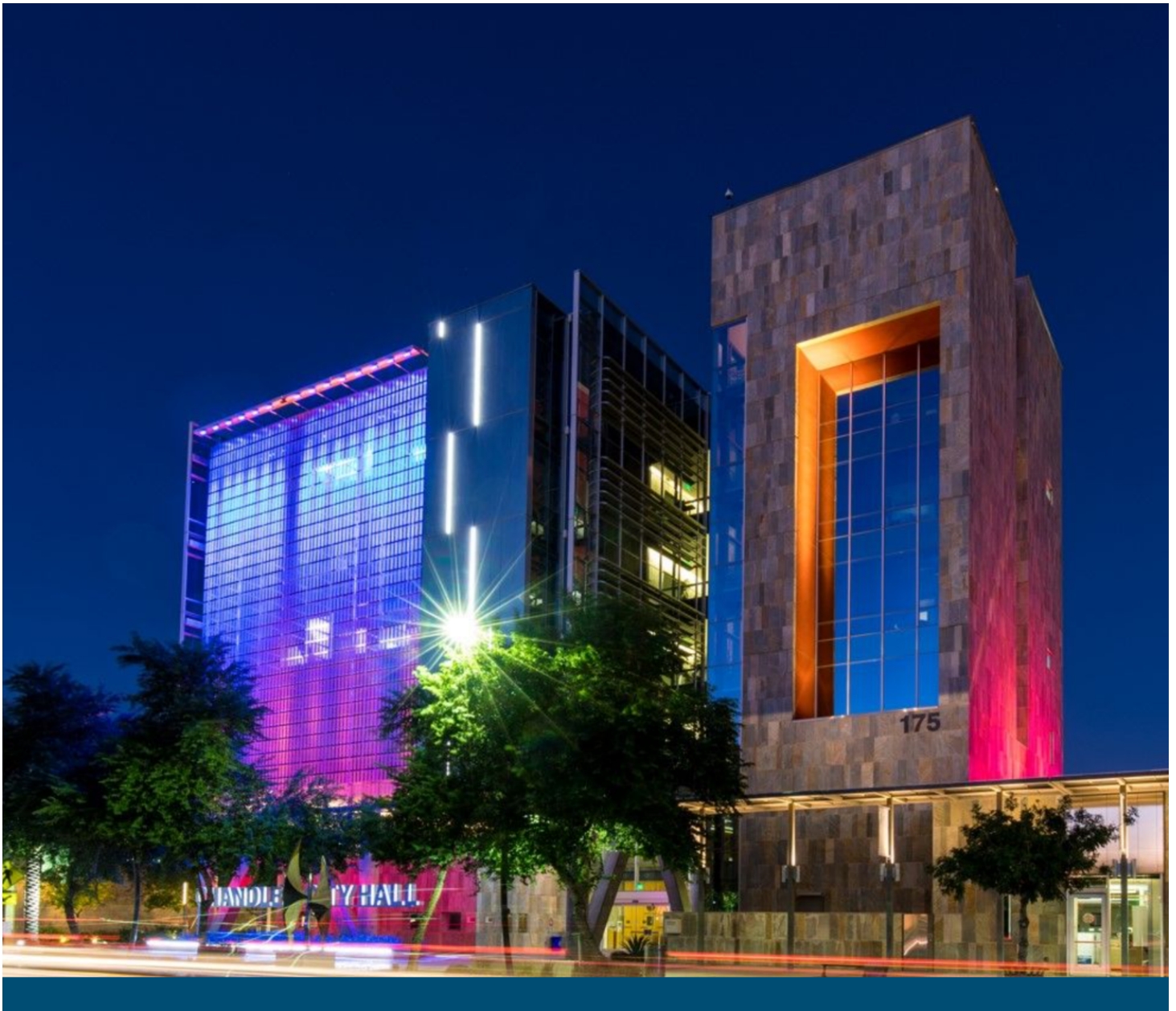




City Council Study Session

Monday, May 5, 2025
6:00 p.m.

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





Our Vision

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

Our Brand

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

Innovative Focus

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

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a STUDY SESSION open to the public on Monday, May 5, 2025, which begins at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

Persons with disabilities may request a reasonable modification or communication aids and services by contacting the City Clerk's office at 480-782-2181 (711 via AZRS). Please make requests in advance as it affords the City time to accommodate the request. Agendas are available in the Office of the City Clerk, 175 S. Arizona Avenue.



Study Session Agenda

City Council Strategic Framework Focus Areas: Legend



Community Safety



Neighborhoods



Quality of Life



Sustainability and Technology



Connectivity



Economic Vitality

Call to Order

Roll Call

Scheduled Public Appearances

1. Service Recognitions
2. Recognition: Road to Riches Car Show
3. Proclamation: National Water Safety Month/Drowning Prevention Month
4. Proclamation: National Police Week and Peace Officers Memorial Day
5. Proclamation: Municipal Clerks Week, May 4 -10, 2025
6. Thayne Martin - Nuisance Bird Feeding

Consent Agenda

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



City Clerk

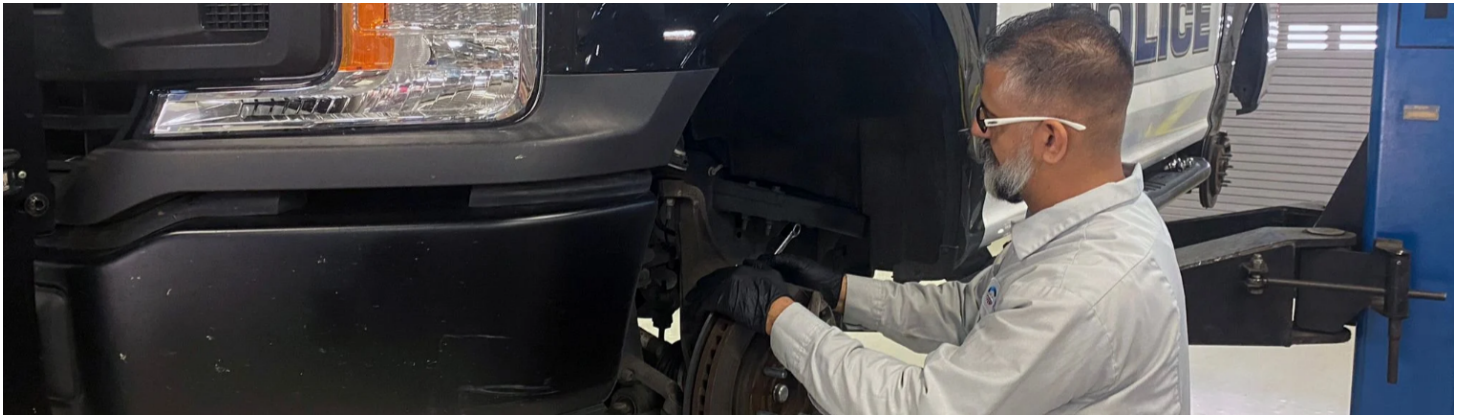
1. **Approval of Minutes**
 Move City Council approve the Council meeting minutes of the Study Session of April 21, 2025, the Regular Meeting of April 24, 2025, and the Work Session of April 24, 2025.
2. **Boards and Commissions Member Appointments**
 Move City Council approve the Boards and Commissions appointments as recommended.



Development Services

3. **Final Adoption of Ordinance No. 5125, Rezoning, PLH25-0003 Countrywide Frye Road Campus, Generally Located 1/4 Mile East of the Northeast Corner of Frye Road and Price Road**
 Move City Council adopt Ordinance No. 5125 approving PLH25-0003 Countrywide Frye Road Campus, amending the existing Planned Area Development (PAD) zoning district to allow medical uses in addition to the uses currently allowed, which include general office and Planned Industrial (I-1) type uses, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 



Facilities and Fleet

4. **Professional Services Agreement No. BF2502.201, with LSW Engineers Arizona, Inc., for the Development Services Building HVAC Design Services**

Move City Council award Professional Services Agreement No. BF2502.201 to LSW Engineers Arizona, Inc., for the Development Services Building HVAC Design Services, in an amount not to exceed \$138,250.

Council Focus Area(s): 💡



Management Services

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

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 333496, a Series 12, Restaurant Liquor License, for Larry Warren White, Jr, Agent, Warren's Supper Club, LLC, DBA Warren's Supper Club, located at 1040 N. 54th Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307989.



Police Department

6. **Resolution No. 5901 Approval and Acceptance of the 2024 Edward Byrne Justice Assistance Grant**

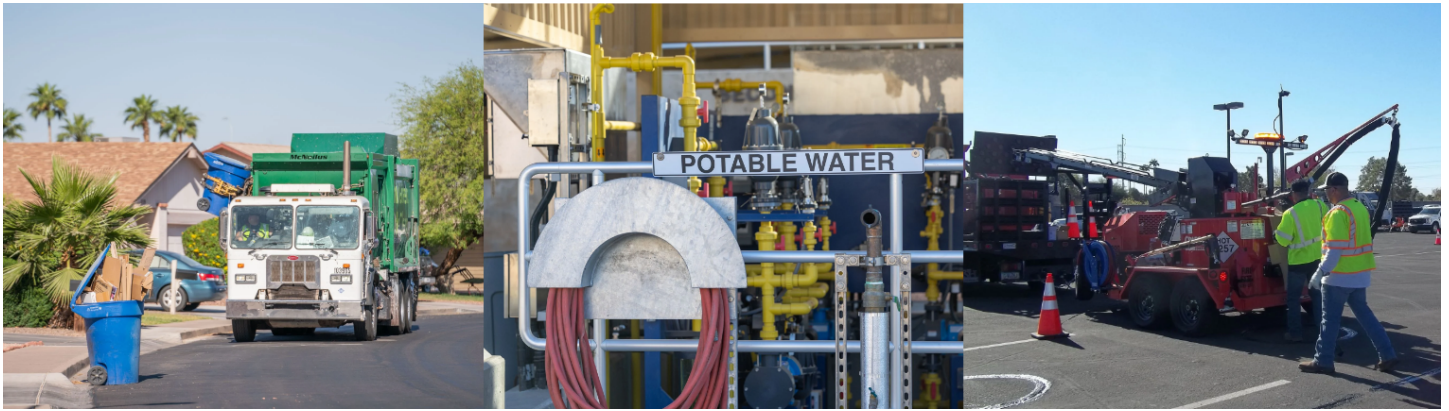
Move City Council pass and adopt Resolution No. 5901 accepting and approving the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2024 Local Solicitation in the amount of \$39,518; authorizing the Mayor and City Attorney to sign the required certifications; and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Council Focus Area(s): 

7. **Purchase of Fixed Camera Automated License Plate Reader (ALPR) Solution**

Move City Council approve the purchase of fixed camera automated license plate reader (ALPR) solutions, from Flock Group, Inc., utilizing the City of Tempe Contract No. T21-119-01, in an amount not to exceed \$114,356.

Council Focus Area(s): 



Public Works and Utilities

- 8. **Professional Services Agreement No. ST2404.501, SRP Contract No. 4224287, with Salt River Project, for the Willis Road (Vine Street to 1,700 Feet East) Improvements Design Services**

Move City Council award Professional Services Agreement No. ST2404.501, SRP Contract No. 4224287, to SRP, for the Willis Road (Vine Street to 1,700 Feet East) Improvements Design Services, in an amount not to exceed \$236,577.

Council Focus Area(s):

- 9. **Purchase of Inductively Coupled Plasma Mass Spectrometer (ICPMS)**

Move City Council approve purchase of an ICPMS, utilizing State of Arizona Contract No. CTR069681, from VWR International, LLC, in an amount not to exceed \$190,000.

Council Focus Area(s):

- 10. **Agreement No. PW5-745-4887, with M.R. Tanner Development and Construction, LLC, for Street Maintenance Repaving, Surface Seal, and Repair Services**

Move City Council approve Agreement No. PW5-745-4887, with M.R. Tanner Development and Construction, LLC, for street maintenance repaving, surface seal, and repair services, in an amount not to exceed \$17,300,000, for a one-year term, May 9, 2025, through May 8, 2026.

Council Focus Area(s):

11. **Construction Agreement No. WW2001.403, Change Order No. 3, with Garney Companies, Inc., for the Ocotillo Brine Reduction Facility Hydrochloric Acid Storage and Weak Acid Containment Mixing Improvements**

Move City Council award Agreement No. WW2001.403, Change Order No. 3, to Garney Companies, Inc., for the Ocotillo Brine Reduction Facility Hydrochloric Acid Storage and Weak Acid Containment Mixing Improvements, increasing the agreement amount by \$125,183.69.

Council Focus Area(s): 

Adjourn



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

Date: May 05, 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 Study Session of April 21, 2025, the Regular Meeting of April 24, 2025, and the Work Session of April 24, 2025.

Attachments

Minutes of the Study Session held on April 21, 2025
Minutes of the Regular Meeting held on April 24, 2025
Minutes of the Work Session held on April 24, 2025

Meeting Minutes

City Council Study Session

April 21, 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 6:00 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
Tawn Kao, Acting City Attorney
Dana DeLong, City Clerk

*Councilmember Jane Poston attended telephonically.

Scheduled Public Appearances

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

1. Proclamation: Fair Housing Month

MAYOR HARTKE read the proclamation and invited Riann Balch, Community Resources Senior Manager; Dylan Raymond, Management Analyst Senior; Kyndel Cook, Community Resources Specialist; and Lavaughan Ballesteros, Recreation Program Coordinator; to accept.

2. Recognition: Fair Housing Poster Contest Winners

MAYOR HARTKE invited the Fair Housing Poster Contest Winners to be recognized.

RIANN BALCH, Community Resources Senior Manager, recognized Fair Housing Poster Contest winners Majda K. and Aryana B. and presented them with gifts.

3. Recognition: Chandler Innovation Fair Winners

MAYOR HARTKE invited Chandler Innovation Fair Winners to be recognized with Councilmember Orlando.

MICAH MIRANDA, Economic Development Director, recognized Bologna Elementary, Weinberg Gifted Academy, Casteel Science, Santan Jr. High, Basha High Science is Fun, and Hamilton High School National Art Honor Society.

Consent Agenda and Discussion

Discussion was held on items 4 and 8.

City Clerk

1. Approval of Minutes
Move City Council approve the Council meeting minutes of the Special Meeting Budget Workshop #2 of March 24, 2025, the Special Meeting Budget Workshop #3 of March 27, 2025, the Special Meeting of April 7, 2025, the Study Session of April 7, 2025, the Regular Meeting of April 10, 2025, and the Work Session of April 10, 2025.
2. Boards and Commissions Member Appointments
Move City Council approve the Board and Commission appointments as recommended.

City Manager

3. Resolution No. 5890, Ordering and Calling a Special Bond Election and Authorizing the Issuance and Sale of Up to \$475,000,000 of General Obligation Bonds
Move City Council pass and adopt Resolution No. 5890, ordering and calling a special bond election to be held concurrently with the November 4, 2025, General Election, to submit to the qualified electors of the city questions authorizing the issuance and sale of up to \$475,000,000 of General Obligation Bonds of the city; designating or providing for the manner in which the election is conducted, the translation of election materials, voter registration deadlines and early voting dates, and related matters; and ratifying all actions taken and to be taken with respect to the election in furtherance of this Resolution.
4. Agreement No. CM5-556-4868, for Flexible Transit Services, with River North Transit (Via)
Move City Council approve Agreement No. CM5-556-4868, with River North Transit, LLC (Via), for flexible transit services, in an amount not to exceed \$3,315,000, for a two-year period, July 1, 2025, through June 30, 2027, with the option of up to three additional one-year extensions, and authorize an appropriation transfer of \$1,000,000 from the General Fund, Non-Departmental, Contingency Account to the Grants Fund, Transportation Policy Division, Professional Services Account.

RYAN PETERS, Strategic Initiatives Director, explained item 4 is a new agreement with River North Transit to have them continue operating Chandler Flex. The city was awarded \$1 million in

congressionally directed spending from Congressman Greg Stanton in 2024. This agreement is needed to use the grant funds to be in accordance with Federal Transportation Administration guidelines. Chandler Flex is an on-demand service where passengers can request rides on the Chandler Flex app or by calling. Rides are provided in Chandler Flex minivans and riders may share trips with other riders. Passengers may have a short walk to designated pickup and drop-off areas. The passenger fare is \$2 or \$1 for elderly or people with disabilities; students ride for free to and from after school activities. This summer there are free trips to city facilities to encourage ridership when school is out of session and use of city facilities. Since Chandler Flex began operating in 2022, the service has provided 105,000 rides to 5,000 different individuals; one-third of those being trips to and from schools. Other popular destinations include Chandler Regional Medical Center, Tumbleweed Park, employment centers on Price Road, shopping centers and transit facilities to transfer to the regional bus network.

VICE MAYOR ELLIS thanked staff. These developments in local transportation services such as Chandler Flex and First Mile, Last Mile program help underserved residents who may not have access to regional transportation networks. She asked if the map of service will be expanded.

MR. PETERS answered that the service area has expanded due to some additional funding from congressional partners and managing regional transit funds and leveraging city general funds to support the program. Chandler has been investigating ways to slowly grow the boundaries while staying within budget. Future growth opportunities are constantly evaluated.

VICE MAYOR ELLIS thanked Council for putting effort into the expansion of this program.

5. Agreement No. CS1-745-4293, Amendment No. 3, for Concrete Repair and Maintenance Services
Move City Council approve Agreement No. CS1-745-4293, Amendment No. 3, with Degan Construction, LLC; Lincoln Constructors, Inc.; Precision Concrete Cutting, Inc.; Vincon Engineering Construction, LLC; and W.L. Emshoff, LLC, for concrete repair and maintenance services, in a combined amount not to exceed \$1,250,000, for a one-year term, May 1, 2025, through April 30, 2026.

Communication and Public Affairs

6. Agreement No. CP3-966-4488, Amendment No. 4, for Overflow Photocopying and Printing Services
Move City Council approve Agreement No. CP3-966-4488, Amendment No. 4, with LithoTech, Inc., for overflow photocopying and printing services, in an amount not to exceed \$150,000, for the period of one year, beginning August 25, 2025, through August 24, 2026.

Community Services

7. Engineering Design Services Agreement No. PR2106.504, Amendment No. 1, with Salt River Project Agricultural Improvement and Power District (SRP) to Underground an Open Irrigation Channel Adjacent to Tumbleweed Park
Move City Council award Engineering Services Agreement No. PR2106.504, Amendment No. 1, to the Salt River Project Agricultural Improvement and Power District (SRP), for the design to underground an existing SRP open irrigation channel adjacent to Tumbleweed Park, in the amount of \$51,790.
8. Purchase of a Library Locker from Lyngsoe Systems
Move City Council approve the purchase of a Library Locker from Lyngsoe Systems in the amount of \$44,521.69, and approve a contingency appropriation transfer from General Fund, Non-Departmental Cost Center, Contingency Account, in the amount of \$44,522, to the Library Trust Fund, Library Cost Center, Office Equipment Account to expend the Friends of the Library contribution.

JOHN SEFTON, Community Services Director, explained item 8 is a request to purchase a library locker system from Lyngsoe Systems as recommended by the library leadership team and the Friends of the Chandler Public Library. Lockers will benefit the community through improving access to information and sharing resources. These are comparable to Amazon package pickup lockers. The locker will be placed at Tumbleweed Recreation Center to capture users of the recreation center and to expand service beyond the libraries' capacity.

VICE MAYOR ELLIS shared she is passionate about expanding access to education and resources. She asked about the inspiration of the Friends of the Chandler Public Library.

BOB LOWRY, Friends of the Chandler Public Library President, said he is looking forward to implementing new innovations like the Outreach Mobile and the library locker. The Friends of the Chandler Public Library were approached by library staff with their ideas and the community that supports the library system contributed to make it happen.

VICE MAYOR ELLIS thanked Mr. Lowry and the Friends of the Chandler Public Library.

9. Authorizing a Grant Application to Arizona State Parks from the Land and Water Conservation Fund in the Amount of \$750,000 for Improvements to Pima Park
Move City Council authorize a grant application to Arizona State Parks from the Land and Water Conservation Fund in the amount of \$750,000 for improvements to Pima Park, located at 625 North McQueen Road.

Development Services

10. Final 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 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.
11. Introduction and Tentative Adoption of Ordinance No. 5125, Rezoning, PLH25-0003 Countrywide Frye Road Campus, Generally Located 1/4 Mile East of the Northeast Corner of Frye Road and Price Road
Move City Council introduce and tentatively adopt Ordinance No. 5125 approving PLH25-0003 Countrywide Frye Road Campus, amending the existing Planned Area Development (PAD) zoning district to allow medical uses in addition to the uses currently allowed, which include general office and Planned Industrial (I-1) type uses, subject to the conditions as recommended by Planning and Zoning Commission.
12. Resolution No. 5882, Annexation of County Right-of-Way on a Portion of Cooper Road South of the Southwest Corner of Cooper Road and Nightingale Lane, and on a Portion of Ocotillo Road between 140th Street and Cobblestone Drive
Move City Council pass and adopt Resolution No. 5882 approving annexation of county right-of-way located at the following locations: a) on a portion of Cooper Road south of the southwest corner of Cooper Road and Nightingale Lane; and b) on a portion of Ocotillo Road between 140th Street and Cobblestone Drive; contingent upon approval by Maricopa County.

Information Technology

13. Purchase of Replacement Edge Router and Switches
Move City Council approve the purchase of edge router and switches, from Hye Tech Network and Security Solutions, LLC, and from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-08 and Contract No. 22-02PV-18, in an amount not to exceed \$845,626.

Law

14. Settlement in McCarthy, et al. vs. City of Chandler
Move City Council approve the settlement in the matter of McCarthy, et al. vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$300,000 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.

Management Services

15. Purchase of Office Supplies
Move City Council approve the purchase of office supplies, from Staples Business Advantage, utilizing the Sourcewell Contract No. 091423-SCC, for the period of April 1, 2025, through March 31, 2026, in an amount not to exceed \$190,000.

Neighborhood Resources

16. Resolution No. 5896 to Allocate Fiscal Year 2025-2026 HOME Investment Partnerships Program Funds
Move City Council pass and adopt Resolution No. 5896 approving and authorizing the City Manager to allocate Fiscal Year 2025-2026 HOME Investment Partnerships Program Funds; authorizing execution of all contracts and subrecipient agreements; and authorizing the City Manager to take all actions necessary or prudent to implement the adopted FY 2025-2026 HOME Investment Partnerships Program Funds.
17. Resolution No. 5895, Approving and Authorizing Submittal of the Community Development Block Grant 2025-2029 Consolidated Plan and Fiscal Year 2025-2026 Annual Action Plan to the United States Department of Housing and Urban Development
Move City Council pass and adopt Resolution No. 5895 approving and authorizing the City Manager to execute and submit the Community Development Block Grant ("CDBG") 2025-2029 Consolidated Plan and Fiscal Year ("FY") 2025-2026 Annual Action Plan to the United States Department of Housing and Urban Development ("HUD"); authorizing execution of all subrecipient contracts; and authorizing the City Manager to take all action necessary or prudent to implement the approved FY 2025-2026 Annual Action Plan.
18. Resolution No. 5897, Approving Amendment No. 6 to the Intergovernmental Agreement Between Maricopa County, Administered by its Human Services Department, and City of Chandler to Accept Federal HOME Investment Partnerships Program Funds
Move City Council pass and adopt Resolution No. 5897 approving Amendment No. 6 to the Intergovernmental Agreement Between Maricopa County and City of Chandler to accept federal HOME Investment Partnerships Program funds in the amount of \$399,251; reallocate Program Year 2020 and 2021 HOME Investment Partnerships Program funds in the amount of \$307,781, and extend the expenditure term for the Program Year 2020-2023 HOME Investment Partnerships Program funds and the HOME Investment Partnerships American Rescue Plan Program funds; authorizing the City Manager to sign all related documents and assurances on behalf of the City of Chandler; and further authorizing the City Manager to take all action necessary or prudent to implement the city's HOME Investment Partnerships and HOME Investment Partnerships American Rescue Plan program activities.

Police Department

19. Purchase of Mobile Communication Services

Move City Council approve the purchase of mobile communication services, from Verizon Wireless, utilizing the State of Arizona Contract No. CTR049877, in an amount not to exceed \$140,000.

20. Professional Services Agreement No. PD2401.101, with Dick & Fritsche Design Group, Inc., for the Police Main Station Renovations Study Consultant Services
Move City Council award Professional Services Agreement No. PD2401.101 to Dick & Fritsche Design Group, Inc., for the Police Main Station Renovations Study Consultant Services, in an amount not to exceed \$291,745.
21. Professional Services Agreement No. PD2301.201, with SmithGroup, Inc., for the Police Forensic Services Facility Design Services
Move City Council award Professional Services Agreement No. PD2301.201 to SmithGroup, Inc., for the Police Forensic Services Facility Design Services, in an amount not to exceed \$4,419,797.25.

