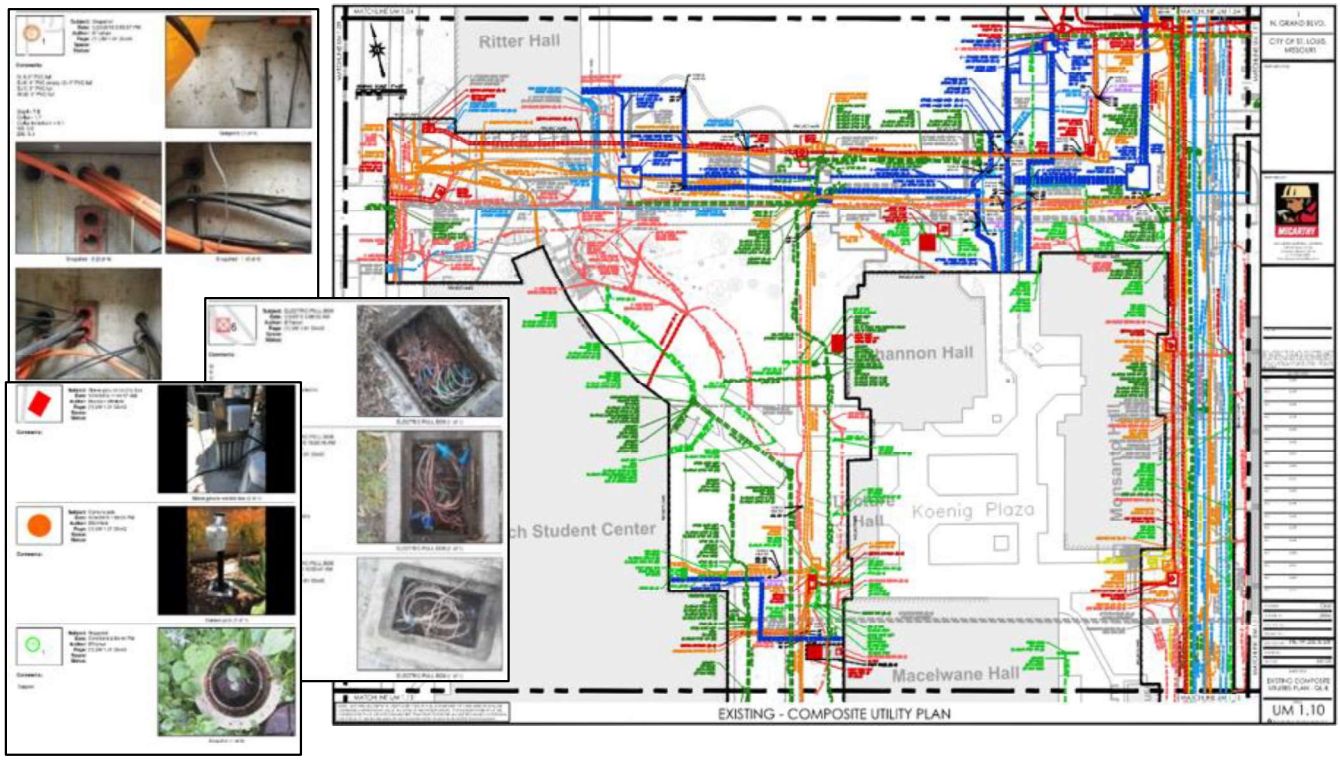
McCarthy Personnel	Unit	Unit Rate
Subsurface Utility Mapping Manager	Hours	$145.00
Operations Manager	Hours	$140.00
Field Operations Manager	Hours	$130.00
Field Engineer (Data Collection)	Hours	$145.00
Senior Utility Designator	Hours	$117.00
Operations Specialist	Hours	$110.00
Utility Designator	Hours	$107.00
Operations Analyst	Hours	$105.00

Equipment	Unit	Unit Rate
CCTV (Track Camera)	Hours	$325.00
CCTV (Push Camera)	Hours	$135.00
GPR (Multi-Channel)	Hours	$275.00
GPR (Push Cart)	Hours	$155.00
GPR (Concrete Scanner)	Hours	$155.00
Geophysical Investigation Equipment	Hours	$45.00
Equipment Mobilization	Each	$400.00
Data Collection Equipment	Hours	$45.00

Miscellaneous	Unit	Unit Rate
Traffic Control	Days	$500.00
Street Plates	Days	$150.00
Arrow Boards	Days	$75.00
Channelizers and Signs	Days	$100.00

Data Processing	Unit	Unit Rate
Senior Design Manager	Hours	$140.00
Civil Utility Drafter	Hours	$105.00
Project Administrator	Hours	$90.00

**Miscellaneous Material and/or Equipment required will be invoiced at the Cost Plus 20% OH&P. Any additional subcontractor services will be invoiced at a Cost Plus 10% OH&P Hydro-Excavation Crew, Camera Crew, and Utility Designator have a 4-hour minimum charge. Any per diem required will be in accordance with GSA standard rates.*



6 | Subsurface Utility Mapping Project Limits

Project Site Address: 3315 Old Price Rd, Chandler, AZ 85248
Total Acreage of Project:___5___

Project Area

Limits of subsurface utility mapping project area (QL-B)