Public Works and Utilities

22. Agreement No. SW2-100-4480, Amendment No. 3, with Sierra Group, LLC, for Refuse and Recycling Containers
Move City Council approve Agreement No. SW2-100-4480, Amendment No. 3, with Sierra Group, LLC, for refuse and recycling containers, in an amount not to exceed \$550,000, for the period of one year, beginning May 16, 2025, through May 15, 2026.
23. Purchase of Street Sweeper
Move City Council approve the purchase of a street sweeper, from Nescon, LLC, utilizing Maricopa County Contract No. 2400076-S, in the amount of \$390,676.92.
24. Agreement No. TR3-968-4606, Amendment No. 2, with Paramount Assistant, LLC, dba Paramount Streetlight, for Streetlight Pole Replacement
Move City Council approve Agreement No. TR3-968-4606, Amendment No. 2, with Paramount Assistant, LLC, dba Paramount Streetlight, for streetlight pole replacement, in an amount not to exceed \$479,000, for a one-year term, May 1, 2025, through April 30, 2026.
25. Agreement No. PW4-962-4712, Amendment No. 1, with Andrews Plumbing Services, Inc.; PM Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for Plumbing Services
Move City Council approve Agreement No. PW4-962-4712, Amendment No. 1, with Andrews Plumbing Services, Inc.; PM Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for plumbing services, in a combined amount not to exceed \$640,000, for a one-year term, April 11, 2025, through April 10, 2026.

Informational

26. Claims Report for the Quarter Ended March 31, 2025
27. Contracts and Agreements Administratively Approved for the Month of March 2025

Adjourn

The meeting was adjourned at 6:31 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: May 8, 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 21st day of April 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2025.

City Clerk

Meeting Minutes

City Council Regular Meeting

April 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 6:00 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
Tawn Kao, Deputy City Attorney
Dana DeLong, City Clerk

Invocation

The invocation was given by Rev. Jimmy Thomas, International Assembly of God Chandler.

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Poston.

Consent Agenda and Discussion

City Clerk

1. Approval of Minutes
Move City Council approve the Council meeting minutes of the Special Meeting Budget Workshop #2 of March 24, 2025, the Special Meeting Budget Workshop #3 of March 27, 2025, the Special Meeting of April 7, 2025, the Study Session of April 7, 2025, the Regular Meeting of April 10, 2025, and the Work Session of April 10, 2025.

2. 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.

City Manager

3. Resolution No. 5890, Ordering and Calling a Special Bond Election and Authorizing the Issuance and Sale of Up to \$475,000,000 of General Obligation Bonds
Move City Council pass and adopt Resolution No. 5890, ordering and calling a special bond election to be held concurrently with the November 4, 2025, General Election, to submit to the qualified electors of the city questions authorizing the issuance and sale of up to \$475,000,000 of General Obligation Bonds of the city; designating or providing for the manner in which the election is conducted, the translation of election materials, voter registration deadlines and early voting dates, and related matters; and ratifying all actions taken and to be taken with respect to the election in furtherance of this Resolution.
4. Agreement No. CM5-556-4868, for Flexible Transit Services, with River North Transit (Via)
Move City Council approve Agreement No. CM5-556-4868, with River North Transit, LLC (Via), for flexible transit services, in an amount not to exceed \$3,315,000, for a two-year period, July 1, 2025, through June 30, 2027, with the option of up to three additional one-year extensions, and authorize an appropriation transfer of \$1,000,000 from the General Fund, Non-Departmental, Contingency Account to the Grants Fund, Transportation Policy Division, Professional Services Account.
5. Agreement No. CS1-745-4293, Amendment No. 3, for Concrete Repair and Maintenance Services
Move City Council approve Agreement No. CS1-745-4293, Amendment No. 3, with Degan Construction, LLC; Lincoln Constructors, Inc.; Precision Concrete Cutting, Inc.; Vincon Engineering Construction, LLC; and W.L. Emshoff, LLC, for concrete repair and maintenance services, in a combined amount not to exceed \$1,250,000, for a one-year term, May 1, 2025, through April 30, 2026.

Communication and Public Affairs

6. Agreement No. CP3-966-4488, Amendment No. 4, for Overflow Photocopying and Printing Services
Move City Council approve Agreement No. CP3-966-4488, Amendment No. 4, with LithoTech, Inc., for overflow photocopying and printing services, in an amount not to exceed \$150,000, for the period of one year, beginning August 25, 2025, through August 24, 2026.

Community Services

7. Engineering Design Services Agreement No. PR2106.504, Amendment No. 1, with Salt River Project Agricultural Improvement and Power District (SRP) to Underground an Open Irrigation Channel Adjacent to Tumbleweed Park

Move City Council award Engineering Services Agreement No. PR2106.504, Amendment No. 1, to the Salt River Project Agricultural Improvement and Power District (SRP), for the design to underground an existing SRP open irrigation channel adjacent to Tumbleweed Park, in the amount of \$51,790.

8. Purchase of a Library Locker from Lyngsoe Systems

Move City Council approve the purchase of a Library Locker from Lyngsoe Systems in the amount of \$44,521.69, and approve a contingency appropriation transfer from General Fund, Non-Departmental Cost Center, Contingency Account, in the amount of \$44,522, to the Library Trust Fund, Library Cost Center, Office Equipment Account to expend the Friends of the Library contribution.

9. Authorizing a Grant Application to Arizona State Parks from the Land and Water Conservation Fund in the Amount of \$750,000 for Improvements to Pima Park

Move City Council authorize a grant application to Arizona State Parks from the Land and Water Conservation Fund in the amount of \$750,000 for improvements to Pima Park, located at 625 North McQueen Road.

Development Services

10. Final 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 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.

11. Introduction and Tentative Adoption of Ordinance No. 5125, Rezoning, PLH25-0003 Countrywide Frye Road Campus, Generally Located 1/4 Mile East of the Northeast Corner of Frye Road and Price Road

Move City Council introduce and tentatively adopt Ordinance No. 5125 approving PLH25-0003 Countrywide Frye Road Campus, amending the existing Planned Area Development (PAD) zoning district to allow medical uses in addition to the uses currently allowed, which include general office and Planned Industrial (I-1) type uses, subject to the conditions as recommended by Planning and Zoning Commission.

12. Resolution No. 5882, Annexation of County Right-of-Way on a Portion of Cooper Road South of the Southwest Corner of Cooper Road and Nightingale Lane, and on a Portion of Ocotillo Road between 140th Street and Cobblestone Drive

Move City Council pass and adopt Resolution No. 5882 approving annexation of county right-of-way located at the following locations: a) on a portion of Cooper Road south of the southwest corner of Cooper Road and Nightingale Lane; and b) on a portion of Ocotillo

Road between 140th Street and Cobblestone Drive; contingent upon approval by Maricopa County.

Information Technology

13. Purchase of Replacement Edge Router and Switches
Move City Council approve the purchase of edge router and switches, from Hye Tech Network and Security Solutions, LLC, and from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-08 and Contract No. 22-02PV-18, in an amount not to exceed \$845,626.

Law

14. Settlement in McCarthy, et al. vs. City of Chandler
Move City Council approve the settlement in the matter of McCarthy, et al. vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$300,000 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.

Management Services

15. Purchase of Office Supplies
Move City Council approve the purchase of office supplies, from Staples Business Advantage, utilizing the Sourcewell Contract No. 091423-SCC, for the period of April 1, 2025, through March 31, 2026, in an amount not to exceed \$190,000.

Neighborhood Resources

16. Resolution No. 5896 to Allocate Fiscal Year 2025-2026 HOME Investment Partnerships Program Funds
Move City Council pass and adopt Resolution No. 5896 approving and authorizing the City Manager to allocate Fiscal Year 2025-2026 HOME Investment Partnerships Program Funds; authorizing execution of all contracts and subrecipient agreements; and authorizing the City Manager to take all actions necessary or prudent to implement the adopted FY 2025-2026 HOME Investment Partnerships Program Funds.
17. Resolution No. 5895, Approving and Authorizing Submittal of the Community Development Block Grant 2025-2029 Consolidated Plan and Fiscal Year 2025-2026 Annual Action Plan to the United States Department of Housing and Urban Development
Move City Council pass and adopt Resolution No. 5895 approving and authorizing the City Manager to execute and submit the Community Development Block Grant ("CDBG") 2025-2029 Consolidated Plan and Fiscal Year ("FY") 2025-2026 Annual Action Plan to the United States Department of Housing and Urban Development ("HUD"); authorizing execution of all subrecipient contracts; and authorizing the City Manager to take all action necessary or prudent to implement the approved FY 2025-2026 Annual Action Plan.

18. Resolution No. 5897, Approving Amendment No. 6 to the Intergovernmental Agreement Between Maricopa County, Administered by its Human Services Department, and City of Chandler to Accept Federal HOME Investment Partnerships Program Funds
Move City Council pass and adopt Resolution No. 5897 approving Amendment No. 6 to the Intergovernmental Agreement Between Maricopa County and City of Chandler to accept federal HOME Investment Partnerships Program funds in the amount of \$399,251; reallocate Program Year 2020 and 2021 HOME Investment Partnerships Program funds in the amount of \$307,781, and extend the expenditure term for the Program Year 2020-2023 HOME Investment Partnerships Program funds and the HOME Investment Partnerships American Rescue Plan Program funds; authorizing the City Manager to sign all related documents and assurances on behalf of the City of Chandler; and further authorizing the City Manager to take all action necessary or prudent to implement the city's HOME Investment Partnerships and HOME Investment Partnerships American Rescue Plan program activities.

Police Department

19. Purchase of Mobile Communication Services
Move City Council approve the purchase of mobile communication services, from Verizon Wireless, utilizing the State of Arizona Contract No. CTR049877, in an amount not to exceed \$140,000.
20. Professional Services Agreement No. PD2401.101, with Dick & Fritsche Design Group, Inc., for the Police Main Station Renovations Study Consultant Services
Move City Council award Professional Services Agreement No. PD2401.101 to Dick & Fritsche Design Group, Inc., for the Police Main Station Renovations Study Consultant Services, in an amount not to exceed \$291,745.
21. Professional Services Agreement No. PD2301.201, with SmithGroup, Inc., for the Police Forensic Services Facility Design Services
Move City Council award Professional Services Agreement No. PD2301.201 to SmithGroup, Inc., for the Police Forensic Services Facility Design Services, in an amount not to exceed \$4,419,797.25.

Public Works and Utilities

22. Agreement No. SW2-100-4480, Amendment No. 3, with Sierra Group, LLC, for Refuse and Recycling Containers
Move City Council approve Agreement No. SW2-100-4480, Amendment No. 3, with Sierra Group, LLC, for refuse and recycling containers, in an amount not to exceed \$550,000, for the period of one year, beginning May 16, 2025, through May 15, 2026.
23. Purchase of Street Sweeper
Move City Council approve the purchase of a street sweeper, from Nescon, LLC, utilizing Maricopa County Contract No. 2400076-S, in the amount of \$390,676.92.

24. Agreement No. TR3-968-4606, Amendment No. 2, with Paramount Assistant, LLC, dba Paramount Streetlight, for Streetlight Pole Replacement
Move City Council approve Agreement No. TR3-968-4606, Amendment No. 2, with Paramount Assistant, LLC, dba Paramount Streetlight, for streetlight pole replacement, in an amount not to exceed \$479,000, for a one-year term, May 1, 2025, through April 30, 2026.
25. Agreement No. PW4-962-4712, Amendment No. 1, with Andrews Plumbing Services, Inc.; PM Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for Plumbing Services
Move City Council approve Agreement No. PW4-962-4712, Amendment No. 1, with Andrews Plumbing Services, Inc.; PM Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for plumbing services, in a combined amount not to exceed \$640,000, for a one-year term, April 11, 2025, through April 10, 2026.

Consent Agenda Motion and Vote

Councilmember Harris moved to approve the Consent Agenda of the April 24, 2025, Regular City Council Meeting; Seconded by Councilmember Poston.

Motion carried unanimously (7-0).

Informational

26. Claims Report for the Quarter Ended March 31, 2025
27. Contracts and Agreements Administratively Approved for the Month of March 2025

Unscheduled Public Appearances

None

Current Events

Mayor's Announcements

MAYOR HARTKE recognized board and commission members for their time, dedication, and service to the city and commended the Board and Commission Member Appreciation Event held on April 16.

MAYOR HARTKE announced the Victor Hardy Celebration of Life at Compass Christian Church on Saturday, April 26, beginning at 4:00 p.m.

MAYOR HARTKE announced the Young Artists and Authors Showcase art contest held through Sister Cities International. 15 Chandler students recognized for their submissions for 2025.

COUNCILMEMBER POSTON thanked John Knudson for his involvement with the community in responding to residents' inquiries.

COUNCILMEMBER HARRIS announced the Movies in the Park event series in Tumbleweed Park held on May 2, May 9, and May 16. Activities start at 6:30 p.m. and the movie begins at 8:00 p.m.

COUNCILMEMBER HARRIS provided comments regarding a recent incident and thanked the Chandler Police Department.

None.

The meeting was adjourned at 6:19 p.m.

Approval Date of Minutes: May 8, 2025

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 April 2025. I further certify that the meeting was duly called and held and that a quorum was present.

City Clerk

Meeting Minutes

City Council Work Session

April 24, 2025 | 4:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ



Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:01 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
Tawn Kao, Acting City Attorney
Dana DeLong, City Clerk

*Vice Mayor Christine Ellis attended virtually until 4:38 p.m., when she arrived in person.

Staff in Attendance

Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
Andy Bass, Deputy City Manager
Alexis Apodaca, Mayor & Council Public Affairs Senior Manager
Matt Burdick, Communications & Public Affairs Director
John Knudson, Public Works & Utilities Director
Leah Powell, Neighborhood Resources Director
Kim Moyers, Cultural Development Director
Lauren Koll, Downtown Redevelopment Program Manager
Kevin Snyder, Development Services Director
John Sefton, Community Services Director

Discussion

1. Presentation and Discussion Regarding the Southside Village Neighborhood, Generally Located within the Area Bounded by Pecos Road, Arizona Avenue, Frye Road, and Delaware Street, Including Discussion of the Neighborhood's History, Studies and Stakeholder Meetings Related to the Future Development of the Neighborhood, the Proposed Downtown Region Area Plan Update, Proposed Washington Street Alignment, and Associated Infrastructure Improvements

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the discussion item.

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

- Washington Street Alignment & Southside Village Neighborhood
- Washington Street Area Alignment
- Southside Village Neighborhood
 - Among the oldest and most diverse areas in the city
 - Home of Winn School, built in 1929
 - First traditional Black and Latino neighborhood. Home to many prominent families and leaders (Coy Payne, Zora Folley, et al).
- 2006 Washington Alignment
- Original intent of the alignment
 - South Arizona Avenue Corridor Area Plan
 - Use to support larger development along Arizona Avenue
 - Traffic Reliever
 - Utility Corridor
 - S Curve was the preferred option
- Studies
 - 2006 South Arizona Entry Corridor Study
 - 2007 South Arizona Area Plan
 - 2022 Urban Land Institute Arizona Technical Assistance Program
 - 2022 Wayfinding Study (J2 Design)
 - 2023 Parking Study (Walker Consulting)
 - 2023 Washington Street Alignment Study (Lokahi)
 - 2024 Downtown Region Area Update (anticipated completion in early 2025)
 - Future of neighborhood and development within the southeast quadrant of downtown
- Development to the South
 - Smaller lot development
 - Adaptive Reuse
 - Neighborhood uses

- Use of alleys
- South AZ corridor study
 - High & medium density residential development
 - Assemblage of small parcels
 - Revision of neighborhood streets to facilitate traffic for new growth
- Neighborhood Enhancement Since 2021
 - Neighborhood engagement
 - Zora Folley Mural/Museum Exhibit
 - Harris Park Improvements
 - Neighborhood Parties/Envision Events
 - New Historic Markers
 - Continued engagement and support for the non-profit serving the neighborhood
 - Funding Habitat for Humanity homes & CDBG housing rehab projects
- Commitment
 - Cultural Development and Neighborhood Resources met with stakeholders to ensure continued involvement and transparency through future studies
- Urban Land Institute AzTAP (2022)
 - Allow the continuation of economic development while protecting multi-generational housing and the neighborhood that holds so much rich history
 - Analyze and suggest development growth opportunities
 - South Arizona Avenue Corridor Area Plan not aligning with the type of development occurring and proposed
- 2022: City Council approved Southside Village Neighborhood as the first Historic Conservation District
- AzTAP Process
 - Community-chose stakeholder interviews
 - Committee of experts
 - Study area plans
 - Tour & all-day workshop
- Community Input
 - Keep the historic neighborhood intact
 - Consider traffic circulation during development
 - Placemaking, walkability, park development
 - Winn School as a historic neighborhood asset
- Recommendations
 - Create an overlay to allow for flexibility of adaptive reuse policies
 - Micro-niche economy of arts and culture through live-work units
 - Gentle density options (infill of existing single-family neighborhoods to allow additional units on lots)
 - Creating an urban form to protect the fabric of the neighborhood
- Placemaking Elements

- Tree canopies, lighting, sidewalks and signage to transition the area, making it feel intentional, walkable and clearly identifying boundaries for redevelopment.
- Salvation Army Property
 - .79 acres – Winn School & trailers
 - .95 acres – Vacant Salvation Army property
 - 1.74 acres – Total Salvation Army property
 - Winn Park = .80 acres
- Winn School
 - Winn School was built on Saragosa Street in response to a petition from the Hispanic community in the Southside Chandler neighborhood.
 - Residents living in Southside and Winn's Addition submitted a petition (in both English and Spanish) to the Chandler school board in June 1929 requesting a school be built for their children in their neighborhood.
 - In 1967, CUSD dedicated Winn School to the City of Chandler for a community center.
 - The City leased and then sold Winn School to the Salvation Army in 1981 for \$13,500.
- Salvation Army at Winn School Campus
 - Salvation of Army has served the community through school-aged services, homelessness outreach
 - Salvation Army commissioned a needs assessment to determine if they should stay in their current location or consider relocation in the Southeast Valley.
 - City is currently in communication with the Salvation Army for possible acquisition of Winn School if they relocate.
- Community Input
 - Concerns with location of homelessness services
 - Preservation of historic building
 - Cultural Center
 - Neighborhood uses
- Schematic of Salvation Army at Washington Street
 - 80' right of way width
 - Anchors Salvation Army on the Southeast corner of Washington Street and Saragosa Street
 - 12 angled parking spaces on the east side of Washington Street (18 currently)
 - Potential additional parking on west side of Washington Street to accommodate Salvation Army parking needs
 - Shift of Winn Park to the east

COUNCILMEMBER HARRIS asked if there is a traffic flow study.

MS. MOYERS said that will be in a later slide.

COUNCILMEMBER POSTON asked about the condition of the Winn School.

MS. MOYERS commented the building is old and needs repairs.

LEAH POWELL, Neighborhood Resources Director, said a needs assessment was conducted about 18 months ago. Some health and safety updates were completed but it still needs work.

MS. MOYERS continued the presentation.

- Parking Study (2023)
 - Studied City property within the Southside Village Neighborhood
 - Recommended City-owned lots for future surface parking
 - Allows lots to be used toward parking calculations in smaller developments
 - Az Tap recommended allowing City-owned parking lots to be used for food trucks, farmers markets, etc., to encourage local economic development.
- Downtown Region Area Plan (DRAP, 2025)
- The Downtown Region Area Plan Will:
 - Guide all future development decisions within the region
 - Provide a high-level view of how the future built environment within the region should look
 - Set policies that define types of development that can be considered
- New Recommendations
 - Adaptive Reuse
 - Commerce Routes
 - Mixed Uses
 - Alley Activation
 - Downtown Gateways
 - Character Area Guidelines
 - DRAP is consistent with recommendations from AzTAP and the Washington Street Alignment Study
- Examples from DRAP
- Washington Street Alignment (2023)
 - Research 4 options for the alignment of Washington Street

MAYOR HARTKE asked about the public participation from the neighborhood.

MS. MOYERS said that information will be shared later in the presentation. Community leaders were present at every meeting, leaders shared information with neighbors.

COUNCILMEMBER ORLANDO asked what is expected for the sewer and water line conditions under these streets.

JOHN KNUDSON, Public Works & Utilities Director, said the condition is unknown. There are utilities in the area due for replacement that could be eligible to be worked on concurrently.

MAYOR HARTKE asked if the condition is expected to be similar to other older Chandler neighborhoods' utilities.

MR. KNUDSON explained that they have found concrete streets and septic systems in excavation of older neighborhoods' utilities. These discoveries are dealt with during the course of the project.

COUNCILMEMBER ORLANDO asked about expected legal challenges from claiming ownership of underground utilities on property.

MR. KNUDSON said he is not aware of any. An in-depth look into property rights would be conducted during the design process.

COUNCILMEMBER HARRIS commented that during the assessment process the city should engage with local utility companies and fiber.

MAYOR HARTKE asked about the meetings at the Salvation Army campus.

MS. POWELL said the first meeting at Salvation Army campus had high attendance from neighbors, stakeholders, and community leaders providing valuable input.

MS. MOYERS continued the presentation.

- Community Input
 - 100% consensus opening to Pecos Rd
 - Allow for neighborhood traffic circulation
 - Right-only lane on Fairview Avenue
 - Traffic calming
 - Minimizing on-street parking from businesses on Arizona Ave
- Washington St – Base Connection
- Washington St – Placemaking
- Washington Street Alignment Options
 - 1. Keep current alignment (no-build alternative)
 - 2. Pedestrian Path at Pecos
 - 3. Washington Street extension to Pecos with “S” curve
 - 4. Street shift extension with intersection at Pecos
- Community Input
 - Unanimous request to provide access to Washington Street from Pecos Road, without strong options regarding exact alignment
- Option 2

COUNCILMEMBER ORLANDO asked if one of the proposed segments in Option 2 from Washington Street would allow vehicle traffic to Pecos Road.

MS. MOYERS said this segment does not allow vehicle traffic exiting from Washington Street onto Pecos, it would be a pedestrian walkway.

MAYOR HARTKE asked if this segment would include a pedestrian light on Pecos.

MS. MOYERS said it would align at the driveway and a pedestrian light would be included.

MS. MOYERS continued the presentation.

- Option 3
- Option 4

COUNCILMEMBER ORLANDO asked if this option would grant vehicular access from Washington Street to Pecos Road.

MS. MOYERS said yes, Option 3 and Option 4 both contained vehicular access from Washington Street to Pecos Road.

MAYOR HARTKE asked for a comparison of the options.

MS. MOYERS detailed that Option 2 and Option 4 have the same alignment for Washington Street but Option 2 is for pedestrian access, and Option 4 has vehicular access. Option 3 has vehicular access with a more westward alignment for Washington Street.

COUNCILMEMBER ENCINAS asked if an intersection with streetlight would be installed on Pecos Road for Option 4.

MS. MOYERS said the intersection on Pecos Road would be signalized.

COUNCILMEMBER ENCINAS asked if stop signs would be installed at the intersection of Washington Street and Kesler Street.

MS. MOYERS agreed.

COUNCILMEMBER POSTON asked about the benefits and drawbacks between Options 3 and 4.

MS. MOYERS said Option 3 would likely cost less due to a less drastic realignment of Washington Street.

COUNCILMEMBER POSTON asked if the improvements would be done in the existing alignment on Washington Street in Option 3.

MS. MOYERS said some improvements would likely be made on Washington Street in Option 3 but not as many would be needed. Option 4 would likely not need a stop sign at the intersection of Kesler Street and Washington Street.

COUNCILMEMBER ORLANDO commented that Option 3 could have some traffic calming effects from the s-curve implemented at Washington Street.

MS. MOYERS said it is not a traditional method to handle traffic calming.

MS. MOYERS continued the presentation.

- Washington St – Section Type
- Section TYP B – Saragosa St/Morelos ST

COUNCILMEMBER HARRIS asked if the city owns the east side of Washington Street and asked what is on the west side.

MS. MOYERS said the city owns some of the property on the east side of Washington Street, the west side is also city-owned vacant property.

MR. WRIGHT added that there is a section with privately owned property.

COUNCILMEMBER HARRIS asked if property owners had the opportunity to provide feedback on potential impact from commercial buildings and traffic development.