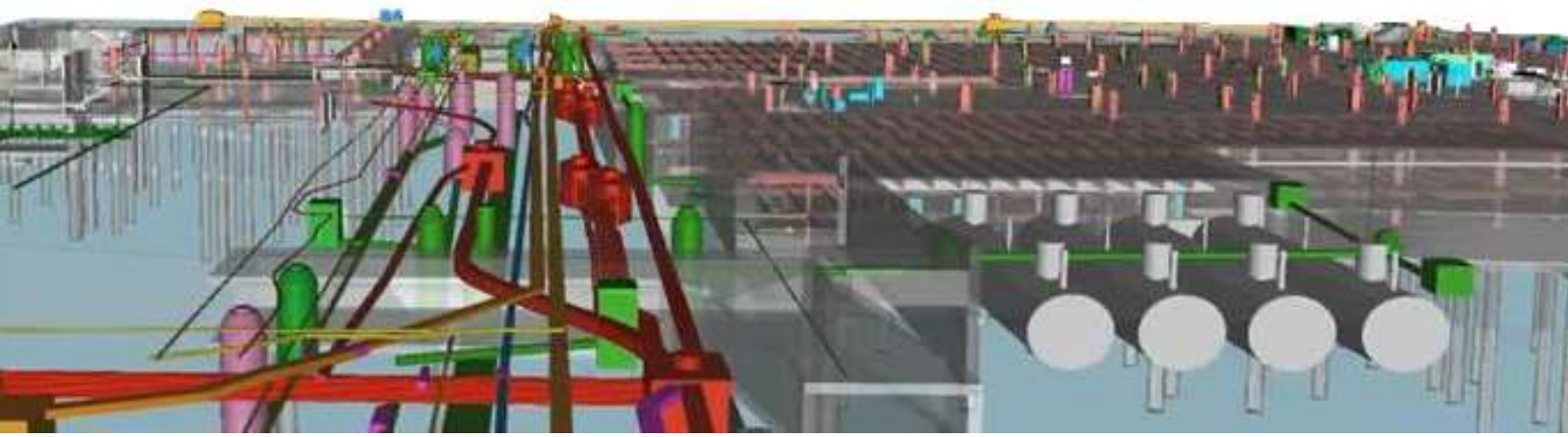
8| Proposal Acceptance

Accepted By

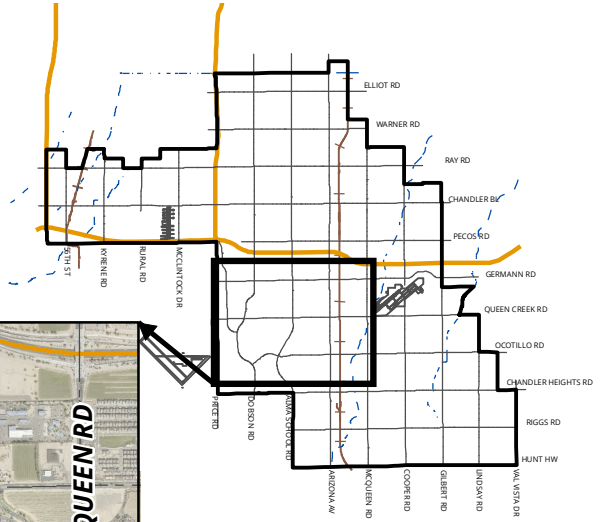
Date

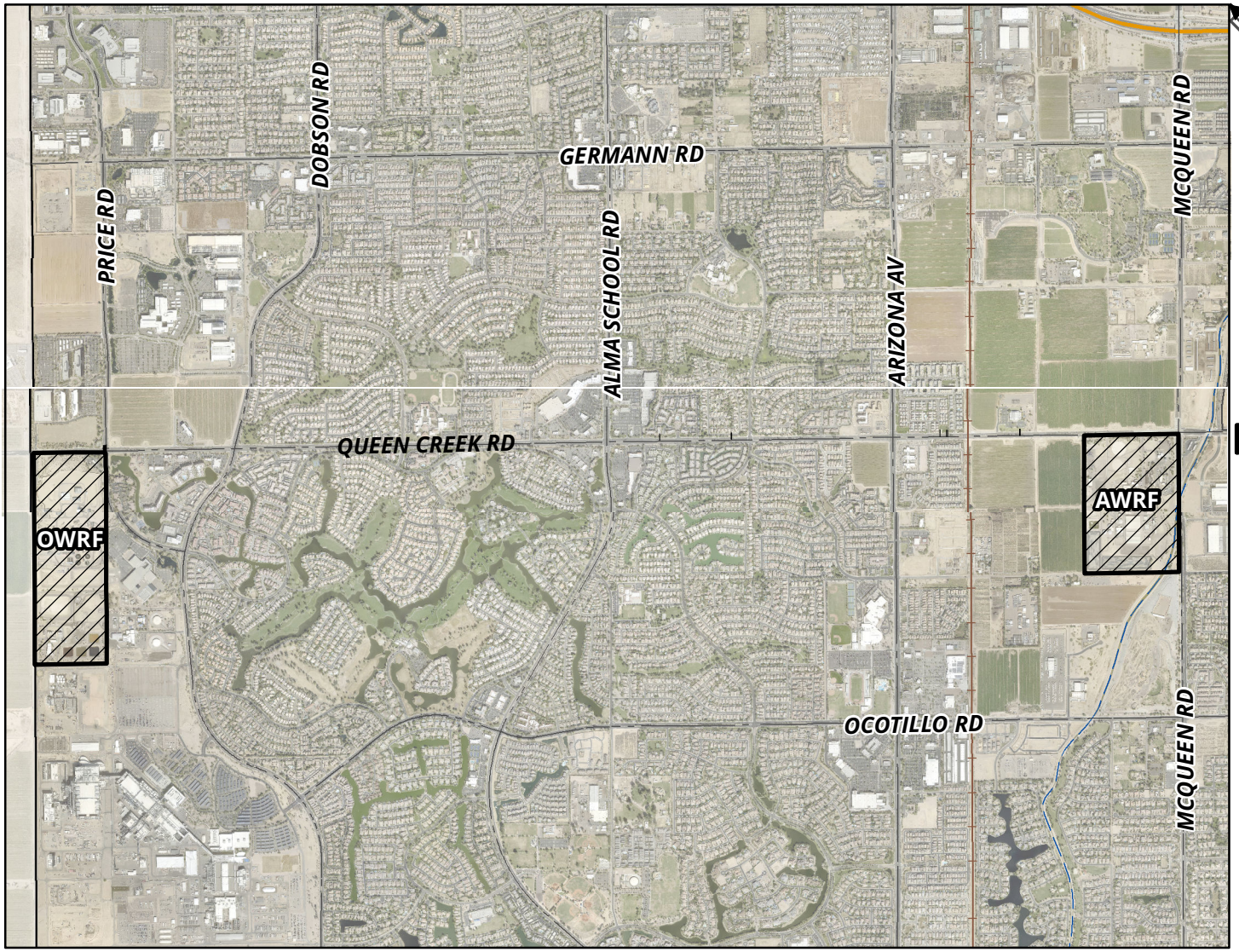
Fermin Glasper, Vice President, McCarthy