MS. MOYERS agreed and emphasized public involvement and input. She shared there are some opportunities for the city owned property in the area.

MS. MOYERS continued the presentation.

- Washington Street Alignment Stakeholder Meetings Feedback
- Stakeholder Meeting
 - November 2021 – Overall Neighborhood Meeting – Kickoff
 - January 2023 – Southside Village Reunion at Harris Park
- ULI AZ TAP
 - April 2022 – ULI AZ Tap Meeting Stakeholder Meeting (Harris Park)
 - May 2022 – Panel Day
 - Individual Stakeholder interviews chosen by neighborhood
- Washington Street Meeting
 - August 2023 – Meeting with Southside Village Stakeholder Meeting
 - November 2023 – Washington Street Kick Off Meeting (Community Input Meeting Mt. Olive with Southside Village Stakeholder Meeting)
 - December 2023 – Salvation Army Stakeholder Meeting
 - March 2024 – Southside Village Stakeholder Meeting

- January 2024 – Light and Life Church Stakeholder Meeting
- June 2024 – Salvation Army Leadership Board Meeting
- August 2024 – Southside Village Stakeholder Meeting
- Downtown Region Area
 - August 2024 – Multiple meetings throughout the month
 Over 72 residents attended the various meetings, with neighborhood leaders assisting with communication on all meetings
- Preferred Option

COUNCILMEMBER ENCINAS asked if there is a plan to include pedestrian connections from Harris Park.

MS. MOYERS said some enhancements were included in plans. Placemaking on the pedestrian place would include historic markers and educational pieces but they were a piece of the studies conducted.

COUNCILMEMBER ORLANDO said shifting the alignment of Washington Street would use more of the city-owned property and possibly decrease the possibility of future development.

MS. MOYERS agreed. If shifted, the additional landscaping would create a buffer for existing homes, but it does take up some city-owned property.

COUNCILMEMBER ORLANDO asked about who owns some parcels in the surrounding area and suggested a private partnership to increase the viability of land development.

VICE MAYOR ELLIS asked how much of the city-owned property is expected to be used.

MS. MOYERS said the amount is currently unknown as a study at that fine of a level has not been conducted. Once a direction is provided from Council, the next step would be to look into landscaping, buffers, and setbacks.

LEAH POWELL, Neighborhood Resources Director, continued the presentation.

- Housing Options with Excess City-owned property
 - The MMH Thesis

VICE MAYOR ELLIS asked if all the options included in the Missing Middle Housing Thesis need to be included, or if one or two options would be investigated for this development.

MS. POWELL said they will work with the consultant to see what option would fit for the land and complement the neighborhood.

VICE MAYOR ELLIS asked if residents have been surveyed to see their preferences.

MS. POWELL said not yet. Once staff and the developers know what is feasible for the area, then further discussions will be held with neighborhood residents.

VICE MAYOR ELLIS asked what would constitute a feasible option for housing.

MS. POWELL explained feasible meaning what the land would support, what the housing market would support, and what the infrastructure would support. The goal is to deliver an affordable home ownership product.

VICE MAYOR ELLIS asked if Council needs to provide a direction on housing product.

MS. POWELL said more investigation is being conducted on housing options; staff will return to present product to Council later.

MS. MOYERS continued the presentation.

- Future Housing Opportunities
 - City has acquired all right-of-way anticipated to be necessary for the extension of Washington Street. An estimated 25 parcels were purchased, most zoned either MF-2 or SF-8.5.
 - The designs for Washington Street extension and Winn Park must be finalized before redeveloping any of these parcels. However, the City can start now envisioning with the neighborhood the types of housing that would be appropriate.
 - Staff are working with a consultant to:
 - Capacity test for city properties housing types, number of houses, and possible site plans for properties.
 - Evaluate economic feasibility and development models, including preferred method of construction (RFP, self develop, etc.), possible community partners, and financing/ownership/partnership structures.
 - Goal: To build new attainable/affordable housing product types in Chandler.
- How the Washington Street Alignment Supports Neighborhood Feedback
 - Neighborhood traffic calming
 - Right only lane on Fairview Avenue
 - Minimize on-street parking from businesses on Arizona Ave
 - Allow for neighborhood traffic circulation
 - Washington Street provides a buffer from traditional neighborhood and development
- Recommended Next Steps
 - Continue discussions with Salvation Army regarding their long-range plans and possible reacquisition of Winn School property as a historic site, park, and neighborhood center – Fall 2025

- Complete the Downtown Region Area Plan (DRAP) for future City Council adoption and report back to neighborhood stakeholders – May – P&Z / June - Study Session / June – Ordinance intro and adoption
- Finalize Washington Street recommended option design and begin design of replacement Winn Park (both currently funded in FY 2025-2026) – Spring 2026
- Complete utility assessment needs assessment – Summer 2026
- Utilize excess property for housing with development partner(s) after final design of Washington Street and Winn Park determined – June 2025
- Continue neighborhood communication and outreach

COUNCILMEMBER HARRIS emphasized the importance of communicating with neighbors about the housing product proposed for potential development and any private property owners impacted by the Washington Street realignment. He noted that this neighborhood is one of Chandler's historic neighborhoods and requested the Neighborhood Preservation and Historic Preservation officers be involved in any changes made to the neighborhood.

MAYOR HARTKE asked what direction Council needs to provide. There are still more steps before making a full decision. He asked about alley activation in the area.

MS. MOYERS said in new commercial development, the city investigated making alleys look safe and inviting for users. Future proposed alley activation measures are unknown, but planning would work with property owners to get feedback.

MAYOR HARTKE noted that the alley activation would occur in the pink highlighted area on the slides.

MS. MOYERS clarified that they are looking for direction on their preferred option for the Washington Street alignment.

MAYOR HARTKE said the tradeoff of Option 4 is that it minimizes the impact to existing residential neighborhoods but takes away some potential future housing.

MS. MOYERS agreed.

COUNCILMEMBER ORLANDO asked what privately owned parcels are in an area of the neighborhood.

MS. MOYERS noted that if the privately owned parcels were to ever be sold, they would likely be sold for commercial use.

COUNCILMEMBER ORLANDO asked if the privately owned parcels would have to be transitioned to commercial use.



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

Date: May 05, 2025
To: Vice Mayor and City Council
From: Mayor Kevin Hartke
Subject: Boards and Commissions Member Appointments

Proposed Motion:

Move City Council approve the Boards and Commissions appointments as recommended.

Transportation Commission

Appoint Dianne Kresich

Attachments

Applicants for New Appointments

Recommended for appointment to Transportation Commission

Webform Submission From: Application for Chandler Boards and Commissions

City of Chandler

Sun 1/29/2023 7:13 PM

To:

Submitted on Sun, 01/29/2023 - 06:57 PM

Submitted by: Anonymous

Submitted values are:

Contact Information

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

Selection 1

Arts Commission

Selection 2

Chandler Museum Foundation

Selection 3

Transportation Commission

Name

Dianne Kresich

Phone

Email

Address

Chandler , Arizona. 85226

Profession

Transportation Research Center manager

Employer

Arizona Dept. of Transportation

How many years have you lived in Chandler

31

Are you registered to vote?

Yes

Boards and Commissions Info

Professional Experience

M.S. in transportation planning. B.S. in community development. More than 30 credit hours in fine arts. Graduate certificate in elementary education.

Board/Committee Experience

Transportation Research Board (part of the National Academies of Science) -- emeritus member of standing committees on public involvement and planning for rural communities. American Assn of State Highway Transportation Officials -- member of Research Advisory Committee.

Briefly explain why you would like to serve on the board / commission

I am most interested in serving on boards relevant to the arts and culture because although my career has been in the transportation field, I have a deep interest in those areas. I strongly believe that cultural amenities build a stronger community, and would be honored to contribute to Chandler's growth in this area. I am also interested in being considered for the Transportation Commission. I have nearly 30 years of experience in transportation at the state, city, and regional levels.

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.



City Council Memorandum Development Services Memo No. 25-013FA

Date: May 05, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Taylor Manemann, City Planner
Subject: PLH25-0003 Countrywide Frye Road Campus
Final Adoption of Ordinance No. 5125
Request: Amend the existing Planned Area Development (PAD) zoning district by allowing medical uses in addition to the uses currently allowed which include general office and Planned Industrial (I-1) type uses.
Location: 2700 W. Frye Road, generally located ¼-mile east of the northeast corner of Frye Road and Price Road
Applicant: Jason Morris, Withey Morris Baugh, PLC

Proposed Motion:

Move City Council adopt Ordinance No. 5125 approving PLH25-0003 Countrywide Frye Road Campus, amending the existing Planned Area Development (PAD) zoning district to allow medical uses in addition to the uses currently allowed, which include general office and Planned Industrial (I-1) type uses, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- The subject site is currently zoned Planned Area Development (PAD) for general office and Planned Industrial (I-1) uses.
- The PAD zoning was approved in 2005 under case no. DVR05-0042.
- The current Preliminary Development Plan (PDP) was approved in 2006 (PDP06-0026) and included three (3) office buildings, a central plant (i.e. a facility building for mechanical and electrical equipment systems), and a five-level parking garage.
- The site has since been split into three (3) parcels, two of which were sold to adjacent property owners.

- Only one office building and the central plant building have been constructed since the originally approved project site layout is no longer feasible with the site being subdivided.
- Per the PAD current zoning, medical office uses are not permitted by right.
- A PAD amendment is required to allow for medical office uses.

Surrounding Land Use Data:

North	Bank of America Parking Lot	South	Frye Road, then PAD for an Office Building
East	PAD for a Data Center	West	PAD for I-1 uses (Air Products & Chemicals, Inc.)

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Employment (Medical/Regional Retail Growth Area)	No Change

Proposed Development

Office Building Size	184,228 square feet
Central Plant Building Size	15,081 square feet
Required Parking	<i>Medical Office:</i> $1 \text{ space}/150 \text{ sqft} = 184,228 \text{ sqft}/150 \text{ sqft} = 1,228.2 \text{ spaces}$ <i>Compound Pharmacy with Accessory Office (located in the Central Plant Building):</i> - Manufacturing: $1 \text{ space}/1,000 \text{ sqft} = 2,050 \text{ sqft}/1,000 \text{ sqft} = 2.05 \text{ spaces}$ - Office: $1 \text{ space}/250 \text{ sqft} = 250 \text{ sqft}/250 \text{ sqft} = 1 \text{ space}$ <i>Total Required:</i> 1,232 spaces
Required Parking with 10% Reduction by adding one (1) passenger loading zone space	1,109 spaces
Provided Parking	1,105 spaces

Review and Recommendation

Approval History

In 2005, the property was zoned Planned Area Development (PAD) for general office and Planned Industrial (I-1) type uses with Preliminary Development Plan (PDP) approval for a three (3) building office development with a central plant. In 2006, the PDP was amended to change the footprint of the three (3) office buildings and add a five-level parking garage. The required parking ratio for the three office buildings was one (1) space per 200 square feet of building area. The central plant building was not required to be parked, as it was to be occupied by mechanical equipment with no regular employees.

Since receiving PDP approval in 2006, only one of the office buildings and the central plant have been constructed on the property. The remainder of the property accommodates additional parking for the site. The northern approximate one-third of the property has also been split and sold to surrounding users, including Bank of America to the north and a data center to the east. The office building currently contains approximately 123,808 square feet of unoccupied building area, with the remaining 60,420 square feet being occupied by a CVS call center.

PAD Amendment Request

The applicant is requesting to amend the PAD to allow medical uses in addition to the uses approved under the 2005 zoning case. Additionally, the applicant is proposing that 2,050 square feet of the existing central plant building be used as a compound pharmacy (with no retail component) and a 250-square-foot accessory office. The compound pharmacy use is already permitted by right in the I-1 zoning district.

This request does not include any new structures or changes to the footprint or elevations of the existing structures on the property.

Parking Requirements

Per the city Zoning Code, medical uses are required to be parked at one (1) space per 150 square feet of building area. The existing 184,228-square-foot office building was built with 1,105 parking spaces provided, resulting in a parking ratio of approximately one (1) space per 167 square feet. There are not enough existing parking spaces on the property to accommodate the proposed uses on the property, with the medical use requiring 1,228.2 parking spaces and the compound pharmacy with office requiring 3.05 parking spaces. This results in a total required parking of 1,232 spaces and an ultimate deficiency of 128 spaces on the property.

To accommodate this parking deficiency, the applicant is requesting a 10% reduction in the number of required parking spaces through the addition of one (1) passenger loading zone space adjacent to the medical building, as permitted under Section 35-1808 of the Chandler Municipal Code. This would reduce the number of required parking spaces by 123 spaces, with a total of 1,109 spaces now being required. This calculation still results in a parking deficiency of four (4) parking spaces.

The applicant is therefore requesting a four (4) parking space deviation to utilize the existing parking on the site. To support this deviation, the applicant has provided a parking analysis with a parking ratio comparison for medical office uses across comparable Phoenix Metro cities and the ITE Parking Generation Manual, 6th Edition. The comparison to other cities shows that it is a general standard in comparable cities to park medical office uses at 1 space per 200 square feet or greater, which would require only 924 spaces on this property. Additionally, according to the ITE Parking Generation Manual, 85% of similar sites require 796 or fewer spaces at peak occupancy. In the event that parking demand increases on the property, the applicant has also provided a parking contingency plan to demonstrate how an additional seven (7) parking spaces can be added to the property.

Any future expansion of the site (i.e. the construction of new buildings) would increase the required parking on the property. At that time, additional parking solutions, such as new parking structures or parking agreements with adjacent property owners, will be required in order to park the property per Zoning Code requirements.

Staff Finding

A copy of the Countrywide Frye Road Campus preliminary development plan booklet (PDP06-0026) is attached for reference only as it will continue to regulate development within the proposed amended PAD. Planning staff has reviewed the request and finds it to be consistent with the General Plan and Zoning Code requirements.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- As the site is not located within 600 feet of any residential zoned property, a written notice was sent in lieu of holding a neighborhood meeting.
- A public hearing sign was posted on the site.

- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting April 2, 2025

Motion to Approve

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

Planning staff provided an Addendum Memo to the Commission identifying changes to two of the proposed conditions of approval since distribution of the staff memo. The first change was to revise condition no. 2 to read as follows: "Uses permitted shall be those permitted in the I-1 zoning district, general office uses and medical uses for out-patient care." This condition is being revised from allowing "medical office uses" to "medical uses for out-patient care." The intent of this revision is to provide further clarification on the type of medical uses permitted on the site and to better align with the permitted uses in the city Zoning Code. The second change was to delete original condition no. 4: "All employees and clients shall park on-site." Deleting this condition will allow for the potential of future parking agreements with adjacent property owners and therefore allow for flexibility in future expansion of the uses on the subject property. Planning and Zoning Commission accepted these changes to the conditions of approval.

Ordinance was introduced and tentatively adopted on April 24, 2025.

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve amending the PAD to allow for medical uses in addition to the uses currently allowed, which include general office and Planned Industrial (I-1) type uses, subject to the following conditions:

1. Development shall be in substantial conformance with exhibits and representation entitled "Countrywide Frye Road Campus" kept on file in the City of Chandler's Planning Division in File No. PDP06-0026, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. Uses permitted shall be those permitted in the I-1 zoning district, general office uses, and medical uses for out-patient care.

3. The use of a data center as the primary use shall be prohibited.
4. The site shall be maintained in a clean and orderly manner.
5. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
6. All signage shall conform to the City of Chandler sign codes.

Attachments

Ordinance 5125

Vicinity Maps

Development Booklet

PDP06-0026 Development Booklet

ORDINANCE NO. 5125

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 GENERAL OFFICE AND PLANNED INDUSTRIAL (I-1) TYPE USES TO PLANNED AREA DEVELOPMENT (PAD) FOR MEDICAL OFFICE, GENERAL OFFICE, AND PLANNED INDUSTRIAL (I-1) TYPE USES IN CASE PLH25-0003 (COUNTRYWIDE FRYE ROAD CAMPUS) LOCATED APPROXIMATELY ONE-QUARTER MILE EAST OF THE NORTHEAST CORNER OF FRYE ROAD AND PRICE ROAD WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from PAD for general office and Planned Industrial (I-1) type uses to PAD for medical office, general office, and Planned Industrial (I-1) type uses, subject to the following conditions:

1. Development shall be in substantial conformance with exhibits and representation entitled "Countrywide Frye Road Campus" kept on file in the City of Chandler's Planning Division in File No. PDP06-0026, modified by such conditions included at the time the Booklet was approved by the Chandler

City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Uses permitted shall be those permitted in the I-1 zoning district, general office uses, and medical uses for out-patient care.
3. The use of a data center as the primary use shall be prohibited.
4. The site shall be maintained in a clean and orderly manner.
5. The landscaping in all open spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
6. All signage shall conform to the City of Chandler sign codes.

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. 5125 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
Legal Description

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

Lot 2 of BANK OF AMERICA, N.A., MINOR LAND DIVISION, according to the map of record in the Office of the County Recorder, Maricopa County, Arizona, recorded in Book 1057 of Maps, Page 16;

Except the following described property conveyed to the City of Chandler in Special Warranty Deed recorded January 03, 2012 as 2012-0000957 of Official Records and more particularly described as follows:

A portion of Northwest 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 West Quarter Corner of said Section 31, being a brass cap in handhole, from which the Center of Section being a brass cap in Handhole, bears North 89° 46' 35" East, for a distance of 2584.61 feet;

Thence North 89° 46' 35" East along the South line of said Northwest Quarter, for a distance of 1229.73 feet;

Thence North 00° 20' 05" West, for a distance of 40.00 feet, to the Point of Beginning;

Thence continuing North 00° 20' 05" West, for a distance of 10.00 feet;

Thence North 89° 46' 35" East, for a distance of 785.33 feet;

Thence South 30° 39' 29" West, for a distance of 11.65 feet;

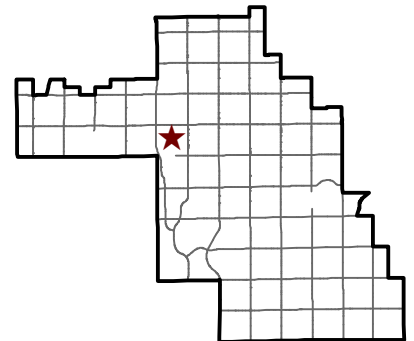
Thence South 89° 46' 35" West, for a distance of 779.33 feet, to the Point of Beginning.



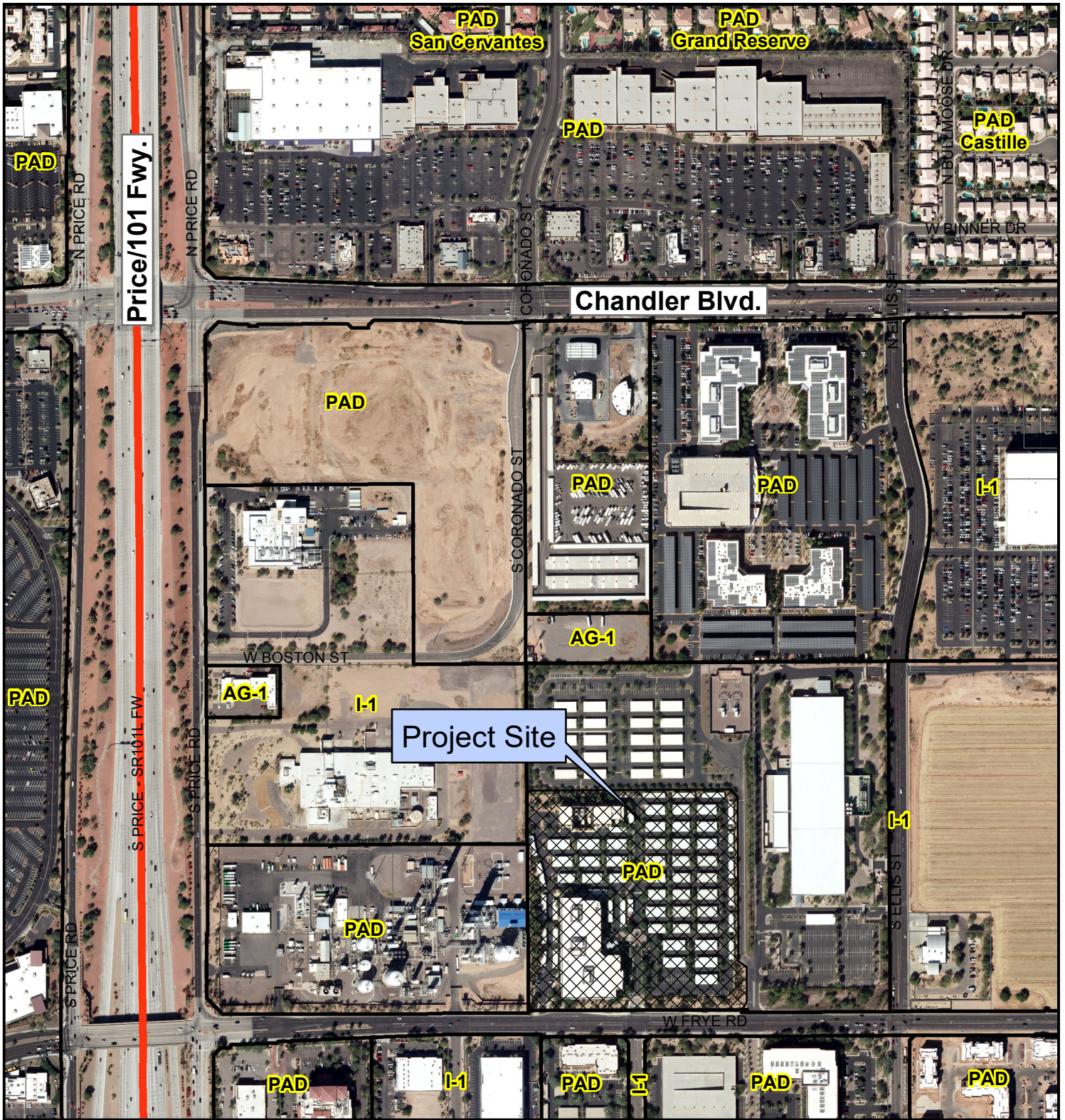
PLH25-0003 Countrywide Frye Road Campus



Proposed Project Details
2700 W Frye Rd
Rezoning to allow for Medical Office uses



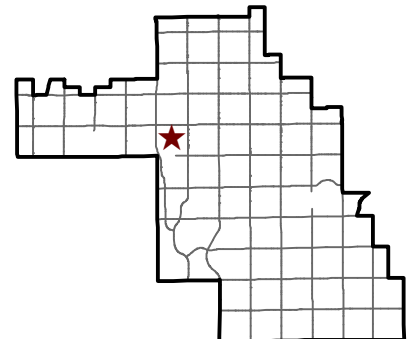
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
<https://gis.chandleraz.gov/planning>



PLH25-0003 Countrywide Frye Road Campus



Proposed Project Details
 2700 W Frye Rd
 Rezoning to allow for Medical Office uses



Countrywide Frye Road Campus

Planned Area Development Major Amendment

Case No. PLH25-0003

Final Submittal: March 24, 2025

2nd Submittal: March 12, 2025

1st Submittal: February 4, 2025



WITHEY
MORRIS
BAUGH

Development Team

Developer:

ViaWest Group

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Phoenix, AZ 85016

Legal Representative:

Withey Morris Baugh PLC

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I. PLANNED AREA DEVELOPMENT

A. Introduction and Project Overview

This request is for approval of a Major Amendment to a 14.3-acre portion of the Countrywide Corporate Center Planned Area Development (PAD), for the property located approximately 540 feet west of the northwest corner of Frye Road and Ellis Street, otherwise commonly known as Maricopa County Assessor's Parcel Number (APN) 303-63-309A (the "Property") (**See Tab A, Aerial Map**). As background, the Countrywide Corporate Center PAD was approved in 2005 with a subsequent Preliminary Development Plan approved in 2006 which contemplated development of the overall Countrywide Corporate Center PAD area as an office campus including three (3) office buildings, totaling approximately 549,000 square feet, and a 660,000 square foot five-level parking garage to support the office campus. See **Tab B, Approved Conceptual PDP Site Plan**. An accessory building housing mechanical infrastructure was also part of the approval. While the Property was approved for considerable intensity, it was only partially developed in 2008 with a 184,228 square foot Class-B office building and a 15,081 square foot flex/facility building, in accordance with the approved PAD. See **Tab C, Existing / As-Built Site Plan**. To date, no other parts of the PAD have developed as approved.