Date



WATER RECLAMATION FACILITY IMPROVEMENTS - PRECONSTRUCTION SERVICES PROJECT NO. WW2401.251





MEMO NO. CP25-103

PROJECT SITE

NTS

ChanGIS

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CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE25-056

Date: April 10, 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. 5891, Authorizing the Acquisition of Real Property Rights Required for the Water Main Replacement Project No. WA2409, within the Olsen Addition; Authorizing the City's Real Estate Administrator to Sign the Purchase Agreements and Any Other Documents Necessary to Facilitate the Project; Authorizing Eminent Domain Proceedings as Needed to Acquire Real Property Rights and Obtain Immediate Possession Thereof; and, Relocation Assistance as may be Required by Law

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5891, authorizing the acquisition of real property rights required for the Water Main Replacement Project No. WA2409, within Olsen Addition; authorizing the city's real estate administrator to sign the purchase agreements and any other documents necessary to facilitate the project; authorizing eminent domain proceedings as needed to acquire real property rights and obtain immediate possession thereof; and, relocation assistance as may be required by law.

Background:

The city will replace water mains within the Olsen Addition located near the northwest corner of Arizona Avenue and Ray Road, as shown on the attached map. This project will require reconfiguration and reconnection of water services for approximately 28 multi-family residential units and two commercial businesses, of which approximately 24 water meters will need to be relocated out of sidewalks onto private property.

In order to accomplish the project, it will be necessary to obtain real property rights in fee and by easements, and/or access agreements, as needed, from the property owners who will benefit from this project. Since this is an established neighborhood, it is possible relocation of some personal property or improvements may be required. It is not anticipated that any businesses, residential property owners, or tenants will be relocated. The real property rights to be acquired by fee or easement will be appraised as needed, and offers will be made pursuant to the appraised values. Values for access agreements will be negotiated on a case-by-case basis. In the event relocation services are required, the city will provide those services as required by law.

Financial Implications:

Funds have been set aside in the project for acquisition and relocation services.

Attachments

Resolution No. 5891 and Map

RESOLUTION NO. 5891

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY RIGHTS REQUIRED FOR THE WATER MAIN REPLACEMENT PROJECT WA2409 WITHIN THE OLSEN ADDITION; AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE PROJECT; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE REAL PROPERTY RIGHTS AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND, RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW.

WHEREAS, the replacement of the waterlines in the Olsen Addition, Water Main Replacement Project WA2409 (the "Project"), is intended to be a benefit to the public; and

WHEREAS, in order to allow the Project to proceed and be constructed in accordance with its schedule and provide water service from the new water mains, the City of Chandler needs to acquire property rights in fee, by easement, or by access agreements from adjacent private property owners; 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 by 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 construction of the Project, 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 of the property right 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. Access Agreements may be acquired for a fair amount determined by negotiation. 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. In the event that only an access agreement is required, the access agreement may be recorded as determined by staff without using an escrow agent.