Today, the Property is underutilized compared to the entitlement that exists for it, with approximately 123,808 square feet of overall building area unoccupied. The remainder of the existing office building is currently used as a CVS call center. However, given the locational attributes of the Property, there is an opportunity to add new uses to the Property and further activate it with quality uses which feature meaningful employment opportunities. Specifically, the Property is proximate to the regional hospital, and there is a growing demand for medical office uses in this area of Chandler, yet there is an inadequate supply of existing flex spaces that can accommodate medical uses over 6,000 square feet. Fortunately, with tenant and other minor improvements, the Property can accommodate increased demand for medical uses, while maintaining the overall intent of the established entitlement. In order to provide a framework for an adaptive re-use of the Property as a high-quality medical office development (the "Project"), this PAD amendment is requested.

As detailed herein, the intent of this major PAD amendment is to simply add medical office and specialty medical uses as permitted uses within the PAD. This PAD amendment also addresses parking requirements for the Project. The original development standards and design criteria will remain per the existing entitlement in order to ensure continuity for the Property.

B. Relationship to Adjacent Properties

The area surrounding the Property consists of I-1 and PAD zoned uses. To the north of the Property is land used for surface parking, which is subject to the Countrywide Corporate Center PAD. To the east is land zoned PAD for data center uses. To the south, beyond Frye Road, are office uses zoned PAD. To the west is the Air Products industrial facility zoned PAD; and, industrial park zoned I-1.

[Left intentionally blank]

C. General Plan and Zoning

The City of Chandler General Plan Future Land Use Map designates the Property as Employment and being within a Medical/Regional Retail Growth Area. The “Employment” designation is intended to accommodate major employers, knowledge-based employers, industrial/business parks, and industrial support uses. The “Medical/Regional Retail Growth Area” is intended as a “major mode for regional retail and medical services, drawing customers from a large market area” (General Plan Pg. 33). The General Plan provides that a “dynamic mix of land uses may be appropriate in the growth area (e.g. medical office, nursing home, retail, hospitality, business parks, large office development, and a variety of residential densities) so long as they promote and protect the area vision as a major medical center in a campus-like setting with supporting uses” (General Plan, pg. 33). The desired medical office land use conforms to the General Plan vision for the Property, thus furthering the City’s vision for this growth corridor.

The existing zoning for the Property is Planned Area Development for office and I-1 uses. This request is limited to establishing permitted use and development criteria for a medical office use at the Property. All other approved regulations of Case Nos. DVR05-0042 and PDP06-0026 will remain in effect. Considering the approved intensity for the site today, it is anticipated that an administrative design review application may be pursued for modifications to the approved master site design and architecture – should any expansion or modification of the approved PDP be desired. If there are significant departures from the approved PDP, as determined by the Planning Administrator, then a more detailed preliminary development plan may be required.

D. Permitted Uses

Office uses including professional, business, administrative, executive and any other offices, including general medical office and specialty medical uses. General medical office uses may include but are not limited to health care clinics, urgent care, primary care provider offices, dental offices and optometrist offices, and similar uses. Specialty medical uses, which are generally classified as out-patient facilities, may include out-patient medical office uses, medical specialist offices, surgery centers, rehab services such as occupational therapy, physical therapy and speech therapy, psychologist and/or psychiatrist offices, plastic surgery, and other similar uses. All uses allowed by right within the I-1 zoning district, including compounding pharmacy, as indicated by an “X” on the Table of Permitted Uses for Non-Residential Districts in Chapter 35, Article 21 of the Chandler Zoning Code.

Uses Permitted by Use Permit

All uses allowed with a use permit within the I-1 zoning district, as indicated by a “UP” on the Table of Permitted Uses for Non-Residential Districts in Chapter 35, Article 21 of the Chandler Zoning Code.

II. Preliminary Development Plan

The Countrywide Frye Road PDP (Case No. PDP06-0026) established the site and building standards for development of the Property, as detailed below.

A. Development Standards

1. Height regulations:

No building shall exceed forty-five (45) feet in height at a thirty-foot front building setback line, except a building may exceed such height provided that at no point it projects above a line sloping inward and upward at a forty-five-degree angle at the required height and setback line (up to a maximum of 45').

2. Front yard:

Buildings shall be set back at least fifty (50) feet from the right-of-way line along arterial streets and at least thirty (30) feet from the right-of-way line along all other streets.

3. Side yard:

A minimum side yard of twelve (12) feet shall be required on one (1) side of any lot or parcel not having rear or alley access. On multi-building projects with on-site drives suitable for fire lanes, the required side yard setbacks may be waived upon approval of the site development plan by the Planning Director and the Fire Chief. In all instances, a minimum fifty-foot side yard setback shall be required for industrial development when abutting residentially zoned property.

4. Rear yard:

Fifty (50) feet when abutting or adjacent to residential zoned property. No rear yard is required where solid masonry building wall and/or six-foot solid masonry wall is constructed along the rear property line and provided also no access or servicing is permitted to the rear of the property. A rear yard of twenty-five (25) feet is required in all other instances.

5. Intensity of lot use:

No building(s) shall occupy more than fifty-five (55) percent of the lot area.

B. Site Layout and Design

The Property is currently developed with a 184,228 square foot office building and 15,081 square foot flex/facility building, consistent with the approved PDP site plan enclosed at **Tab B**. Original approved project building renderings and a photo of the existing development is included at **Tab D**. The applicant envisions retaining the existing buildings in-place and transitioning the Property to allow medical office and specialty medical uses within the existing primary office structure. In addition, the applicant envisions converting a 2,300 square foot portion of the flex/facility building with a compounding pharmacy use that will support on-site and user networks. The compounding pharmacy will not be closed to the general

public. This adaptive reuse of existing buildings presents a meaningful opportunity to bring employment uses to the Property, including high-paying medical jobs, while providing necessary medical services within this area of Chandler.

The most recent approved PDP site plan identifies three nearly identical three-story structures, each totaling approximately 180,000 square feet of office space. A five-level parking structure was also contemplated to provide parking for approximately 1,990 vehicles. The total area of each floor plate for the parking structure was planned to be approximately 130,000 square feet for a total of 660,000 square feet. The parking structure was designed to be architecturally integrated with the larger site. It should be noted that, although future expansion is contemplated, there are no current modifications to the approved PDP plans proposed. Any future improvements that substantially conform to the approved PDP may be reviewed via an administrative design review application.

The approved PDP envisioned development of four buildings located around a central courtyard which includes various pockets of uncovered surface parking. All of the proposed structures were planned to allow convenient visual and physical access to outdoor landscaped spaces for recreation, relaxation and relief from the "everyday grind". All buildings were designed with a deep landscape setting that was designed to become an extension of the open space system as an integral component for achieving a campus feel. That said, the overall PAD area has been divided and sold to various ownership groups, which has reduced the PAD's land area to two (2) developable parcels, one of which is the subject of this request. This has effectively resulted in a smaller developable area than the PAD and subsequent PDP contemplated, and limits the ability of the Property to develop as the envisioned campus. Accordingly, the extent of open space areas may be reduced to be commensurate with the overall site area, and existing and any new structures.

The main access to the Property is via a tree-lined and signalized drive at the intersection of Frye Road where Benson Lane terminates to the south. At the main access drive, alternative pavement is provided at the project entry and further into the site to provide a sense of arrival into the project. Secondary access is provided at the southwest corner of the Property via Frye Road.

C. Architectural Design and Theme

The existing structures have been built with decorative concrete tilt panels. Glazed openings are provided with tinted glazing for both aesthetics and solar control. Building massing is reduced with the use of decorative score lines and accent color bands. The existing architectural style, themes, materials, colors and character of the project is consistent with the Bank of America campus to the north. See **Tab F** for the approved elevations and floor plans. Any future development will conform to the existing design theme for the Property.

Existing improvements to the site include a flex/facility building which provides all of the mechanical and electrical systems necessary to support the remaining Property. The massing and the impact of the front elevation of that building is reduced by stepping both the facades and building footprints and the

heights of the parapets. The building features aspects of the office building materials and colors with some additional visual interest.

D. Landscaping

The existing Project frontage features complementary earth mounding and existing mature landscaping with double rows of trees along portions of the street frontage. Additional landscaping will be installed along the street frontage, consistent with the intent of the approved landscape plan, where feasible. Where utility or other conflicts exist, the applicant will work with the City to determine locations for replanting. The main entry access via Frye Road is lined with date palms and mature palo verde trees. Indigenous plant materials expressive of the Sonoran Desert environment are provided throughout the Property to articulate spaces, create pedestrian friendly enclaves and to help in solar control and shading. Some open space areas have been dedicated for on-site retention.

Additional consideration has been given to the screening of all mechanical and electrical equipment either with decorative masonry screen walls or in the case of the roof top equipment some type of a decorative metal screening may be utilized. A copy of the approved landscaping plan is included at **Tab E**.

E. Parking

The Property currently features 1,105 surface parking spaces, including 1,081 regular parking spaces and 24 ADA stalls. As a 184,228 square foot office development, the Property is over-parked today for current uses. As described herein, the applicant seeks to transition the existing development to a medical office and specialty medical use. In addition, the flex/facility building at the northwest corner of the site is anticipated to be partially converted to accommodate a 2,300 square foot compounding pharmacy including a 250 square foot accessory office space. Enclosed at **Tab G** is the existing floor plan for this building; minor modifications are anticipated to convert Areas B33 and B34 as described herein. The balance of the flex/facility building will remain as dedicated area for mechanical and electrical functions for the project.

The City of Chandler's zoning code requires 1 parking space per 150 square feet of building area for medical office uses. If the Project was parked at this ratio, it would be under-parked per the Zoning Code requirements. However, pursuant to Zoning Code Section 35-1808, the applicant will install a passenger loading zone at the front of the existing office building to meet the demand for passenger drop-off and pick-up areas generated by ride sharing and/or autonomous vehicles, which in turn provides a mechanism for relief from the Zoning Code's parking requirements. Specifically, one (1) passenger loading zone will be provided, which qualifies the Project for a ten percent reduction parking reduction, which equates to 1,106 required parking spaces for the primary building. Refer to **Exhibit H** which depicts the proposed passenger loading area. An additional three (3) parking spaces is required by the Zoning Code to support the 2,300 square foot compounding pharmacy including a 250 square foot accessory office, for an overall total of 1,109 required parking spaces. Given that the existing site contains, 1,105 parking spaces, this PAD requests a minor four (4) space deviation. It should be noted that this formula is based entirely on general medical office parking standards even though the majority of the development will be specialty medical uses.

That said, a parking analysis has been provided (**Tab I**) to support a reduction in parking for the envisioned Project based upon two (2) methodologies: (i) a parking ratio comparison for medical office uses across the Phoenix Metropolitan Area; and, (ii) the ITE Parking Generation Manual, 6th Edition, published by the Institute of Transportation Engineers (ITE).

(i) Parking Ratio Comparison

The parking ratio comparison provided in the performed parking analysis demonstrates that five out of six other local jurisdictions have parking ratios at a rate of 1 space per 200 square feet or greater for medical office uses. With this standard Valley ratio, the site would support parking needs for medical office uses, as proposed, based on the requirements of comparable local jurisdictional requirements. Using a ratio of 1 space per 200 square feet equates to 924 required parking spaces.

(ii) ITE Parking Generation Manual

The parking analysis confirms that the ITE Parking Generation Manual supports a reduction of parking based upon observed parking demand of similar medical office developments. Specifically, according to the ITE Parking Generation Manual, medical office uses of a similar scale have observed demand levels in the 85th percentile. This means that 85% of similarly sized medical office developments would require 796 or fewer spaces during their peak occupancy. The 85th percentile is used in parking facilities to accommodate most users without excessive overbuilding.

Based on the findings from the parking analysis, the table below presents the forecasted parking demand for the proposed development by various methodologies.

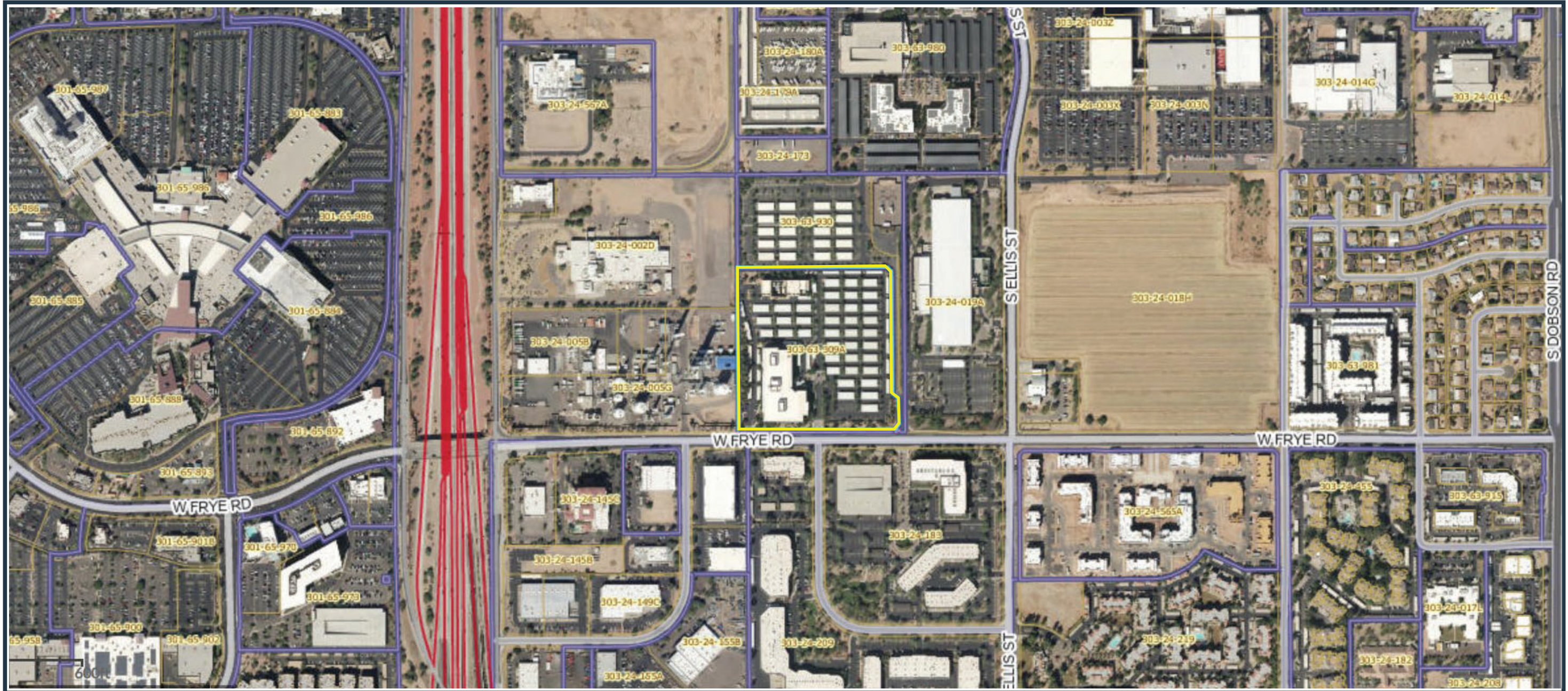
Parking Demand for the Medical Office

Source	Parking Stall Requirements
City of Chandler	1,231
Comparable Cities	924
ITE Parking Generation (85 th Percentile)	796

In addition, a parking contingency plan is provided at **Tab J**, which illustrates how an additional seven (7) parking spaces could be created on-site by converting motorcycle parking spaces to standard auto spaces; and, by converting five (5) existing landscape islands at the northeast corner of the site to parking spaces. Should these spaces be converted, a deviation from the parking lot landscape island requirements of the Zoning Code is requested. This deviation, if necessary, is limited to the five (5) landscape islands as depicted at **Tab J**. This deviation is considerable due to the surplus of on-site landscaping, particularly within the northeast area of the site, and presence of existing shade structures which provide shade relief within this area of the site. To summarize, using comparable local and national parking data, the above table shows that the available supply of 1,105 existing parking stalls is sufficient to meet the needs of the proposed medical office with 2,300 square feet of compounding pharmacy and a 250 square foot accessory office within the facility/flex building. Using the same industry standard parking ratio of 1 stall per 200 square feet of medical office, an expansion of uses could be supported on-site. Ultimately, any future use of the site for medical office or specialty medical uses beyond that described herein may be considered administratively, so long as there is a parking solution that addresses parking demand, as reviewed and approved by the Planning Administrator.

III. Summary

The proposed major PAD amendment provides a framework for re-use of existing structures, as well as expansion of the Property for medical office uses, which are anticipated to bring forward quality and high-paying employment opportunities, and provide needed medical services to area residents. This proposed PAD amendment conforms to the City's established policy goals and will be a compatible and complementary land use for the area.



Site Aerial Map



WITHEY
MORRIS
BAUGH

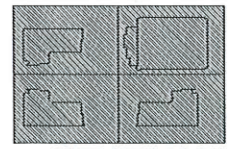
<https://www.wmbattorneys.com/>



TAB B

PDP APPROVED SITE PLAN

FILE NAME: C:\O SFT PLAN.DWG PLOTTED: 7/5/2006 11:38 AM BY: WJC CLARK

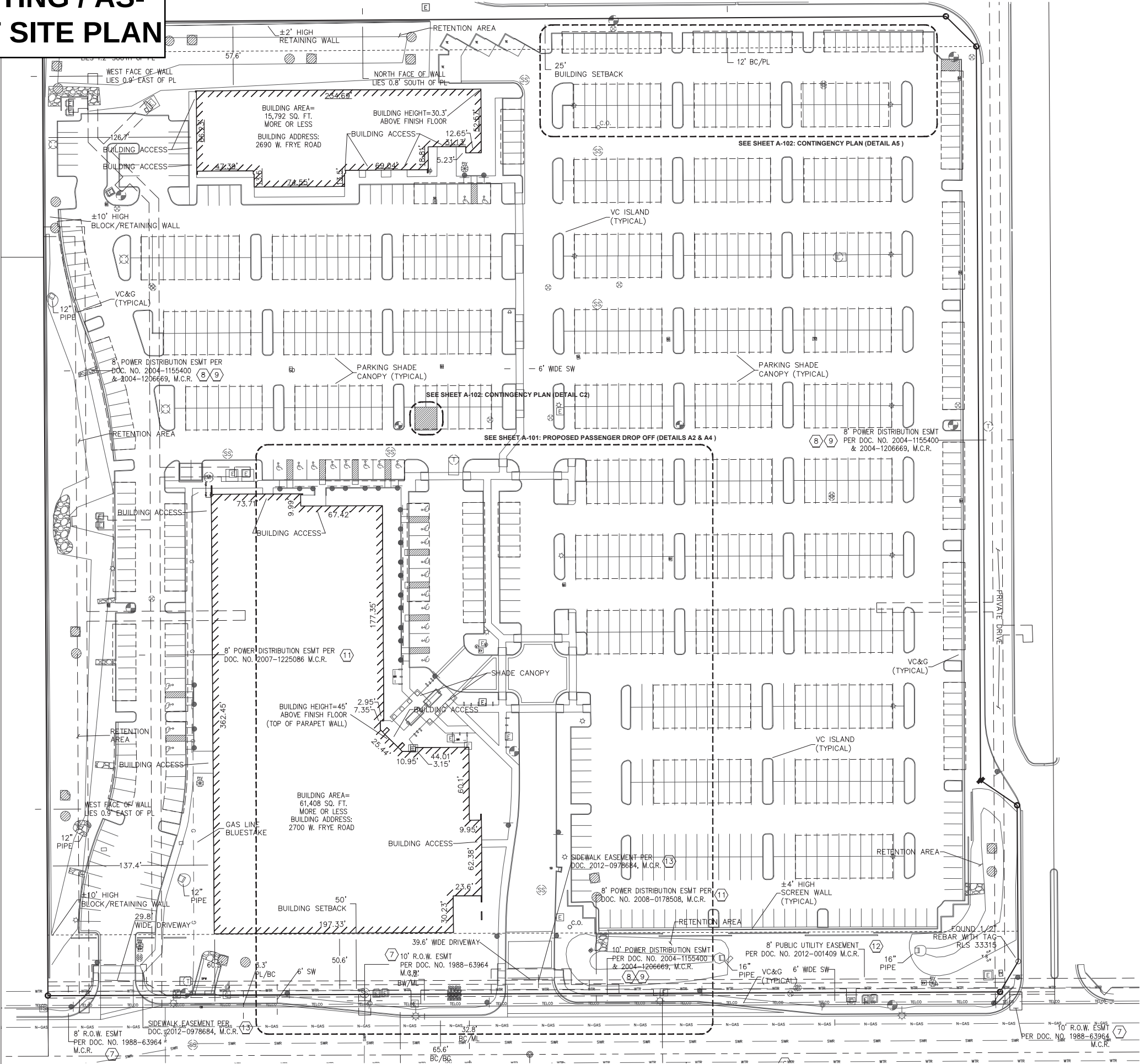


BUILDING CODES
2003 INTERNATIONAL BUILDING CODE
2003 INTERNATIONAL MECHANICAL CODE
2003 INTERNATIONAL PLUMBING CODE
2002 NATIONAL ELECTRIC CODE
2003 INTERNATIONAL FIRE CODE
ARIZONA'S NTH DISABILITIES ACT (AZDA) ARS-41-1491.37

TAB C

EXISTING / AS-BUILT SITE PLAN

EXISTING / AS-BUILT SITE PLAN



SITE DATA:

SITE LOCATION:	WEST OF THE NWC FRYE RD & ELLIS ST
APN:	303-63-309a
ZONING:	PAD
PROPOSED USE:	SPECIALITY MEDICAL USES / GENERAL MEDICAL OFFICE / UNDERLYING OFFICE AND I-1 USES
TOTAL SITE AREA:	14.3167 ACRES
TOTAL BUILDING AREA:	184,228 SF (MAIN BUILDING) 15,792 SF (FLEX / FACILITY BUILDING)
EXISTING LOT COVERAGE:	32.1%
EXISTING BUILDING HEIGHT:	45'

PARKING CALCULATION:

PARKING CALCULATION	
REQUIRED:	
--	MEDICAL OFFICE:
--	1 SPACE/150 SQFT = 184,228 SQFT/150 SQFT = 1,228.187 SPACES
--	COMPOUND PHARMACY/MANUFACTURING:
--	1 SPACE/1,000 SQFT = 2,050 SQFT/1,000 SQFT = 2.05 SPACES
--	OFFICE:
--	1 SPACE/250 SQFT = 250 SQFT/250 SQFT = 1 SPACE
TOTAL REQUIRED: 1,231.237 = 1,232 SPACES REQUIRED	
TOTAL REQUIRED WITH 10% REDUCTION: 1,109 SPACES REQUIRED	
PROVIDED: 1,105**	
THE NUMBER OF REQUIRED PARKING SPACES THROUGH THE ADDITION OF ONE (1)	
**SEE SHEET A-102 FOR A PARKING CONTINGENCY PLAN THAT WOULD ALLOW THE SITE TO BE PARKED TO CODE BY PROVIDING 5 ADDITIONAL PARKING SPACES ON THE NORTHEAST SIDE OF THE PARKING LOT AND RECLAIMING 2 MOTORCYCLE PARKING SPACES.	