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 rights, including any improvements thereon, and to secure immediate possession of the property for the public purpose of constructing the Project, and is further directed to do and 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 shall 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 shall 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 A.R.S. § 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. 5891 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:

_____

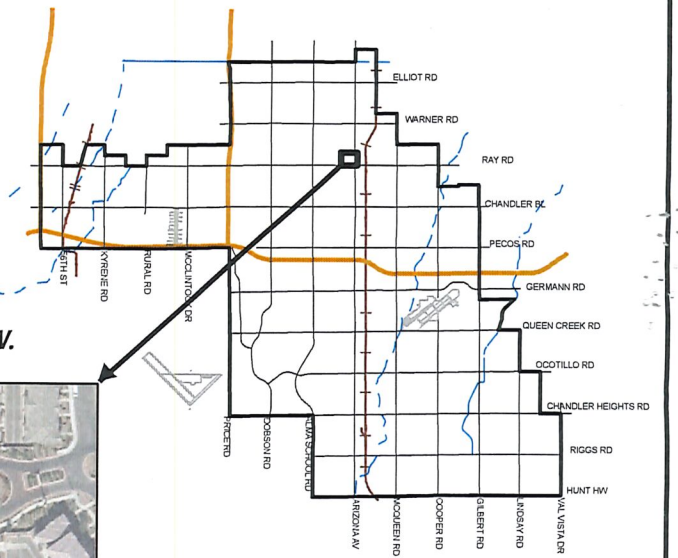
CITY ATTORNEY

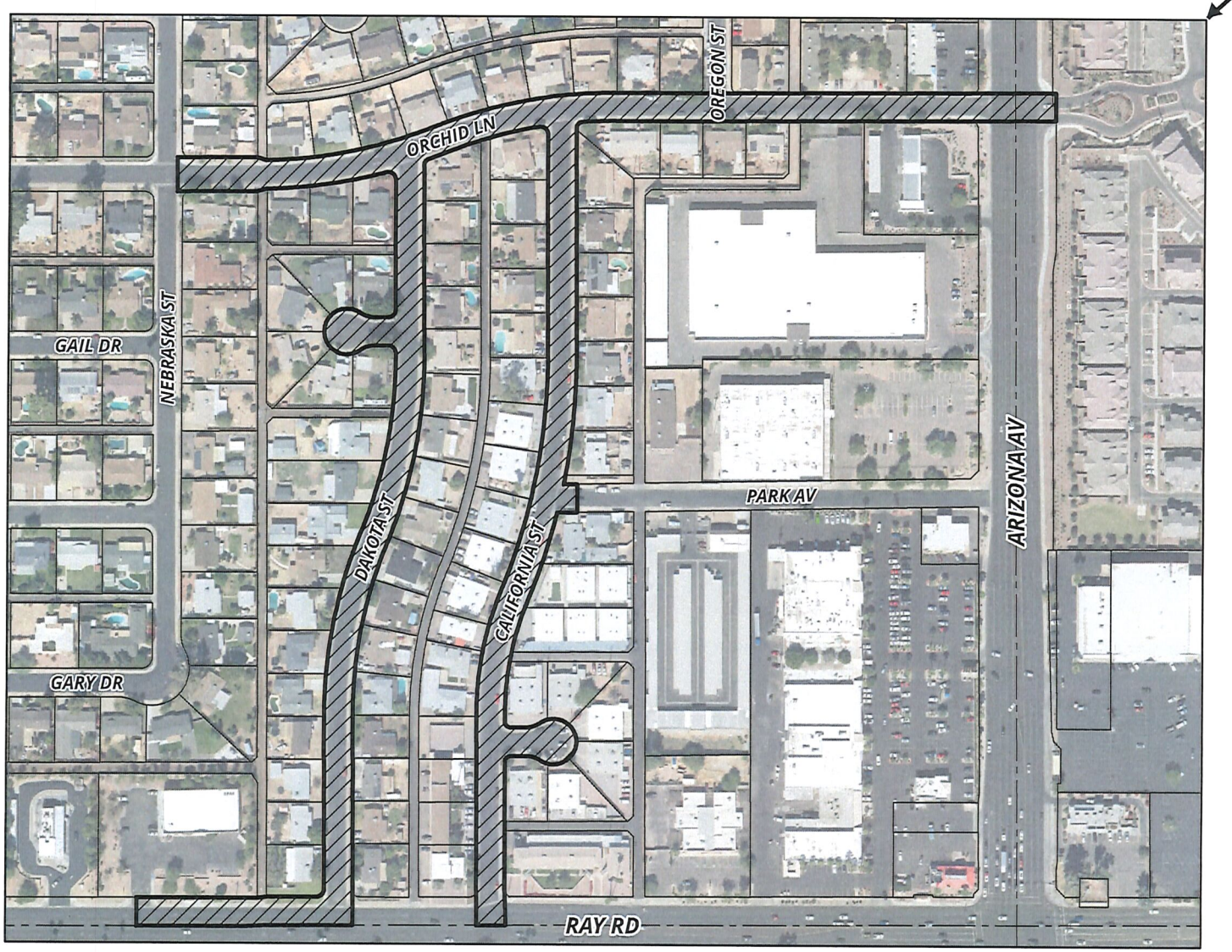
DMG

EXHIBIT “A”

CHANDLER arizona

RESOLUTION NO. 5891 AUTHORIZING THE ACQUISITION OF REAL PROPERTY RIGHTS REQUIRED FOR THE WATER MAIN REPLACEMENT PROJECT WA2409,WITHIN THE OLSEN ADDITION AS SHOWN ON THE ATTACHED MAP, AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS, AUTHORIZATONS TO ACCESS PROPERTY, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THESE ACQUISITIONS AND ACCESS TO THE PROPERTIES; 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. RE25-056

PROJECT LOCATION

NTS

ChanGIS

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ITEM 24

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 25-088

Date: April 10, 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

April 10, 2025

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: Desert Sun Child Developmental Center
Applicant: Lisa Garcia
Event Details: Fiesta Para Los Ninos, Saturday, April 26, 2025, From 5:00 p.m. until 9:00 p.m.
Location: Desert Sun Child Developmental Center, 1512 W. Elliot Road

Temporary Extensions of Liquor License Premises
N/A

Permanent Extensions of Liquor License Premises
N/A

ITEM 25

CHANDLER arizona
Community of Innovation

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

Date: April 10, 2025
To: Mayor and Council
From: Development Services Department
Subject: February 19, 2025, Planning and Zoning Commission Meeting Minutes

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Attachments

February 19, 2025, Planning and Zoning Commission Study Session Minutes
February 19, 2025, Planning and Zoning Commission Regular Meeting Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session

February 19, 2025 | 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 5:16 p.m.

Roll Call

Commission Attendance

Chair Rick Heumann
Commissioner Kyle Barichello
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer
Commissioner Tom Bilsten

Staff Attendance

David de la Torre, Planning Manager
Lauren Schumann, Principal Planner
Mika Liburd, City Planner
Thomas Allen, Assistant City Attorney
Taylor Kosareff, Clerk
Julie San Miguel, Clerk

Absent

Vice Chair Sherri Koshiol - Excused
Commissioner Michael Quinn - Excused

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. January 15, 2025, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of January 15, 2025, and Regular Meeting of January 15, 2025.

CHAIR HEUMANN confirmed there were no questions or comments from the Commission Members.

2. PLH24-0032/PLH24-0041 NIRVANA AT ELLIS

MIKA LIBURD, CITY PLANNER presented details regarding the request for Area Plan Amendment to the San Tan Area Plan from mixed-use, commercial, office, specialty retail to multi-family, Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for multi-family residential and Preliminary Development Plan approval for site layout and building architecture on approximately 1.94 acres generally located south of the southeast corner of Frye Road and Ellis Street

COMMISSIONER SCHWARZER asked staff to present the site plan and pointed out the areas labeled as common open space. He asked if these areas were designed for passive or active use. He mentioned there is a trail, but felt it primarily served as streetscape frontage rather than a functional amenity. He asked whether any activities or amenities were planned for the open spaces.