CITY APPROVAL STAMP



CLIENT & PROJECT
ViaWest Group
Chandler Integrative
Care Campus
2700 W Frye
Chandler, Arizona
Alex Hondros
ahondros@viawestgroup.com tel: 602.957.8300
Ext 130

DESIGNER
Ajanta Design
99 East Virginia Ave, Suite 225
Phoenix, Arizona 85004
Brian Braganza, AIA tel: 480.305.1453
brian.braganza@ajantadesign.com

REGISTRATION



REVISIONS

-	-	-
-	-	-
-	-	-
-	-	-
MARK	DATE	DESCRIPTION

PROJECT NUMBER
179.2700

SHEET IDENTIFICATION

EXISTING SITE PLAN

A-100

Last saved by: BRAGANZA/20250321, Last Potted: 2025-03-21
Filename: C:\USERS\BRAGANZA\AJANTA\DESIGN\DRIVE - AJANTA\DESIGN\DOCUMENTS\TEMP 202321\REVISED 250319.DWG

A5 EXISTING SITE PLAN

SCALE: 1" = 40'-0"

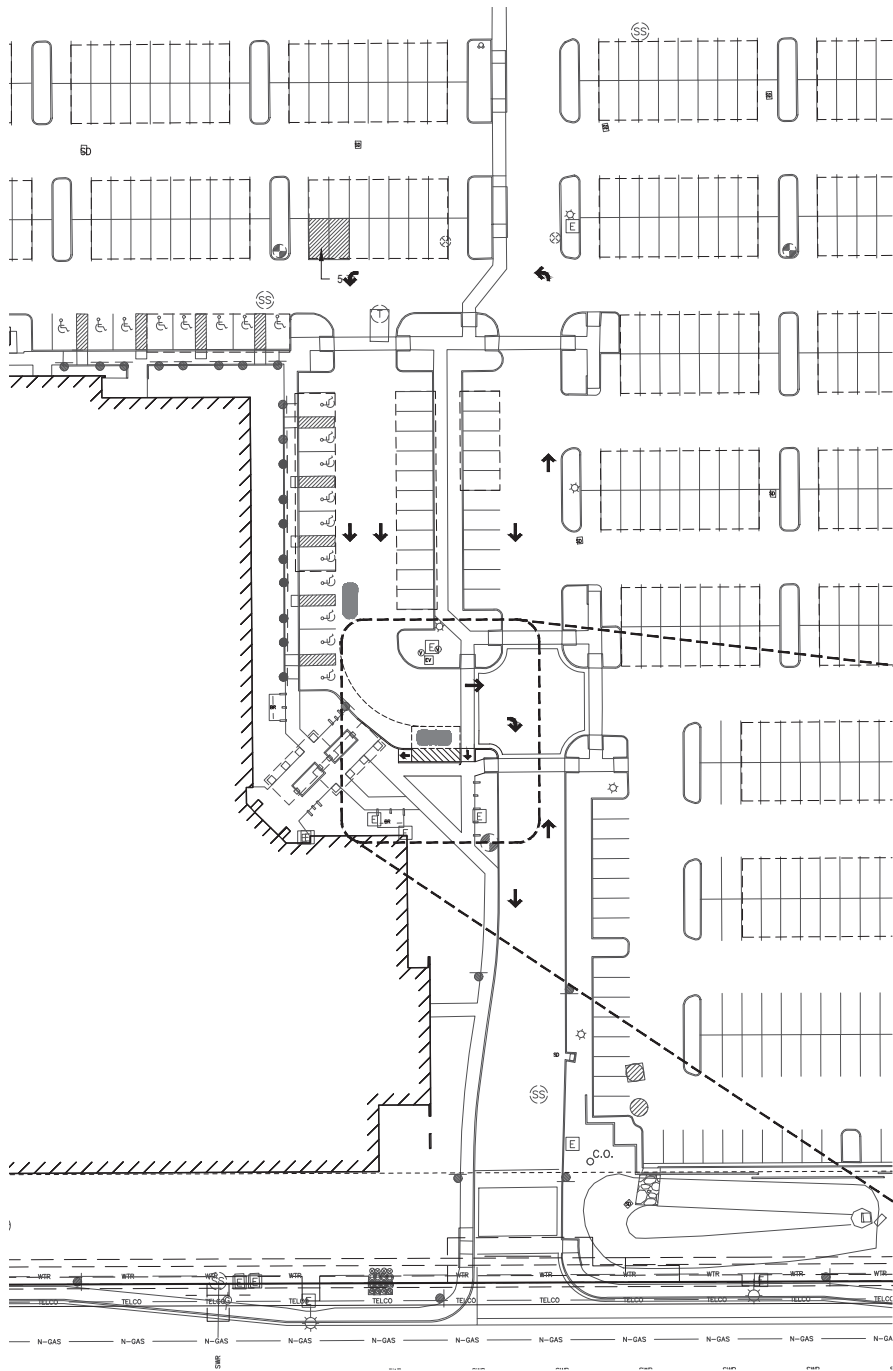
CLIENT & PROJECT

ViaWest Group
Chandler Integrative
Care Campus

2700 W Frye
Chandler, Arizona
Alex Hondros
ahondros@viawestgroup.com tel: 602.957.8300
Ext 130

DESIGNER

Ajanta Design
99 East Virginia Ave, Suite 225
Phoenix, Arizona 85004
Brian Braganza, AIA tel: 480.305.1453
brian.braganza@ajantadesign.com



KEY NOTES:

1. NEW 6" CONCRETE CURB.
2. 6' x 22" PASSENGER LOADING AREA.
3. NEW CONCRETE SIDEWALK.
4. NEW PEDESTRIAN RAMP.
5. HATCHED AREA IS CURRENT MOTORCYCLE PARKING.

CITY APPROVAL STAMP

REGISTRATION



REVISIONS

-	-	-
-	-	-
-	-	-
-	-	-
MARK	DATE	DESCRIPTION

PROJECT NUMBER

179.2700

SHEET IDENTIFICATION

SITE PLAN & EXHIBIT

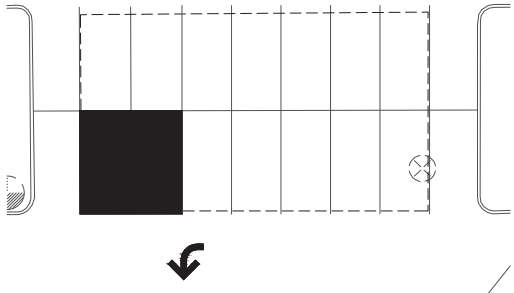
CLIENT & PROJECT

ViaWest Group
Chandler Integrative
Care Campus

2700 W Frye
Chandler, Arizona
Alex Hondros
ahondros@viawestgroup.com tel: 602.957.8300
Ext 130

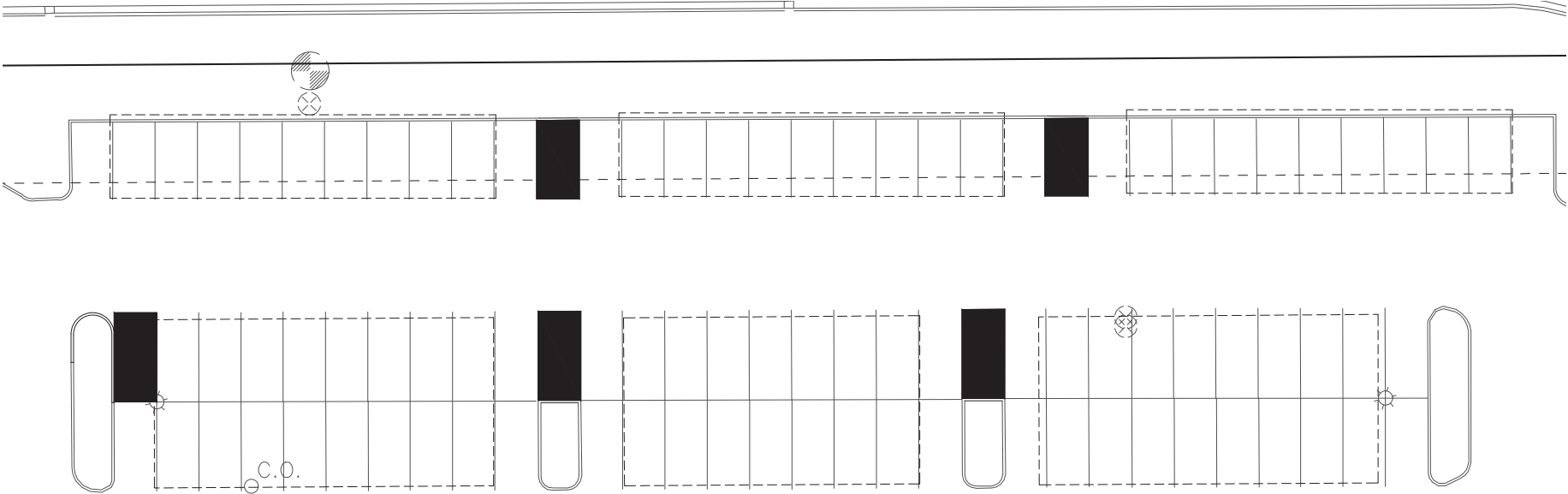
DESIGNER

Ajanta Design
99 East Virginia Ave, Suite 225
Phoenix, Arizona 85004
Brian Braganza, AIA tel: 480.305.1453
brian.braganza@ajantadesign.com



C2 | CONTINGENCY PARKING

SCALE: 1/16" = 1'-0"



A5 | CONTINGENCY PARKING

SCALE: 1/16" = 1'-0"

LEGEND:

 = ADDITIONAL PARKING SPACES TO BE PICKED UP.

CITY APPROVAL STAMP

REGISTRATION



REVISIONS

-	-	-
-	-	-
-	-	-
-	-	-
MARK	DATE	DESCRIPTION

PROJECT NUMBER

179.2700

SHEET IDENTIFICATION

CONTINGENCY PARKING

A-102







FRYE ROAD ENTRY LOOKING NORTHEAST



8340 North 16th Street, Suite 101
Phoenix, Arizona 85018
Telephone: (602) 278-4375
Fax: (602) 278-0110
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FRYE ROAD CAMPUS
PDP APPLICATION



NO.	REVISIONS	DATE

PROJECT NO.: 0000
DATE: 08/04/00
DESIGNED BY: [Signature]
DRAWN BY: [Signature]
APPROVED BY: [Signature]
SHEET TITLE:

SHEET NO.:



VIEW FROM FRYE ROAD LOOKING NORTHWEST



2540 North 18th Street, Suite 101
Phoenix, Arizona 85015
Telephone: (602) 279-4373
Fax: (602) 279-4110
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PDP APPLICATION

NO.	REVISIONS	DATE

PROJECT NO.: 0001
DATE: 06/05/05
DESIGNED BY: [blank]
DRAWN BY: [blank]
APPROVED BY: [blank]
SHEET TITLE:

SHEET NO.:



VIEW FROM SITE LOOKING SOUTHWEST TO FRYE ROAD



2340 North 18th Street, Suite 101
Phoenix, Arizona 85018
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NO.	REVISIONS	DATE

PROJECT NO.: 0908
DATE: 06-05-08
DESIGNED BY: [Signature]
DRAWN BY: [Signature]
APPROVED BY: [Signature]
SHEET TITLE:

SHEET NO.:



MAIN ENTRANCE



2240 North 18th Street, Suite 101
Phoenix, Arizona 85018
Telephone: (602) 278-4373
Fax: (602) 278-4115
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PDP APPLICATION



NO.	REVISIONS	DATE

PROJECT NO.: 0006
DATE: 06-09-08
DESIGNED BY: [signature]
DRAWN BY: [signature]
APPROVED BY: [signature]
SHEET TITLE:

SHEET NO.:



CENTRAL PLANT & GARAGE LOOKING NORTHWEST



Arlington-Walton Architects
 12412 North 18th Street, Suite 101
 Phoenix, Arizona 85012
 Telephone: (602) 278-4373
 Fax: (602) 278-8110
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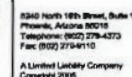
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NO.	REVISIONS	DATE

PROJECT NO.: 0906
 DATE: 08-08-08
 DESIGNED BY:
 DRAWN BY:
 APPROVED BY:
 SHEET TITLE:

SHEET NO.:



PARKING STRUCTURE LOOKING NORTH

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PDP APPLICATION

NO.	REVISIONS	
PROJECT NO.:	0808	
DATE:	06-08-08	
DRAWN BY:		
CHECKED BY:		
APPROVED BY:		
SHEET TITLE:		
TABULARY NO.:		



VIEW OF GARAGE LOOKING SOUTHWEST



5340 North 18th Street, Suite 101
Phoenix, Arizona 85018
Telephone: (602) 278-4372
Fax: (602) 278-0110
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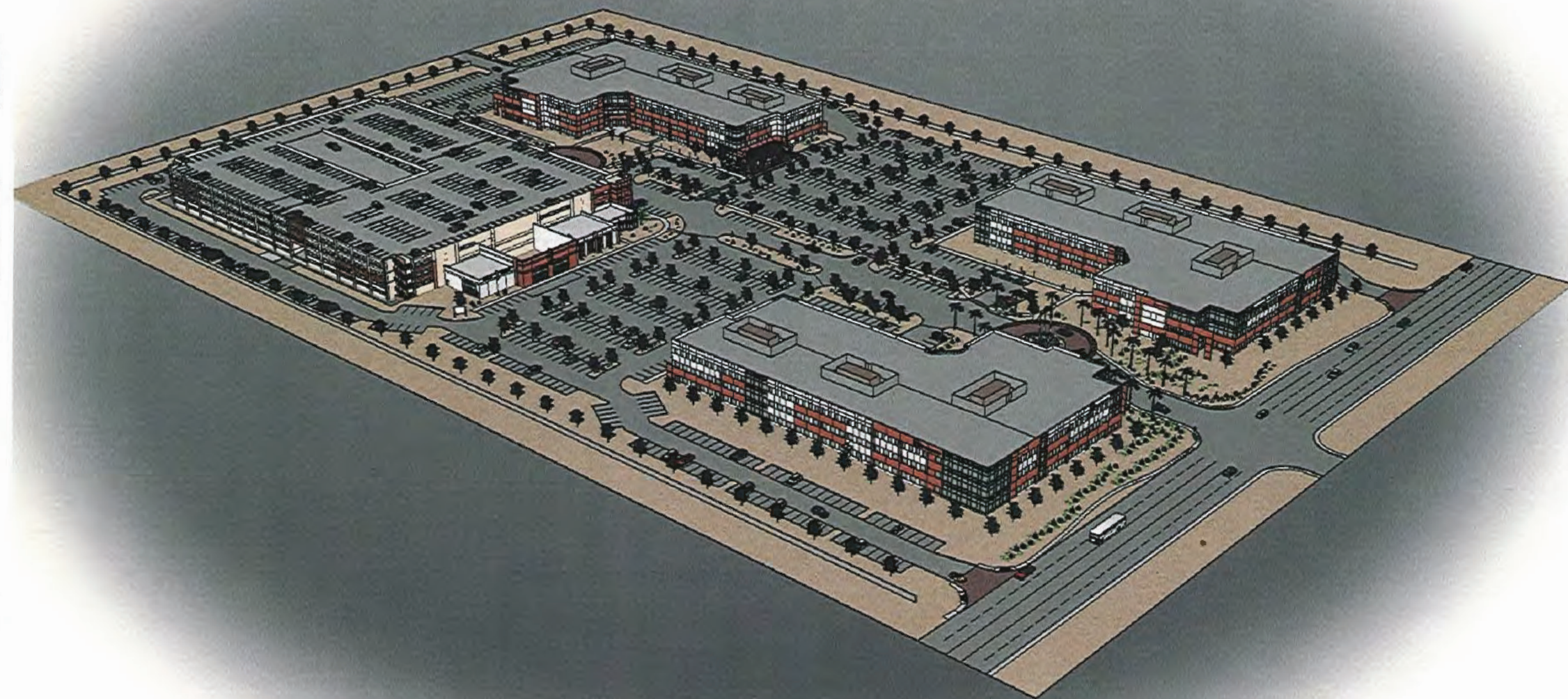
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FRYE ROAD CAMPUS
PDP APPLICATION



NO.	REVISIONS	DATE

PROJECT NO.: 0808
DATE: 06-05-08
DESIGNED BY: [Signature]
DRAWN BY: [Signature]
APPROVED BY: [Signature]
SHEET TITLE:

SHEET NO.:



BIRD'S EYE VIEW OF SITE



3240 North 15th Street, Suite 101
Phoenix, Arizona 85018
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Fax: (602) 278-4110
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PDP APPLICATION



NO.	REVISIONS	DATE

PROJECT NO.: 0001
DATE: 08-08-01
DESIGNED BY: [Signature]
DRAWN BY: [Signature]
APPROVED BY: [Signature]
SHEET TITLE:

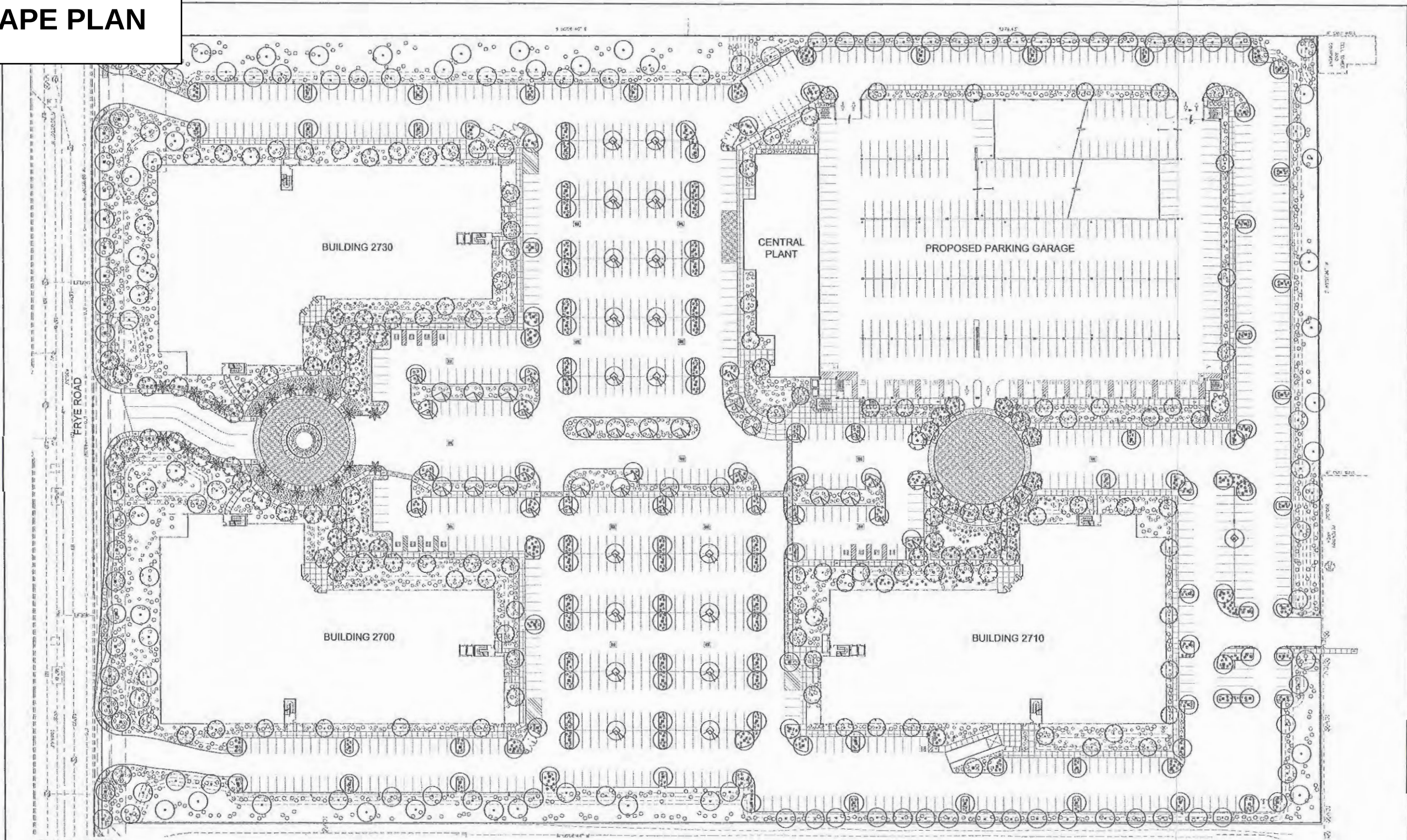
SHEET NO.:



TAB E

PDP APPROVED LANDSCAPE PLAN

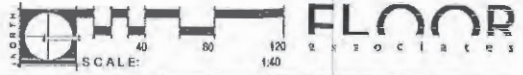
PDP APPROVED
LANDSCAPE PLAN



PLANT LEGEND

SYM.	BOTANICAL NAME COMMON NAME	SIZE	MIN. HT x W x CAL.	QTY.	SYM.	BOTANICAL NAME COMMON NAME	SIZE	SYM.	BOTANICAL NAME COMMON NAME	SIZE
TREES										
●	CHILOPSIS LINEARIS "AZT DESERT AMETHYST" WILLOW	15 GAL MT	5' x 3' x 0.75"	88	●	EREMOPHILLA MACULATA VALENTINE BUSH	5 GAL	●	HESPERALOE PARVIFLORA RED YUCCA	5 GAL
●	CERCIDIVY DESERT MUSEUM "DESERT MUSEUM" PALO VERDE	24" BOX MT 48" BOX MT	7' x 4' x 1.00" 14' x 11' x 3.00"	61 4	●	LEUCOPHYLLUM LANGMANIAE "TWO BRAVO" SAGE	5 GAL	●	MUHLBERGIA CAPILLARIS REGAL NIST	1 GAL
●	DALBERGIA SISSOO SISSOO TREE	15 GAL 24" BOX	7' x 3' x 0.75" 10' x 4' x 1.25"	12 45	●	LEUCOPHYLLUM FRUTESCENS "GREEN CLOUD" SAGE	5 GAL	●	MUHLBERGIA RIGENS DEER GRASS	5 GAL
●	PHOENIX DACTYLIFERA DATE PALM	20' HT		20	●	RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL	●	GROUNDCOVERS	
●	PROSOPIS JULIFLORA NATIVE MESQUITE	15 GAL MT 24" BOX MT	5.5' x 3' x 0.50" 7' x 4' x 1.00"	70 49	●	SALVIA GREGGII AUTUMN SAGE	5 GAL	●	CONVOLVULUS CNEORUM BUSH MORNING GLORY	1 GAL
●	PROSOPIS "PHOEVUS" THORNLESS MESQUITE	15 GAL MT 24" BOX MT 36" BOX MT 48" BOX MT	5.5' x 3' x 0.50" 7' x 4' x 1.00" 10' x 8' x 2.00" 14' x 12' x 3.00"	42 30 8 4	ACCENTS					
SHRUBS					●	AGAVE AMERICAN CENTURY AGAVE	5 GAL	●	WEDELIA TRILOBATA YELLOW DOTS	1 GAL
●	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL			●	AGAVE DESMETTIANA SMOOTH EDGE AGAVE	5 GAL	TOPDRESS		
●	CALLIANDRA ERIOPHYLLA FAIRY DUSTER	5 GAL			●	HESPERALOE FUNIFERA GIANT HESPERALOE	1 GAL	1/2" MINUS DECOMPOSED GRANITE - GRANITE EXPRESS 480 354 6809 2" MIN. DEPTH IN ALL PLANTING AREAS UNLESS OTHERWISE NOTED. COLOR TBD.		
●	ENCELIA FARINOSA	1 GAL								

NOTES:
1. ALL PLANTING AREAS TO BE WATERED WITH AUTOMAT C IRRIGATION SYSTEM.
2. SIGHT DISTANCE TRIANGLES SHALL BE CLEAR OF LANDSCAPING AND OTHER VISIBILITY OBSTRUCTIONS WITH A HEIGHT GREATER THAN 2 FEET. TREES WITHIN THE TRIANGLES SHALL HAVE A CANOPY THAT BEGINS AT 7 FEET IN HEIGHT UPON INSTALLATION.
3. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS SET FORTH IN THE AMERICAN STANDARDS OF NURSERY STOCK BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND BY THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.
4. ALL LANDSCAPING INSTALLED WITH THIS PROJECT SHALL BE MAINTAINED BY CITY.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF PLANT MATERIAL QUANTITIES.