MIKA LIBURD, CITY PLANNER responded the space in question was designated as open space without any specific activity areas. She stated the pool, and a barbecue pit located north of the center of the site will serve as primary amenities.

COMMISSIONER SCHWARZER mentioned the standalone units at the southern portion of the site, specifically Units 20 and 29, might not be the best use of that space. He suggested that incorporating more open space or an additional amenity in the area could be beneficial. He stated that he believes this is a great use overall for this area.

COMMISSIONER BARICHELLO acknowledged that the project complied with zoning codes and expressed curiosity about the patios encroaching and sought clarification on the building set back.

MIKA LIBURD, CITY PLANNER stated the Applicant was present at the meeting and available to address the question.

CHAIR HEUMANN asked whether the fire department had reviewed the plan, particularly regarding ingress and egress, as the site appeared to have only one entrance and exit. He wanted to know if there were any crash walls or alternative emergency exits in case of an obstruction.

MIKA LIBURD, CITY PLANNER confirmed the site plan had been reviewed and approved by the fire department.

CHAIR HEUMANN pointed out that multi-family developments typically required a designated number of electric vehicle (EV) charging stations in guest parking areas. He asked whether a

CHAIR HEUMANN pointed out that multi-family developments typically required a designated number of electric vehicle (EV) charging stations in guest parking areas. He asked whether a stipulation could be added to include at least two EV charging stations for the 29 units. He also asked if the garages could be pre-wired for EV chargers to prevent residents from facing high costs later. He asked for the minimum open space requirements for a development of this type and pointed out and area where two additional units appeared to be jammed in.

DAVID DE LA TORRE, PLANNING MANAGER responded that residential developments were generally required to provide 10% open space. He confirmed that this project met the requirement, including the passive open space along the street.

CHAIR HEUMANN asked about the landscape plan and mentioned he did not see it included in the presentation.

MIKA LIBURD, CITY PLANNER stated there is a landscape plan but was not included in the presentation. She further stated, if needed, the plan can be provided to the Commission.

DAVID DE LA TORRE, PLANNING MANAGER confirmed a landscape plan was submitted by the Applicant and it will be included in the City Council memo before final approval.

CHAIR HEUMANN requested landscaping stipulations be added, such as requiring at least 50% of the trees to be a minimum of 36-inch box size, 20 feet on center, and 12-foot in height upon planting. He emphasized that this stipulation must be added before presenting to council. He confirmed there were no further questions or comments from the Commission Members.

3. Notice of Cancellation of the March 5, 2025, Planning and Zoning Commission Hearings
Move Planning and Zoning Commission cancel the March 5, 2025, Planning and Zoning Commission Hearings.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, March 19, 2025, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:26 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chair

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

February 19, 2025 | 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
Commissioner Kyle Barichello
Commissioner Charlotte Golla
Commissioner Ryan Schwarzer
Commissioner Tom Bilsten

Staff Attendance

David de la Torre, Planning Manager
Lauren Schumann, Principal Planner
Mika Liburd, City Planner
Thomas Allen, Assistant City Attorney
Taylor Kosareff, Clerk
Julie San Miguel, Clerk

Absent

Vice Chair Sherri Koshiol - Excused
Commissioner Michael Quinn - Excused

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Schwarzer.

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

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2. PLH24-0032/PLH24-0041 NIRVANA AT ELLIS

Request for Area Plan Amendment to the San Tan Area Plan from mixed-use, commercial, office, specialty retail to multi-family, Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for multi-family residential and Preliminary Development Plan approval for site layout and building architecture on approximately 1.94 acres generally located south of the southeast corner of Frye Road and Ellis Street.

CHAIR HEUMANN asked staff to read aloud the additional stipulations.

MIKA LIBURD CITY PLANNER read loud additional Preliminary Development Plan Stipulations No. 6, No. 7, and No. 8.

CHAIR HEUMANN sought clarification on whether the requirement was for 48-inch or 36-inch box

DAVID DE LA TORRE PLANNING MANAGER confirmed that 48-inch box is the standard requirement.

Proposed Motion:
Area Plan
Move City Council approve Resolution No.5883 San Tan Area Plan Amendment, PLH24-0032, as recommended by Planning and Zoning Commission.

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 5120 approving PLH24-0041 Nirvana at Ellis, Rezoning from Planned Area Development (PAD) for Commercial Office to PAD for Multi-Family Residential, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH24-0041 Nirvana at Ellis for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Area Plan Amendment

Area Plan Amendment

Planning and Zoning Commission recommends the City Council approve the Area Plan Amendment to the San Tan Area Plan from mixed-use commercial, office, and specialty retail to multi-family.

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from PAD for Office to PAD for Multifamily Residential, subject to the following conditions:

1. The development shall be in substantial conformance with the Development Booklet, entitled "Nirvana at Ellis" and kept on file in the City of Chandler Planning Division in File No. PLH24-0041, except as modified by conditions herein.

2. The site shall be maintained in an orderly manner.

3. Development standards, including a maximum density of eighteen (18) dwelling units per acre, shall be consistent with the Multi-Family Residential (MF-2) zoning district, except as modified by conditions herein.

4. Minimum building setbacks shall be as follows, except that a zero setback may be applied to a trash enclosure located at the southeast corner of the property.

West setback	25 feet
North setback	10 feet
East setback	10 feet
South setback	10 feet

5. 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.

6. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

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.

8. The landscaping and all other improvements in all open-spaces shall be maintained by the property owner or property owner's association and shall be maintained at a level consistent with or better than the time of planting.

9. The landscaping in all rights-of-way shall be maintained by the property owner or property owner's association.

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

1. The development should be in substantial conformance with the Development Booklet, entitled "Nirvana at Ellis" and kept on file in the City of Chandler Planning Division in File No. PLH24-0041, except as modified by conditions herein.

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

3. Landscaping plans (including open spaces, street medians, and rights of ways) shall be approved by the Planning Administrator.

4. Sign packages 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.

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

Note: Preliminary Development Plan Stipulations No. 6, No. 7, and No. 8. Were added as a result of the Planning and Zoning's discussion during the Study Session:

6. All units shall be pre-wired for electrical vehicle charging.

7. Fifty (50) percent of all trees along Ellis Street shall be a minimum of 48" box and a minimum of 12' high at the time of planting.

8. A minimum of two (2) Electric Vehicle charging stations shall be provided.

3. Notice of Cancellation of the March 5, 2025, Planning and Zoning Commission Hearings
Move Planning and Zoning Commission cancel the March 5, 2025, Planning and Zoning Commission Hearings.

Consent Agenda Motion and Vote

COMMISSIONER BARICHELLO moved to approve the Consent Agenda of the February 19, 2025, Regular Planning and Zoning Commission Meeting with stipulations presented by staff and additional Preliminary Development Plan Stipulations No. 6, No. 7, and No. 8; Seconded by COMMISSIONER SCHWARZER.

Motion carried unanimously; (5-0) as to Item No. 2 and Item No. 3; (3-0) as to Item No. 1 Chair Heumann and Commissioner Bilsten abstained.

Member Comments/Announcements

LAUREN SCHUMANN, PRINCIPAL PLANNER thanked the Commissioner Members for attending the recent joint meeting with City Council for the General Plan Update and Downtown Regional Area Plan update. She presented a QR code with a link to a questionnaire and encouraged them to participate and share it with others. She stated the more voices we get, the better and highlighting the goal of maximizing public engagement.

Calendar

The next regular meeting will be held on Wednesday, March 19, 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

Rick Heumann, Chair