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Phoenix, Arizona 85010
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Fax: (602) 279-8110
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PRELIMINARY
NOT FOR CONSTRUCTION

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FRYE ROAD CAMPUS
PDP APPLICATION

NO.	REVISIONS	DATE

PROJECT NO.: 0000
DATE: 06.30.08
DESIGNED BY: NL
DRAWN BY: NL
APPROVED BY: KF

SHEET TITLE:
LANDSCAPE PLAN

SHEET NO.:
L-100

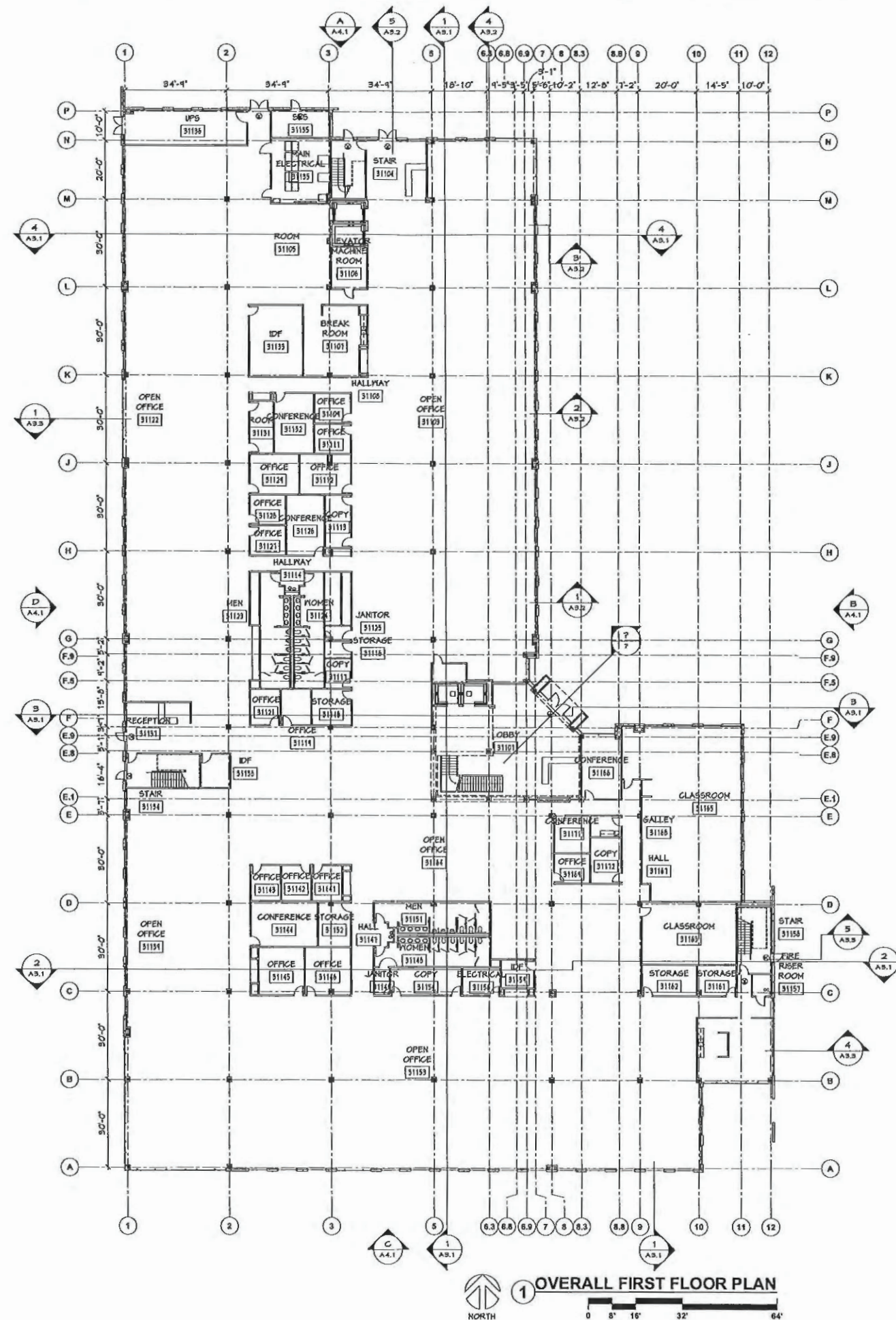
1425 N. 1st Street
Second Floor
Phoenix, AZ 85004
602.457.1425 P
602.457.1427 F
1000@redline.com

TAB F

PDP APPROVED FLOOR PLANS AND ELEVATIONS

[illegible]

A2.1



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NEW FRYE ROAD CAMPUS
2730 WEST FRYE ROAD - CHANDLER, AZ

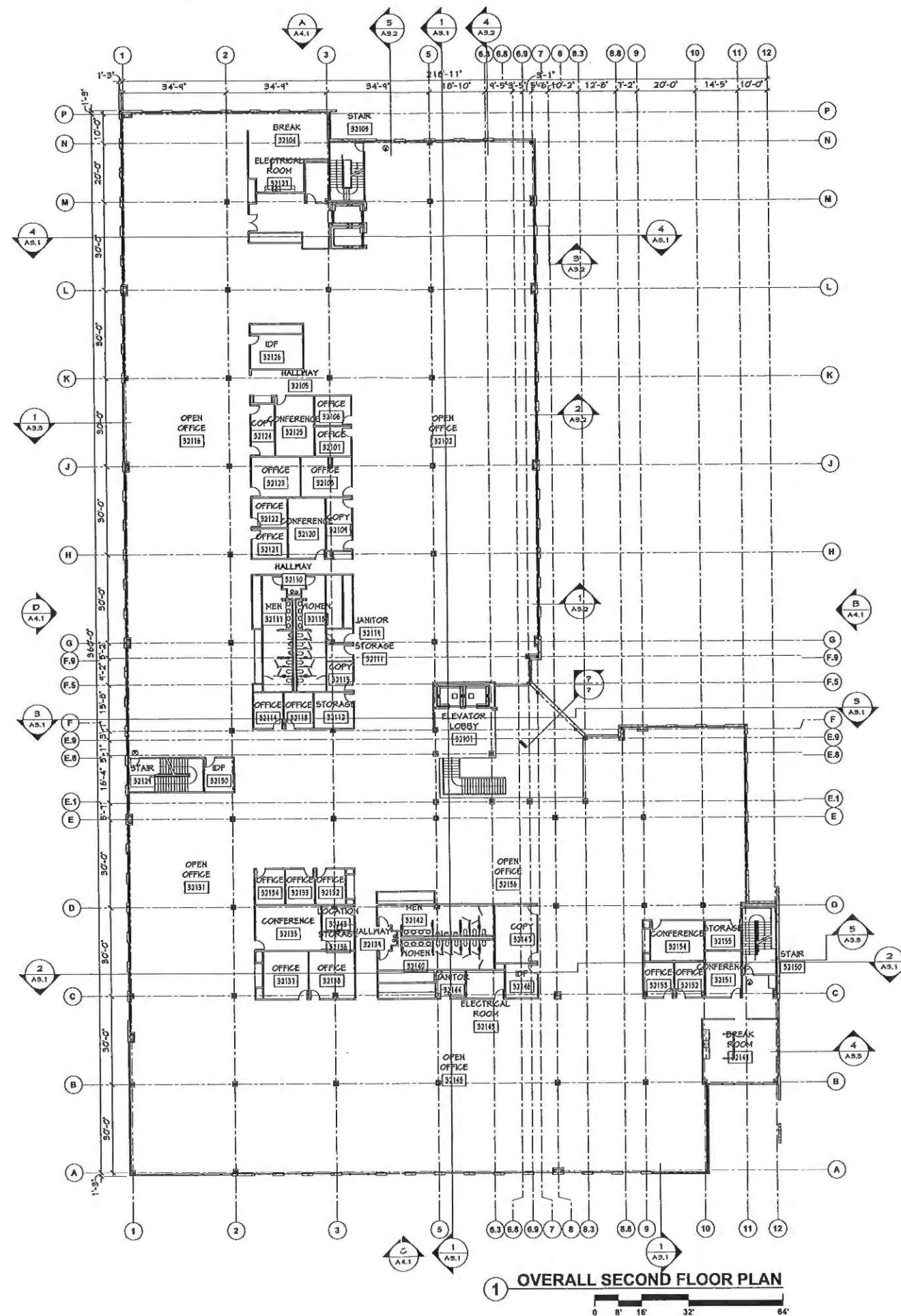


KEY PLAN

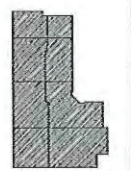
NO.	REVISIONS	DATE

PROJECT NO.: 0606
DATE: 6/11/06
DESIGNED BY: PFS
DRAWN BY: CR
APPROVED BY: MRC
SHEET TITLE:
ARCHITECTURAL
2730
OVERALL SECOND
FLOOR PLAN
SHEET NO.:

A2.2



Countrywide®
NEW FRYE ROAD CAMPUS
2730 WEST FRYE ROAD - CHANDLER, AZ



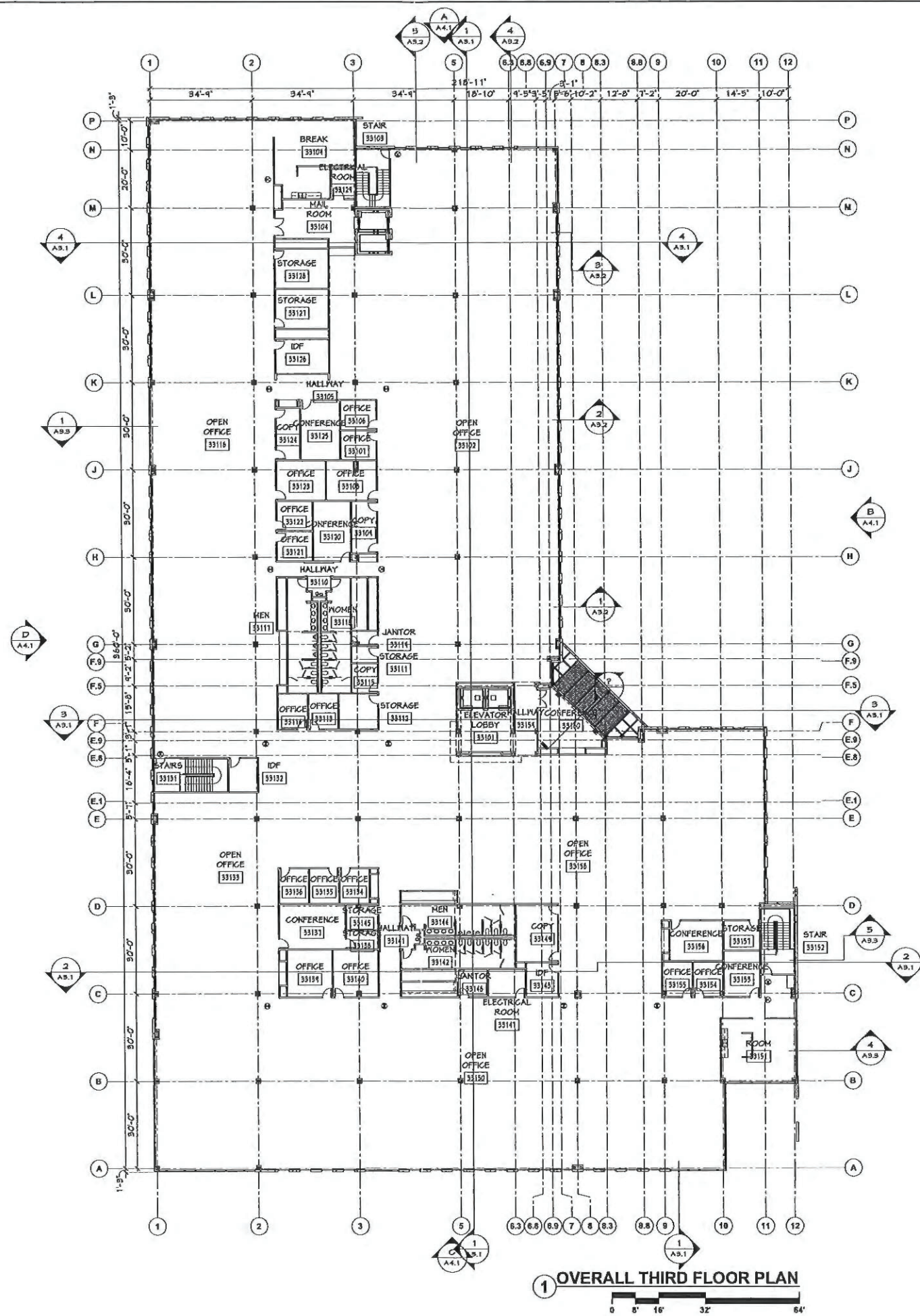
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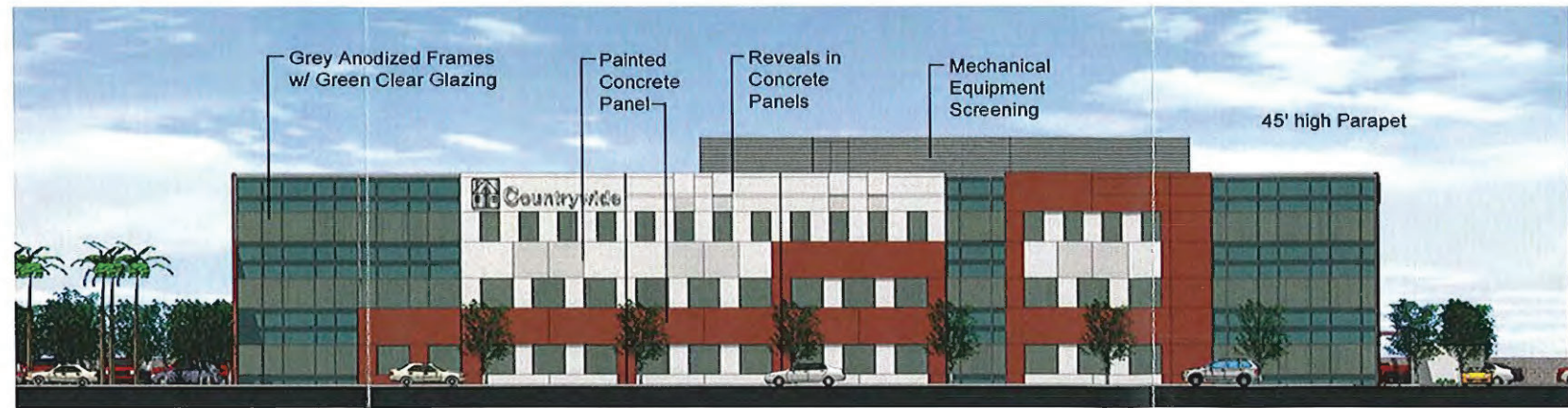
NO.	REVISIONS	DATE

PROJECT NO.: 0608
DATE: 8/1/06
DESIGNED BY: PFS
DRAWN BY: GAB
APPROVED BY: MRC
SHEET TITLE:
ARCHITECTURAL
2730
OVERALL THIRD FLOOR
PLAN

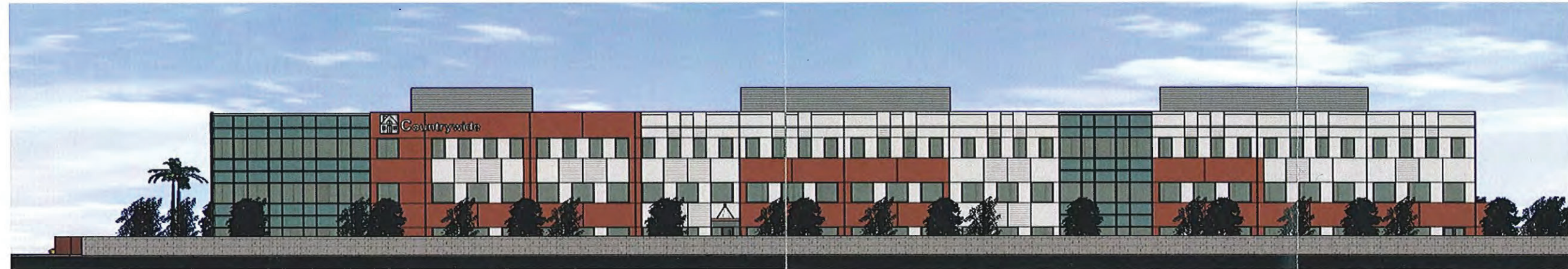
SHEET NO.:

A2.3





Front Elevation



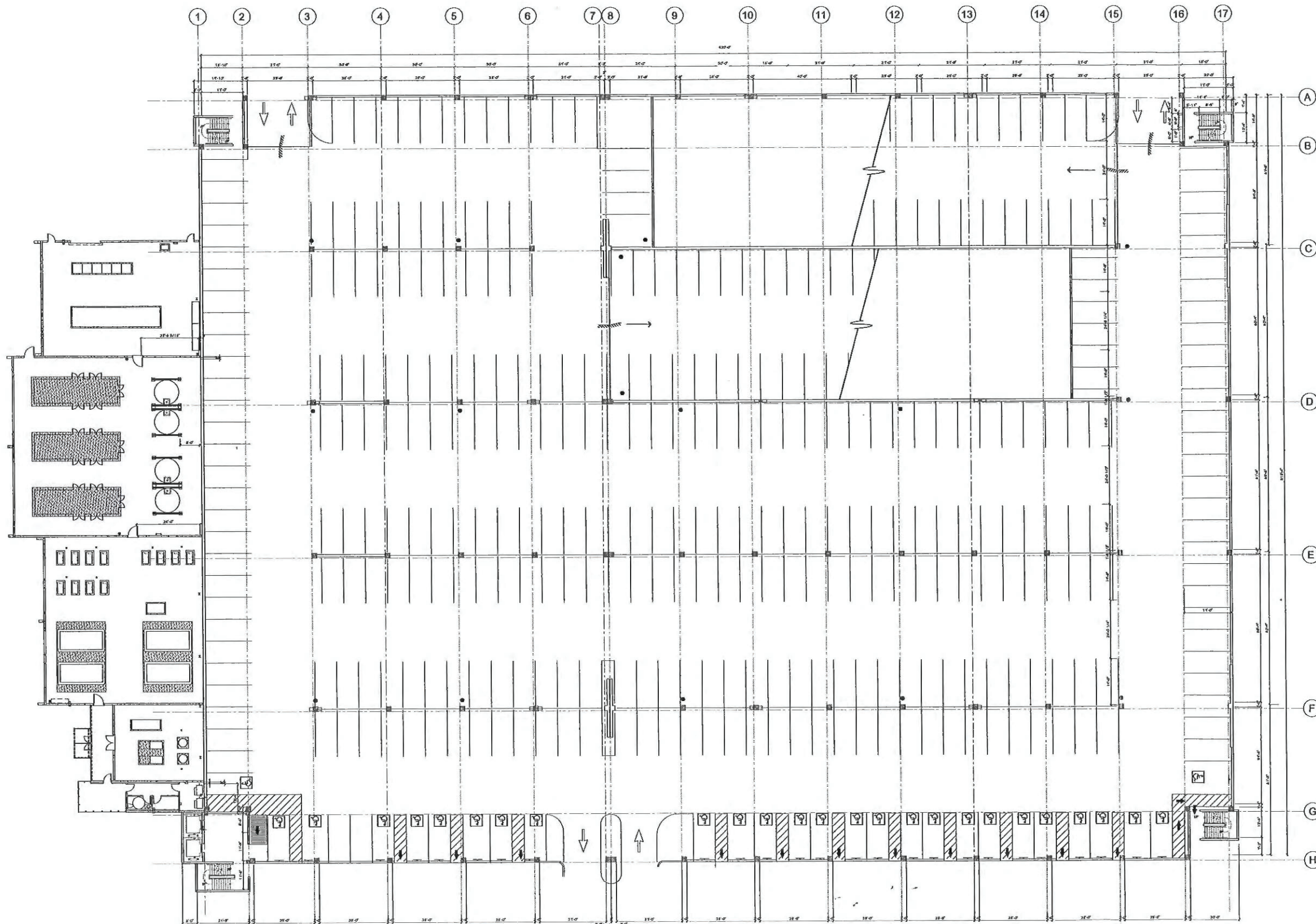
west Right Elevation



Nov 11 Rear Elevation



Left Elevation



GARAGE FIRST FLOOR PLAN
1/16"=1'-0"

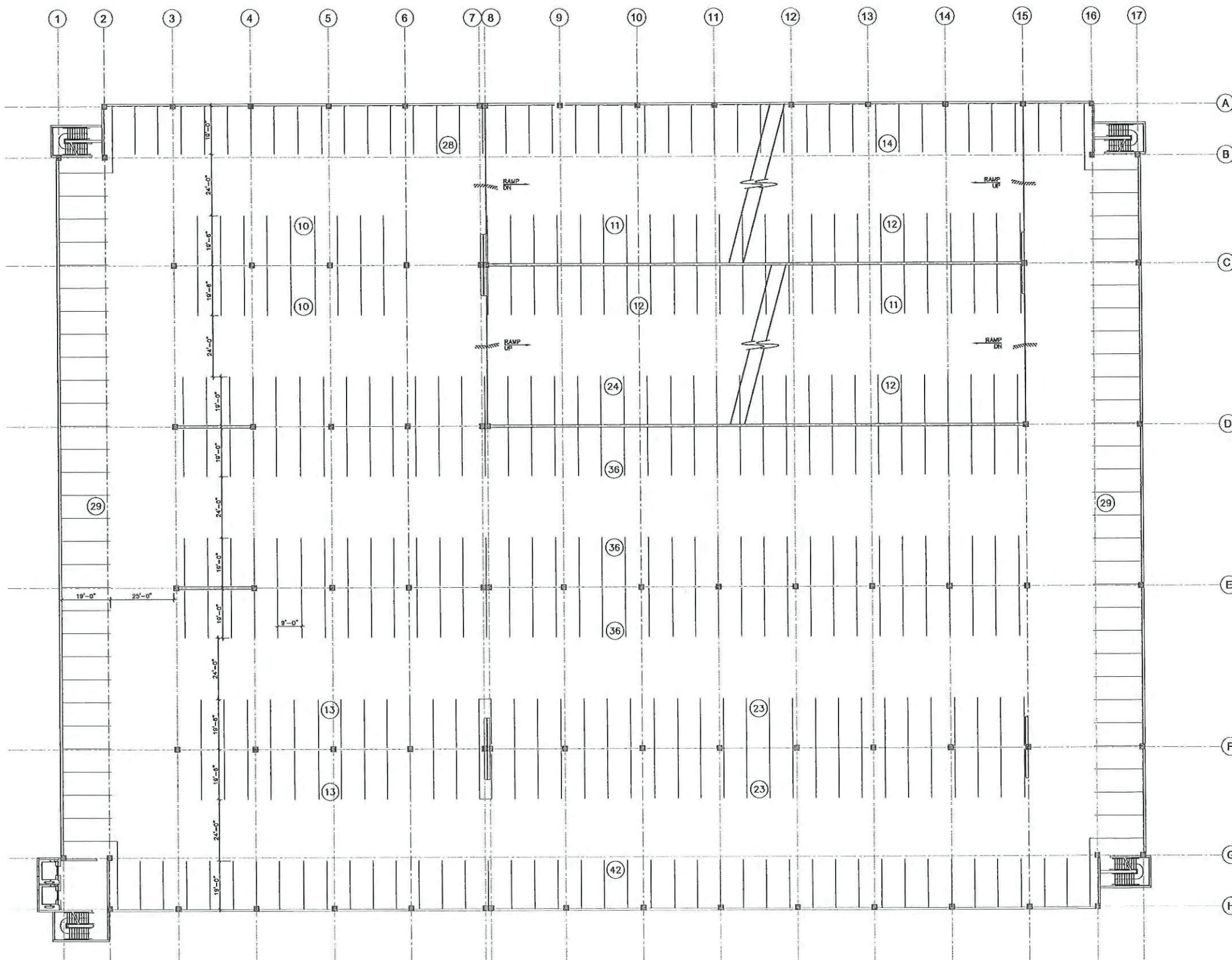
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NEW FRYE ROAD CAMPUS

NO. REVISIONS DATE

PROJECT NO.: 0606
DATE: _____
DESIGNED BY: _____
DRAWN BY: DB
APPROVED BY: _____
SHEET TITLE:

BUILDING
GARAGE - SECOND
FLOOR PLAN
SHEET NO.:

20-A2.1



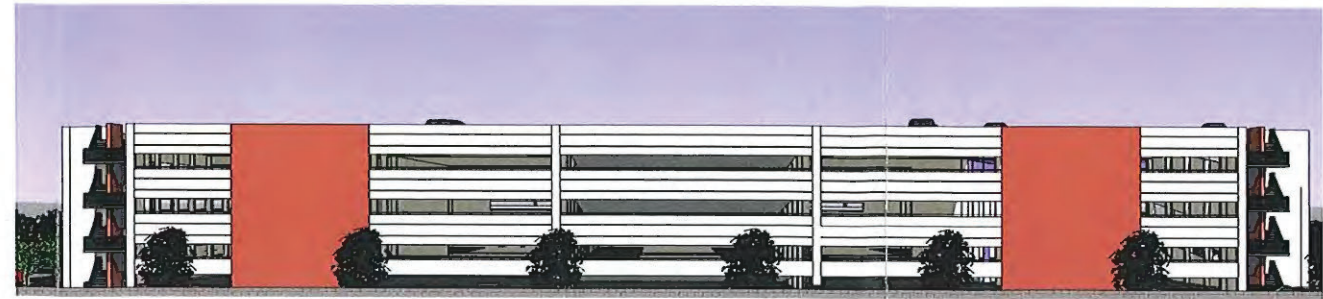
GARAGE SECOND FLOOR PLAN
1/16"=1'-0"



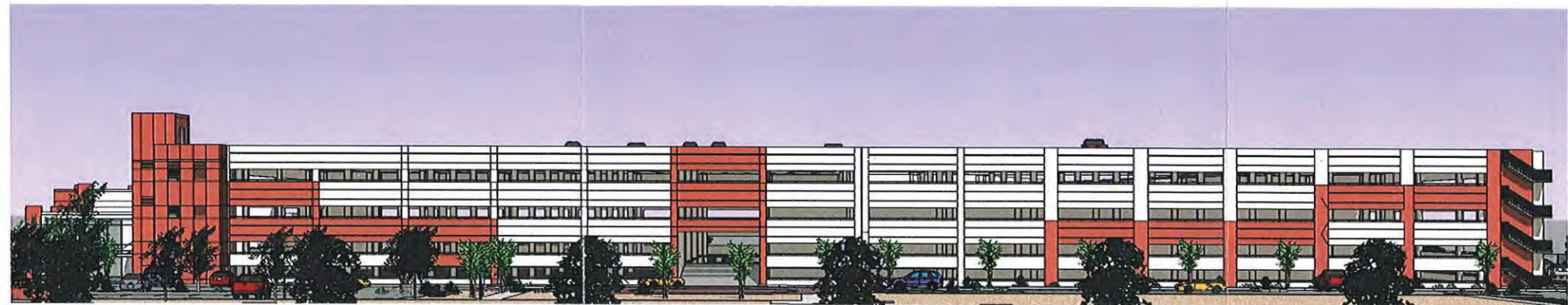
GARAGE FIFTH FLOOR PLAN
1/16"=1'-0"

NO.	REVISIONS	DATE
PROJECT NO.:	0608	
DATE:		
DESIGNED BY:		
DRAWN BY:	DB	
APPROVED BY:		
SHEET TITLE:		
#####		
BUILDING		
GARAGE - FIFTH FLOOR		
PLAN		
SHEET NO.:		

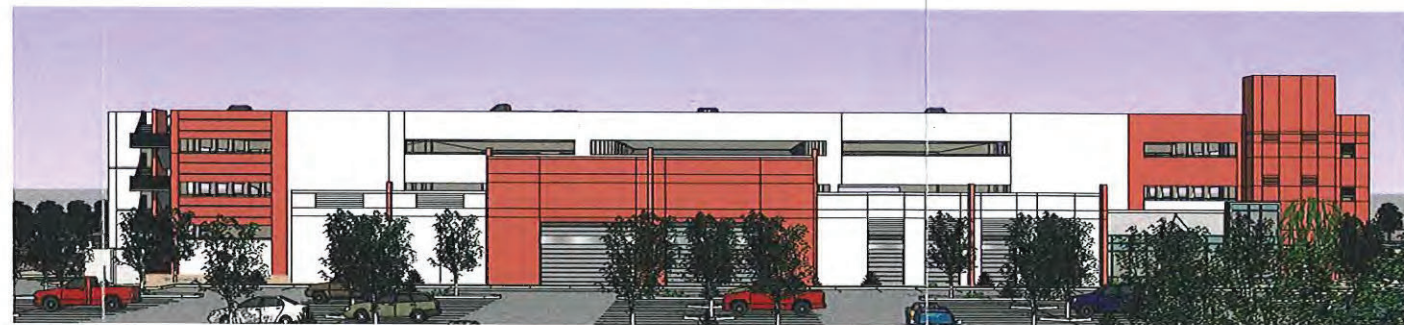
20-A2.4



North Elevation



East Elevation



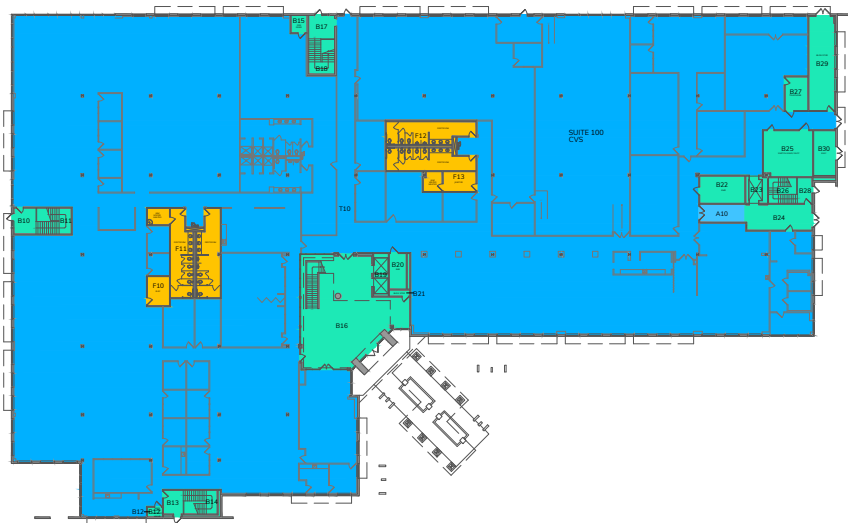
South Elevation



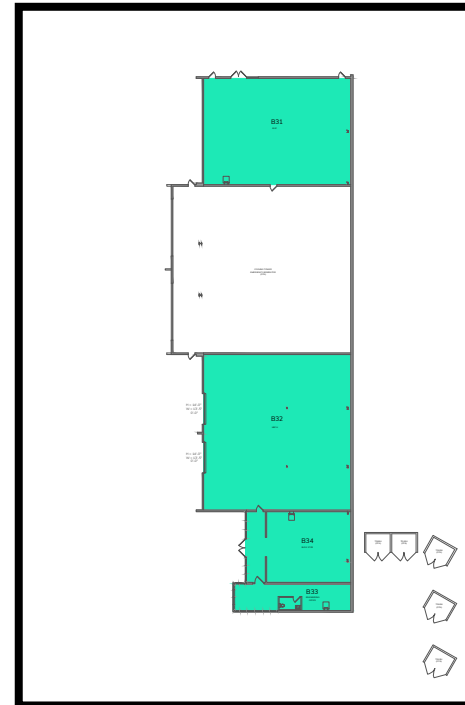
West Elevation

EXISTING FACILITY/FLEX BUILDING FLOOR PLAN

Main Building: 1st Floor



Flex/Facility Floor Plan:



Areas B33 and B34 will be reconfigured, with approval under separate cover, to convert some existing office square footage with area to support the compounding pharmacy.

BOUNDARY AREA		
E10	BOUNDARY AREA	70,412.8037
TENANT AREA		
T10	TENANT AREA	53,030.4084
TENANT ANCILLARY		
A10	EXTENDED CIRC., 100	165.3750
BUILDING SERVICE		
B10	EGRESS CORRIDOR	126.4653
B11	STAIR	192.6389
B12	WATER SHUT-OFF	33.2500
B13	EGRESS CORRIDOR	110.0938
B14	STAIR	200.0104
B15	FIRE RISER	58.3854
B16	MAIN LOBBY	1,857.6397
B17	EGRESS CORRIDOR	133.2431
B18	STAIR	206.9375
B19	ELEVATORS	142.3264
B20	ELEV. MACHINE ROOM	153.3125
B21	STORAGE	28.6493
B22	ELEV. MACHINE ROOM	259.0295
B23	ELEVATOR	127.4403
B24	ELEVATOR LOBBY	348.2639
B25	SWITCH GEAR / FACP	455.2064
B26	STAIR	154.1111
B27	TELEPHONE	162.3264
B28	EGRESS CORRIDOR	83.1389
B29	STORAGE	520.5521
B30	ELECTRICAL	225.0512
B31	ELECTRICAL	3,010.0000
B32	MECHANICAL	4,407.5000
B33	ENGINEERING OFFICE	610.9414
B34	STORAGE	1,490.7014
FLOOR SERVICE		
F10	ELECTRICAL	138.3889
F11	RESTROOMS / JANITOR	920.5556
F12	RESTROOMS	840.8611
F13	JANITOR ROOMS	220.0000



TAB H

PROPOSED PASSENGER LOADING AREA

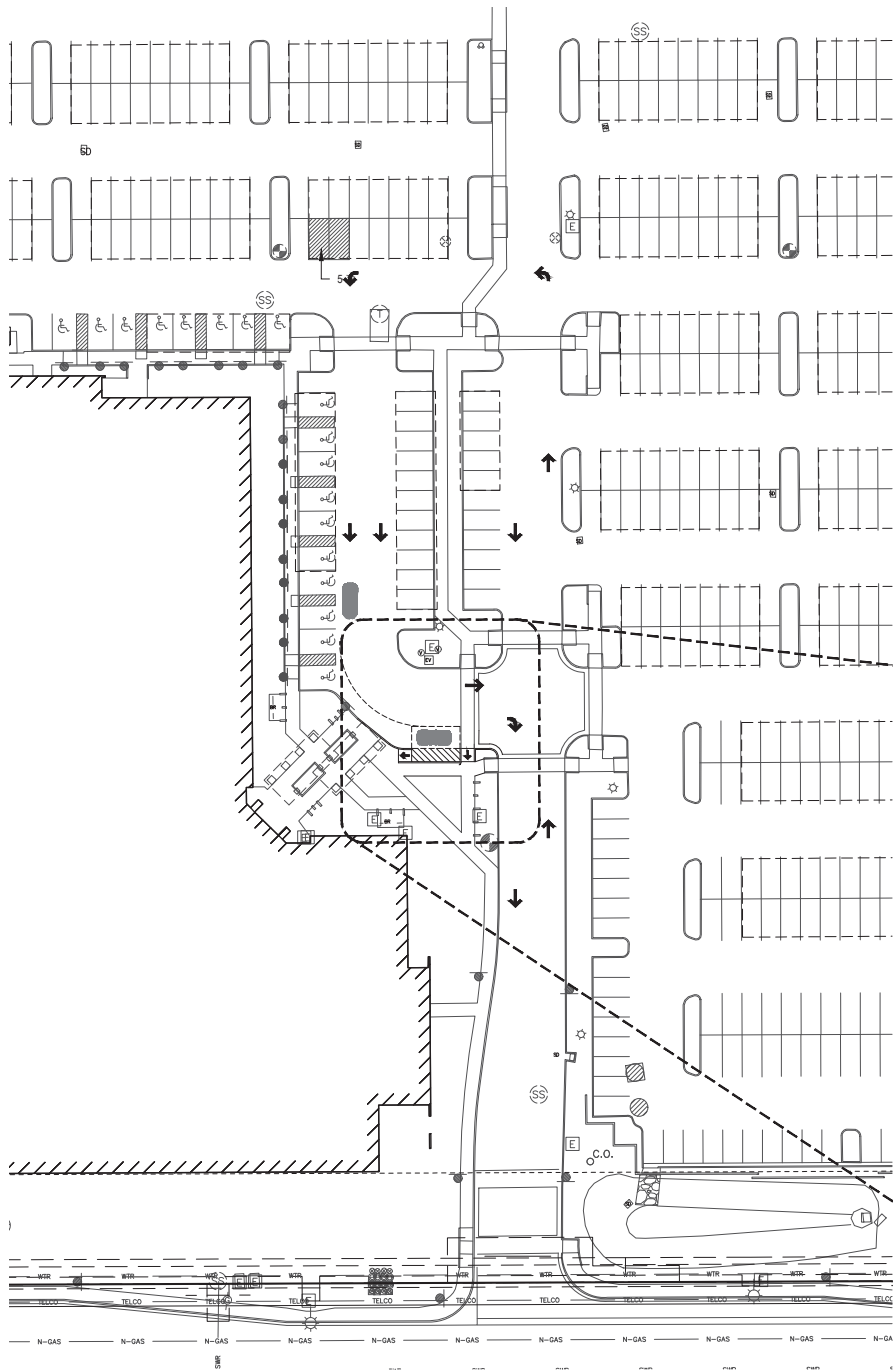
CLIENT & PROJECT

ViaWest Group
Chandler Integrative
Care Campus

2700 W Frye
Chandler, Arizona
Alex Hondros
ahondros@viawestgroup.com tel: 602.957.8300
Ext 130

DESIGNER

Ajanta Design
99 East Virginia Ave, Suite 225
Phoenix, Arizona 85004
Brian Braganza, AIA tel: 480.305.1453
brian.braganza@ajantadesign.com



KEY NOTES:

1. NEW 6" CONCRETE CURB.
2. 6' x 22" PASSENGER LOADING AREA.
3. NEW CONCRETE SIDEWALK.
4. NEW PEDESTRIAN RAMP.
5. HATCHED AREA IS CURRENT MOTORCYCLE PARKING.

CITY APPROVAL STAMP

REGISTRATION



REVISIONS

-	-	-
-	-	-
-	-	-
-	-	-
MARK	DATE	DESCRIPTION

PROJECT NUMBER

179.2700

SHEET IDENTIFICATION

SITE PLAN & EXHIBIT

TABI

PARKING ANALYSIS

PARKING ANALYSIS

Medical Office Complex
2700 West Frye Road
Chandler, Arizona

PREPARED FOR
ViaWest Group
2390 East Camelback Road, Suite 305
Phoenix, Arizona 85016

PREPARED BY

United Civil Group

PARKING ANALYSIS

Medical Office Complex
2700 West Frye Road
Chandler, Arizona

February 3, 2025
Revision 1: March 13, 2025

UCG Project Number: TR25011

PREPARED FOR
ViaWest Group
2390 East Camelback Road, Suite 305
Phoenix, Arizona 85016

PREPARED BY

United Civil Group
2803 N. 7th Avenue
Phoenix, Arizona 85007
602-265-6155

CONDUCTED BY



Sarah Simpson, PhD, PE
President

INTRODUCTION

ViaWest Group retained United Civil Group to perform this Parking Analysis for an existing commercial office development that is planned for a medical office complex. The proposed medical office complex is located at 2700 West Frye Road, in Chandler, Arizona.

This Parking Analysis has been performed per the City of Chandler Engineering and Design Standards Manual for Public Works Construction, City of Chandler Code of Ordinances Chapter 35 Land Use and Zoning, locally accepted standards, and industry practice. The purpose of this analysis is to determine the required parking per the City of Chandler Zoning Ordinance, provide the parking supply for the site, compare parking ratios for other municipalities within the Phoenix Metropolitan Area and recommend the parking demand for this proposed medical office complex that meets the needs of the development.

SITE DESCRIPTION

The existing commercial office development is located on approximately 14.3-acres of land on the north side of Frye Road west of Ellis Street, specifically 2700 West Frye Road, in Chandler, Arizona. Currently, the site consists of a 184,228 square foot 3-story commercial office development which is envisioned to be converted to medical office and specialty medical uses. A flex/facility building exists on the northern boundary of the property. The flex/facility building serves the office complex back of house systems. As part of the overall conversion of uses, the flex/facility building is envisioned to provide a 2,300 square foot compounding pharmacy including 250 square feet of accessory office space, which is included within the analysis. The remainder of the building will remain as-is to support mechanical needs of the site.

Figures 1 and 2 illustrate the site's location within the context of the City of Chandler and its surroundings.

Approximately 20,000 square feet of medical office is proposed as a future expansion on site, which is also evaluated within this analysis.

PARKING SUPPLY

Currently, the site consists of 1,080 regular parking stalls and 24 ADA stalls for a total of 1,104 on-site parking stalls. **Figure 3** demonstrates the on-site parking arrangement for the development.

PARKING ANALYSIS

City of Chandler Zoning Ordinance

The City of Chandler provides minimum parking requirements within the Code of Ordinances Part VI Planning Chapter 35 Land Use and Zoning Article XVIII Parking and Loading Regulations. Per Section 35-1084 Parking Schedule, for medical, dental offices, clinics the parking ratio is one space per 150 square feet. For specialty medical uses, the parking ratio is one space per 200 square feet. For general office, the parking ratio is one space per 250 square feet. **Table 1** provides the parking demand per the City of Chandler Zoning Ordinance if the land use is medical office with an area reserved for minor compounding pharmacy use.

Table 1: Parking Demand Requirements per the City of Chandler Zoning Ordinance

Land Use	Square Footage (square feet)	Parking Ratio	Parking Stalls Required by Code
Medical Office	184,228	1/150	1,228
Compounding Pharmacy (Industrial/ Manufacturing) with 250 square feet of Accessory Office	2,300	1/1000 plus 1/250 for office	3
SUBTOTAL			1,231
10 % reduction for Passenger Loading			-123
TOTAL			1,108

A ten percent reduction in parking stalls is permitted by Zoning Code Section 35—1808 with the provision of a passenger loading zone, which this project will provide. Combined with the compounding pharmacy with 250 square feet of accessory office space the code requires 1,108 stalls. The site is deficient per Zoning Code standards by four (4) spaces. However, further analysis shows that the proposed land use can be accommodated with the provided 1,104 stalls along with possible future expansion.

Comparison of Parking Ratios for Medical Office

Providing an appropriately sized parking area is essential to optimizing the use of space and resources in a development. When parking areas are larger than necessary, it can lead to underutilized space that could otherwise be used for green areas, additional building capacity, or pedestrian-friendly designs. Excessive parking can also increase construction and maintenance costs, as well as contribute to environmental concerns, such as additional stormwater runoff and reduction in natural landscape. However, accurately determining parking needs ensures that space is used efficiently, lowering operational costs and fostering sustainable development. Therefore, a comparison of parking ratios across cities in the Phoenix metropolitan area was conducted to better understand regional trends and find a balance for

parking requirements of medical office building uses in the surrounding area. **Table 2** provides parking ratios for medical office buildings within comparable municipalities.

Table 2: Parking Ratio Comparisons for Medical Office in the Phoenix Metropolitan Area

City	Source	Parking Ratio
Phoenix	City Zoning Ordinance: Chapter 7 Section 702 Off Street Parking and Loading - 12/4/2024 (Medical Offices: Doctor, Dentist, Clinics, Centers)	1 space per 200 sf gross floor area
Mesa	City Zoning Ordinance Chapter 32: On-site Parking, Loading and Circulation Table 11-32-3.A: Required Parking Spaces By Use - 12/13/24 (Medical/dental offices and outpatient clinics)	1 space per 200 sf
Gilbert	Land Development Code Section 5.3 Circulation, Parking and Loading Table 5.3.6.B Off Street Parking Requirements - 9/21/21 (Health Care Facilities: Medical Offices and Clinics)	1 space per 150 sf
Glendale	Code of Ordinances Article 4 Section 35.4.000 Off Street Parking Table 35.4.005 Required Parking Ratios - 10/25/2024 (Medical Offices and Clinics)	1 space per 350 sf gross floor area
Peoria	Peoria City Code Chapter 21 Zoning Section 21-825 Parking Requirements – 10/1/24 (Medical: Health Clinics)	1 space per 200 sf of floor area
Scottsdale	Scottsdale Code of Ordinances Article IX. Parking and Loading Requirements Section 9.103 Parking Requirements Table 9.103 A Schedule of Parking Requirements– 1/8/25 (Offices – government, medical/dental and clinics)	1 space per 250 sf of gross floor area

As shown in **Table 2**, with the exception of the Town of Gilbert, the remaining 5 cities that were reviewed have a parking ratio of 1 space per 200 sf or greater.

Table 3 provides the parking results if the parking ratio of 200 sf for the medical office development is used for this site.

Table 3: Parking Demand Requirements Using Similar City Comparisons

Land Use	Square Footage (square feet)	Parking Ratio	Parking Stalls Required
Medical Office	184,228	1/200	921
Compounding Pharmacy (Industrial/ Manufacturing) with 250 square feet of Accessory Office	2,300	1/1000 plus 1/250 for a small office	3
TOTAL			924

If a parking ratio of 1 space per 200 square feet of medical office is used, then the site demand for this proposed development is 924 spaces. This parking calculation includes the 2,300 square foot compounding pharmacy with accessory office on site within the flex/facility building.

Comparison of ITE Parking Generation

The ITE Parking Generation Manual, 6th Edition, published by the Institute of Transportation Engineers (ITE), is a comprehensive reference that provides data and methodologies for estimating parking demand across various land uses. It is used by transportation professionals to make informed decisions about parking requirements, balancing supply with actual demand to improve land use efficiency and sustainability.

For this analysis, the land use Medical-Dental Office Building (LUC 720) and Industrial Manufacturing (LUC 140) are selected. The definition for this land use according to ITE is as follows:

(LUC 720) Medical-Dental Office Building: A medical-dental office building is a facility or clinic with one or more tenants that provide diagnoses and outpatient care on a routine basis. Tenants range from individual private physicians and dentists to large medical practices. Patient visits are by appointment only.

(LUC 140) A manufacturing facility is an area where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, a manufacturing facility typically has an office and may provide space for warehouse, research, and associated functions.

Table 4 provides the parking generation estimates for the proposed 184,228 square foot 3-story medical office development with a 2,300 square foot compounding pharmacy with accessory office.

Table 4: ITE Parking Generation

Land Use	Square Footage (square feet)	Weekday Number of Stalls Required	
		Weekday Average	85 th Percentile
Medical Office	184,228	484	788
Compounding Pharmacy (Industrial/ Manufacturing) with 250 square feet of Accessory Office	2,300	2	8
TOTAL		486	796

According to the ITE Parking Generation Manual, the 85th percentile of 796 spaces equates to the demand level of the observed sites. Meaning that 85% of similar sites required 796 or fewer spaces during their peak occupancy. The 85th percentile is used in parking facilities to accommodate most users without excessive overbuilding.

PARKING DEMAND

Based on the findings from the parking analysis, Table 5 presents the forecasted parking demand for the proposed development by various methodologies.

Table 5 Parking Demand for the Medical Office

Source	Parking Stall Requirements
City of Chandler	1,231
Comparable Cities	924
ITE Parking Generation (85 th Percentile)	796

Using the comparable data within **Table 5** shows that the available supply of 1,104 existing parking stalls is sufficient to meet the needs of the proposed medical office and 2,300 square foot compounding pharmacy including the 250 square foot accessory office.

ADA REQUIREMENTS

According to the Americans with Disabilities Act, accessible parking spaces must be considered separately for parking lots. For this development the total number of parking spaces provided is over 1001. Therefore, the minimum number of accessible parking spaces permitted is 20 plus 1 for each 100 over 1000. Therefore, 22 ADA spaces are required for this development. Of the 22 ADA spaces, at least one in every 6 (4 stalls) are required to be van accessible.

On site, 24 ADA parking spaces are provided with at least 4 that are van accessible.

ADDITIONAL DEVELOPMENT

Additional medical office development may be proposed at this site of approximately 20,000 square feet. If the expansion is constructed, **Table 6** provides the parking required for the entire development including the additional 20,000 square foot expansion using a parking ratio of 1/200 square feet, that was determined by the comparable Cities analysis.

Land Use	Square Footage with Proposed Expansion (square feet)	Parking Ratio	Parking Stalls Required
Medical Office	204,228	1/200	1021
Compounding Pharmacy (Industrial/ Manufacturing) with 250 square feet of Accessory Office	2,300	1/1000 plus 1/250 for a small office	3
TOTAL			1,024

If the additional medical office development were expanded by 20,000 square feet, then 1,024 total parking stalls should be provided to accommodate the site.

CONCLUSIONS

This parking study was conducted to determine the minimum number of parking spaces (parking demand) that should be provided on-site to adequately accommodate the conversion of an office complex to the proposed medical office complex development. The proposed medical office complex is located at 2700 West Frye Road, in Chandler, Arizona. Currently, the site consists of a 184,228 square foot 3-story commercial office development that will be converted to a medical office and an existing flex/facility building where approximately 2,300 square feet will be converted to a compounding pharmacy including a 250 square foot accessory office. The development currently has a supply of 1,104 parking stalls on site.

The City of Chandler's zoning ordinance for medical office parking requires 1 stall per 150 square feet. Using this ratio, the parking supply for the existing building is short if the development is converted to medical office. However, Zoning Code Section 35-1808 provides 10 percent relief from the code requirements with the provision of a passenger loading area. While the site is deficient four spaces by code standards, a review of similar cities within the Phoenix metropolitan area show that this parking ratio is conservative, comparatively.

Six cities parking requirements were reviewed and with the exception of the Town of Gilbert, the remaining 5 cities have a parking ratio of 1 space per 200 sf or greater for medical office. The City of Glendale requires the least parking stalls for this medical office land use with a parking ratio of 1 space per 350 square feet.

The ITE Parking Generation was also reviewed to determine parking stall demand for a similar land use of medical office. Based on ITE the 85% percentile parking requirement is 796 stalls for a similar size and land use.

Therefore, using comparable local and national parking ratio data the available supply of 1,104 existing parking stalls is sufficient to meet the needs of the proposed medical office conversion with a 2,300 square foot compounding pharmacy that includes 250 square feet of accessory office.

Using the same parking ratio of 1 stall per 200 sqft of medical office building, an expansion of 20,000 square feet could be constructed on site. This scenario would increase the parking demand to 1,024 stalls, excluding the 10 percent relief provision noted above, which meets the existing available parking supply and providing a surplus of 80 stalls.

ADA requirements are met for this development with 24 provided ADA stalls with at least 4 van accessible stalls.

This parking assessment with proposed scenarios is based on a variety of assumptions related to the site plan and land use of the proposed development. If larger buildings or pads, alternate land uses, or changes to the local Parking Ordinances are ultimately proposed, these parking calculations and criteria evaluation may not remain valid.

LIMITATIONS

Our professional services have been performed using that degree of skill ordinarily exercised, under similar circumstances, by reputable transportation engineering firms practicing in this locality. No other warranty, expressed or implied, is made.

The contents of this report are intended for the sole use of the addressee and his/her designees. In completing this report, data was obtained from a variety of sources which were assumed reliable and accurate (i.e., City, County, State and Federal sources). Should deviations from this report be noted, this firm should be contacted for review of the area of concern.

A reasonable attempt was made to acquire recent traffic impact studies, traffic projections and/or data that may be helpful in more accurately projecting traffic volumes. United Civil Group is not responsible for incorporating data made available after this document has been finalized.

This report is issued with the understanding that it is the responsibility of the owner to see that its findings are carried out or brought to the attention of those concerned. If any changes to the proposed project are made, the findings of this report shall be subject to review and may require modification or addendum.

SOURCES

City of Chandler Code of Ordinances Chapter 35 Land Use and Zoning

City of Glendale Code of Ordinances Article 4 Section 35.4.000 Off Street Parking
Table 35.4.005 Required Parking Ratios, adopted October 25, 2024.

City of Peoria City Code Chapter 21 Zoning Section 21-825 Parking Requirements,
adopted October 1, 2024.

City of Phoenix Zoning Ordinance: Chapter 7 Section 702 Off Street Parking and
Loading, adopted December 4, 2024.

City of Mesa Zoning Ordinance Chapter 32: On-site Parking, Loading and Circulation
Table 11-32-3.A: Required Parking Spaces By Use, adopted December 13, 2024.

City of Scottsdale Code of Ordinances Article IX. Parking and Loading Requirements
Section 9.103 Parking Requirements Table 9.103 A Schedule of Parking
Requirements, adopted January 8, 2025.

Institute of Transportation Engineers Parking Generation Manual, 6th Edition.

Town of Gilbert Land Development Code Section 5.3 Circulation, Parking and
Loading Table 5.3.6.B Off Street Parking Requirements, adopted September 21, 2021.

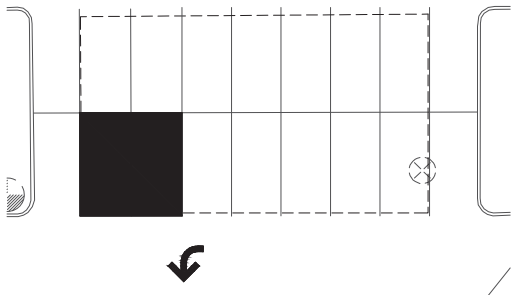
CLIENT & PROJECT

ViaWest Group
Chandler Integrative
Care Campus

2700 W Frye
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Ext 130

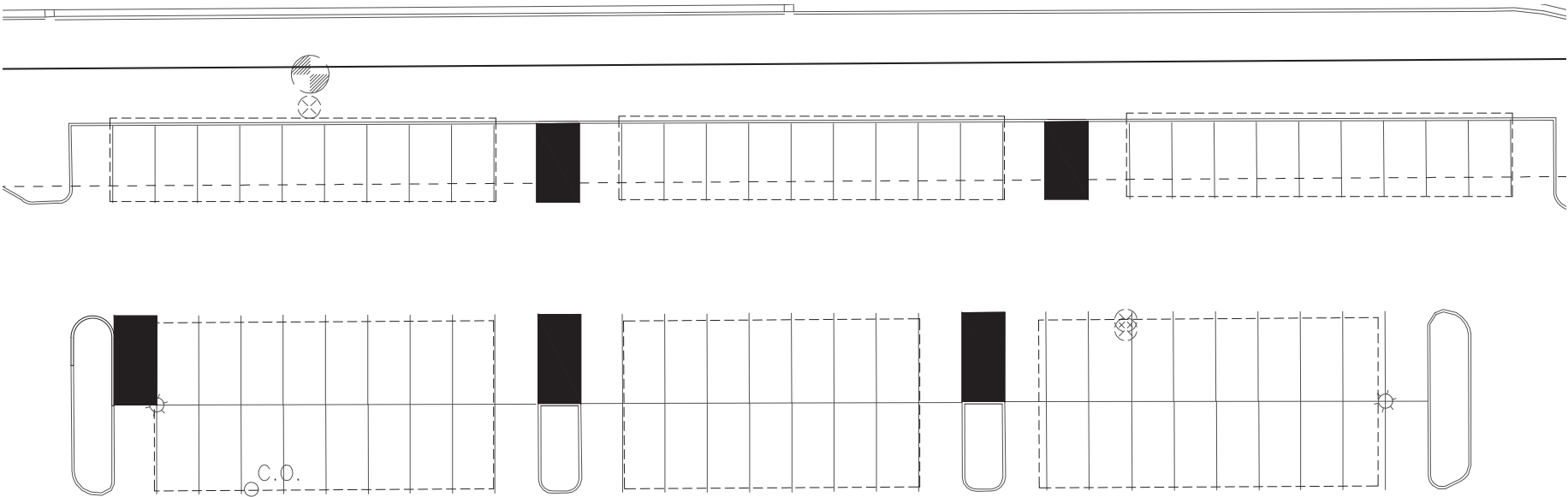
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Phoenix, Arizona 85004
Brian Braganza, AIA tel: 480.305.1453
brian.braganza@ajantadesign.com



C2 | CONTINGENCY PARKING

SCALE: 1/16" = 1'-0"



A5 | CONTINGENCY PARKING

SCALE: 1/16" = 1'-0"

LEGEND:

 = ADDITIONAL PARKING SPACES TO BE PICKED UP.

CITY APPROVAL STAMP

REGISTRATION



REVISIONS

-	-	-
-	-	-
-	-	-
-	-	-
MARK	DATE	DESCRIPTION

PROJECT NUMBER

179.2700

SHEET IDENTIFICATION

CONTINGENCY PARKING

A-102

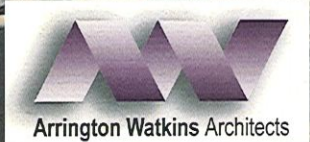
Countrywide

PDP Application July 19, 2006

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PDP 06-0020
Jm

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#21



Countrywide®

“Countrywide Frye Road Campus”
2700, 2710, 2720 and 2730 West Frye Road
Chandler, Arizona

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TAB 1

NARRATIVE

“Countrywide Frye Road Campus”
2700, 2710, 2720 and 2730 West Frye Road
Chandler, Arizona

PDP Application Narrative

A. Introduction

1. Site Description

The property is a 24.38 acre parcel located between the 101 Freeway and Ellis Road at 2710 W. Frye Road in the City of Chandler, Arizona, more specifically identified as Assessor's Parcel Number 303-24-019-E (the "Property"). The site is surrounded by other commercial, industrial and general office type use properties. Our plans for the redevelopment of the property are consistent with the long range plans for the City of Chandler which designate the property for employment uses. Attached at **TAB 2** is an Existing Aerial and Context Zoning Map showing the Property. The Property is owned by Countrywide Home Loans Inc. ("Countrywide").

General Plan and Zoning

The Chandler General Plan designation for the Property is Employment, as shown on the attached land use map at **TAB 3**. The Employment category allows "major employers, industrial/business parks and industrial support uses". The site was rezoned to a PAD use on 11/14/05 (**DVR 050042**). The current zoning for the Property is PAD (Planned Area Development), as shown on the attached Site Plan at **TAB 2**.

2. Surrounding Property

The Property is surrounded by a mixture of I-1 and PAD zoned uses as shown on the zoning map. There is an existing office complex owned by Countrywide to the north of the Property along Chandler Boulevard which has been zoned PAD. The property to the east is zoned I-1 with a large building. The property to the west is also zoned I-1 with industrial uses. The property to the south is zoned PAD.

3. Current Development

The Property as it stands today has three (3) newly-built, unoccupied shell buildings and related site improvements. Two of the three buildings are approximately 57,000 square feet each and the third is approximately 85,000 square feet. All three of the buildings are single story building with a height of approximately 40'-0" high. There is also approximately five (5) acres of undeveloped land on the northwest quadrant of the Property that was master planned for a 110,000 SF structure. Countrywide's new development proposal will include the demolition of the three existing structures

4. Purpose of Application

Countrywide has purchased the Property in order to expand their corporate campus and meet the needs of its rapidly growing operations. The intent of this project is to develop another Countrywide Campus directly adjacent to the existing North Campus and in the same level of quality as that campus. Each site will remain as an independent and self-contained stand alone site. The main access to the Frye Road Campus will be from three existing curb cuts along Frye Road. All three of these curb cuts will be well landscaped with deeper than what the current zoning landscape setbacks requirements call for. We have designed an appealing Frye Road landscaped setting with the use of burning and planting. All materials for the plant palette will use some variety of color, materials and size differences. These generous landscape buffers will be dramatically contoured and landscaped to be expressive of the genuine quality of this complex. These perimeter buffers will present a unified street edge and distinct sense of place.

The site as proposed provides a parking structure for Countrywide employees. We have conveniently placed this structure centrally located so that it is accessible by all employees for the new campus and away from the general public. Incorporating a parking structure into this project dramatically reduces the impact to the site for the required land area that would be needed to be dedicated to surface parking. The new parking structure allows us to provide landscaping in excess of the current zoning requirements.

B. PDP Land Uses

1. Uses Permitted

Office uses including professional, business, administrative, executive and other offices having no storage of stock-in-trade (other than samples) or heavy equipment and no sales of commodities on the premises. All uses allowed by right within the PAD zoning district, as indicated by an "X" on the Table of Permitted Uses for Non-Residential Districts in Chapter 35, Article 21 of the Chandler Zoning Code as updated at the time of this application.

2. Uses Permitted by Use Permit

All uses allowed with a use permit within the PAD zoning district, as indicated by a "UP" on the Table of Permitted Uses for Non-Residential Districts in Chapter 35, Article 21 of the Chandler Zoning Code as updated at the time of this application.

3. Development Standards

a. Height regulations:

No building shall exceed forty-five (45) feet in height at a thirty-foot front building setback line, except a building may exceed such height provided that at no point it projects above a line sloping inward and upward at a forty-five-degree angle at the required height and setback line (up to a maximum of 45').

b. Front yard:

Buildings shall be set back at least fifty (50) feet from the right-of-way line along arterial streets and at least thirty (30) feet from the right-of-way line along all other streets.

c. Side yard:

A minimum side yard of twelve (12) feet shall be required on one (1) side of any lot or parcel not having rear or alley access. On multi-building projects with on-site drives suitable for fire lanes, the required side yard setbacks may be waived upon approval of the site development plan by the Planning Director and the Fire Chief. In all instances, a minimum fifty-foot side yard setback shall be required for industrial development when abutting residentially zoned property.

d. Rear yard:

Fifty (50) feet when abutting or adjacent to residential zoned property. No rear yard is required where solid masonry building wall and/or six-foot solid masonry wall is constructed along the rear property line and provided also no access or servicing is permitted to the rear of the property. A rear yard of twenty-five (25) feet is required in all other instances.

e. Intensity of lot use:

No building(s) shall occupy more than fifty-five (55) percent of the lot area.

C. Preliminary Development Plan (“PDP”) Narrative

1. Site Plan

a. New Site Plan Design

The current site configuration consists of three (3) large unused shell structures. Photos of the existing office/warehouse buildings are included at **TAB 2**. As mentioned earlier, our intent is to demolish most of the existing site and all of the existing site structures. The redeveloped site will be an office park in a campus setting. Upon completion the campus will include three nearly identical three story structures each totaling approximately 180,000 SF of office space. We will include a five level parking structure that will support the parking of approximately 1,990 vehicles. The total of each floor plate for the parking structure will be approximately 130,000 SF for a total of 660,000 SF. The parking structure has been given special attention with the use of similar design

elements of the office structures to ensure that it retain the quality and character of the campus structures.

The four buildings are located around a central courtyard which includes various pockets of uncovered surface parking. All of the proposed structures are configured to allow convenient visual and physical access to outdoor landscaped spaces for recreation, relaxation and relief from the “everyday grind”. All buildings have been designed with a deep landscape setting that becomes an extension of the open space system. These spaces have been envisioned as an integral component in the campus feel. They have been intimately scaled and are attractive and comfortable spaces to go from building to building, to sit and relax and gather one’s thoughts.

The main access to the site will be through a palm tree lined vehicular traffic avenue down the middle of the site, which brings visitors and employees north into the heart of the site. There are two rotundas that are provided to create a sense of arrival.

b. Landscaping Plan:

We are proposing to enhance the existing landscaping to provide a more corporate appearance than the existing landscaping. The main entry access off of Frye Road will be lined on both sides with date palms. Generous amounts of shade, outdoor furniture and other amenities are allocated to the open space that further enhances the campus experience. Indigenous plant materials expressive of the Sonoran Desert environment will be provided throughout to articulate spaces, create pedestrian friendly enclaves and to help in solar control and shading. Some areas of the open space have been dedicated to on-site retention. This process eliminates unsightly underground storage piping and drain lines.

The street view of the new buildings will be enhanced through the use of lush landscape buffers.

Additional consideration has been given to the screening of all mechanical and electrical equipment either with decorative masonry screen walls or in the case of the roof top equipment some type of a decorative metal screening will be utilized. A copy of the landscaping plan is included at **TAB 5**.

c. Access / Roadways:

The main access to the Frye Road Campus will be from three existing curb cuts along Frye Road. This campus site will be connected with the north site by a new driveway which will align with an existing driveway located at the north campus. A complete description of this connection is listed below in this narrative. However, each site will remain as an independent and self-contained stand alone site.

2. New Building Materials

a. New Buildings:

The existing structures have been built with decorative concrete tilt panels. Glazed openings are provided with tinted glazing for both aesthetics and solar control. The massing of the buildings is reduced with the use of decorative score lines and accent color bands. We propose to match the architectural style, themes, materials, colors and character of the existing North Campus and not the existing Frye Road with our new structures.

Improvements to the existing site will include a new 14,000 square foot building that will house the central plan and provide all of the mechanical and electrical systems necessary to support the remaining property. We understand the importance to the City of Chandler for the aesthetics of this structure and we have addressed this appropriately. This building will be anchored to the side of the parking structure that is facing Frye Road. We have given special consideration to the design of the area and are using the parking structure as a back drop for the Central Plant building elements. The massing and the impact of the front elevation of the central plant building is reduced by stepping both the facades and building footprints and the heights of the parapets. We have introduced some of the similar office building materials and colors but in a more playful manner than the rest of the structures creating some additional interest in this area. This approach will allow this building to blend into the site and appear as an additional office structure.

b. Building Design:

The materials for the central plant building will be tilt concrete panels to match the three office building structures, as shown on the attached conceptual elevations at **TAB 6**. The new buildings will share the building colors, forms and decorative reveal lines of the north campus buildings.

3. Site Improvements:

a. Parking:

Although recently re-zoned to a PAD use the Property is designed to meet parking standards for I-1. The re-zoned new office use will require additional parking. Additional surface parking is provided and depicted on the attached site plan at **TAB 4**. All parking stalls will be flanked by landscaped islands at the end of each aisle. The new landscape areas within the parking area will exceed the City of Chandler minimum landscape standards. All landscape plantings will not only match the City's approved landscape palette but will match the existing landscape palette of the north site. The number of spaces provided will meet or

exceed the City of Chandler parking ordinance. Additional concrete walks, shade trees and pedestrian paths will be provided.

b. Interconnection with Property to the North:

We are proposing to connect our site with the site adjacent to the north with a new bridge. The bridge will provide safe walkways for pedestrian access on each side of the vehicular element. The bridge concept will allow the existing retention basins to remain functioning.

c. Traffic:

At this time Countrywide is coordinating with the surrounding property owners and the City Traffic Engineers to determine the needed traffic improvements.

D. Justification

The proposed PDP conforms to the City's General Plan designation, and is compatible with the surrounding land uses. The proposed office use is appropriately located near the Loop 101 freeway, providing convenient access to employees. This request and the ultimate improvements will enhance the Property from its current state and provide a high-quality employment campus to serve the Countrywide Employees and the City of Chandler.

Attachments:

Tab 1 – Narrative

Tab 2 – Existing Aerial and Zoning Context Map

Tab 3 – Chandler General Plan

Tab 4 – New Site Plan Design

Tab 5 – New Landscape Plan

Tab 6 – New Building Floor Plans, Exterior Elevations and Renderings

Tab 7 – Site Improvements/Civil Plans

Tab 8 – Material and Paint Color Exhibit

TAB 2

**EXISTING AERIAL AND ZONING
CONTEXT MAP**



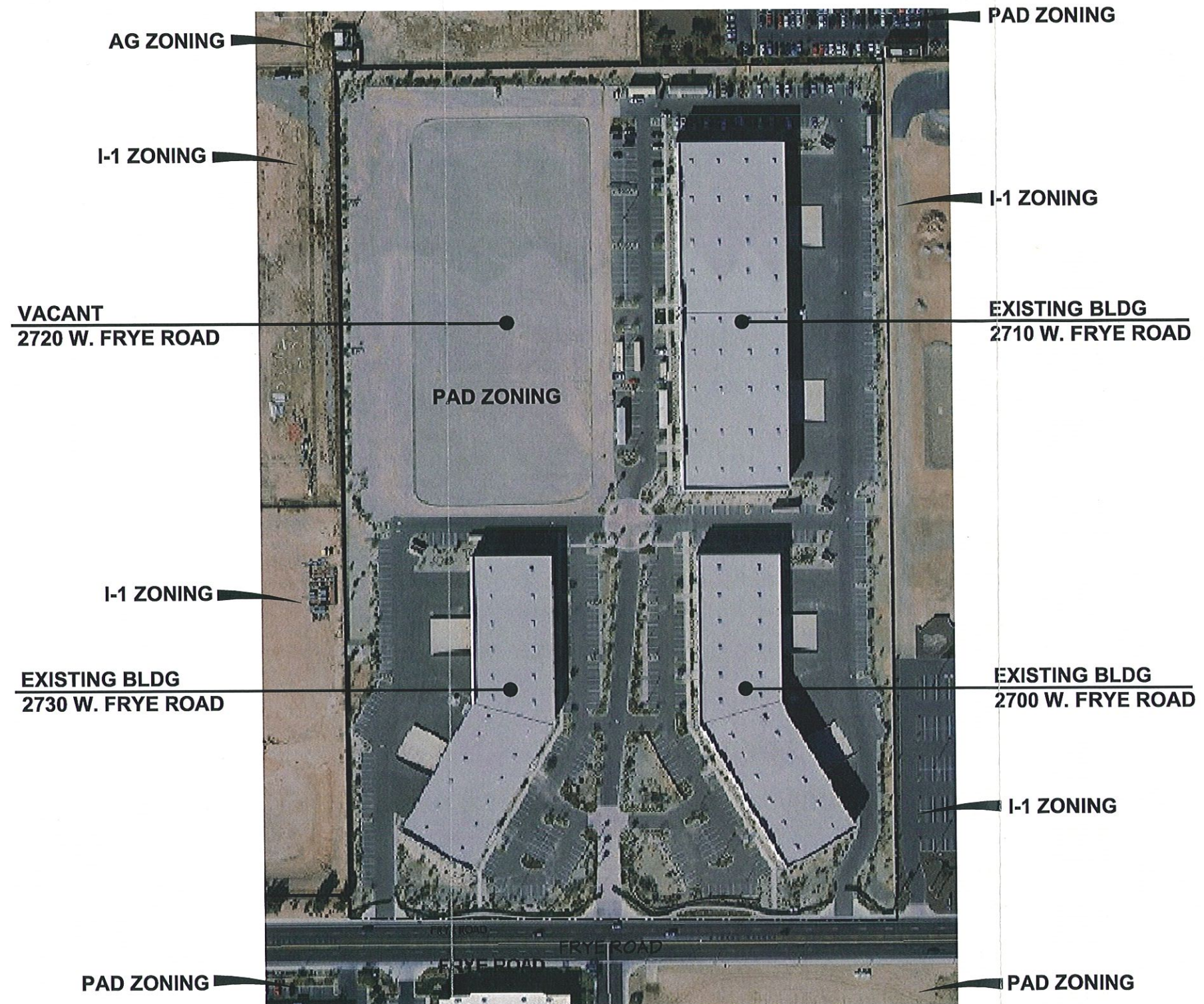
5240 North 16th Street, Suite 101
Phoenix, Arizona 85018
Telephone: (602) 279-4373
Fax: (602) 279-9110
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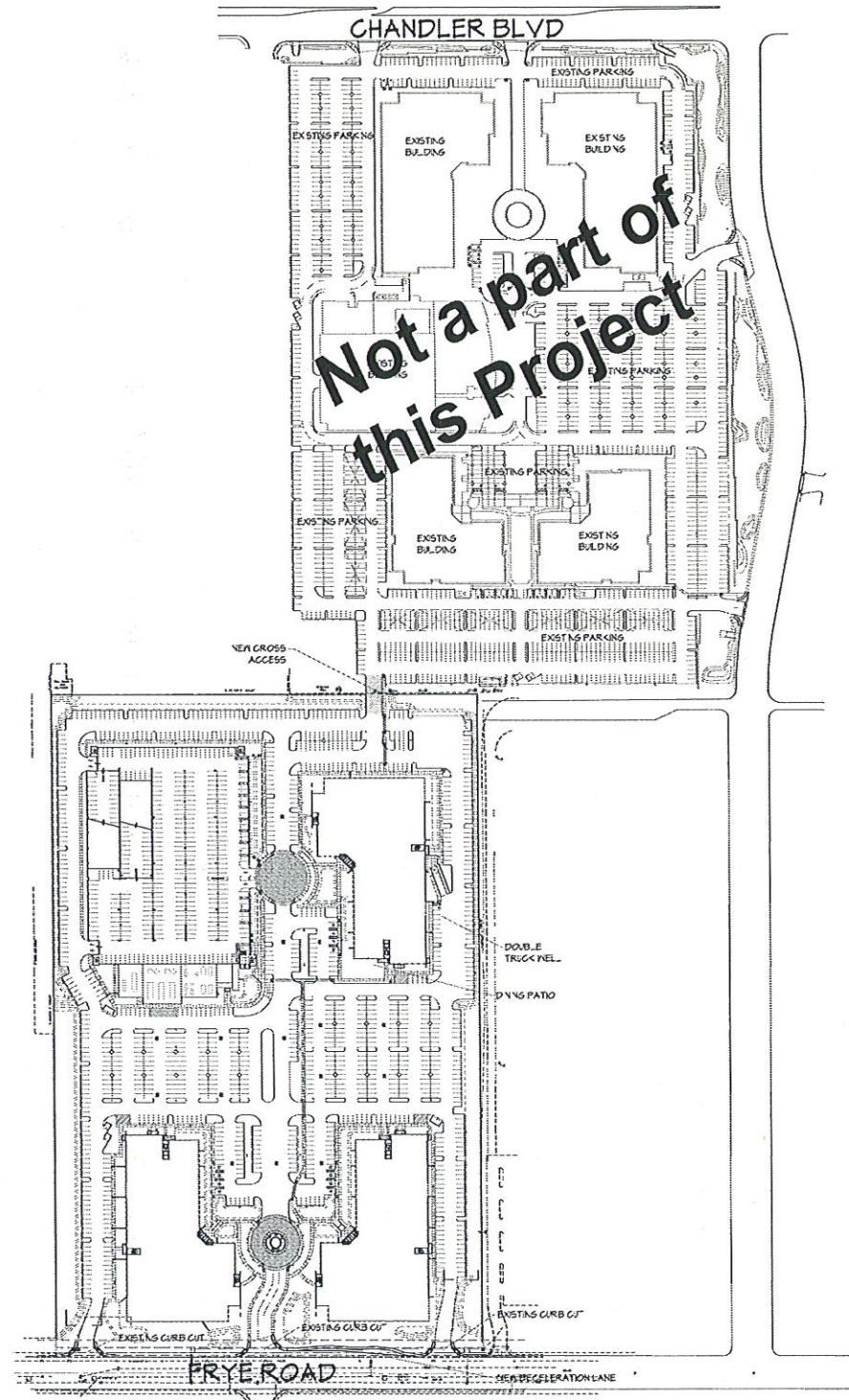
Countrywide®
FRYE ROAD CAMPUS
PDP APPLICATION



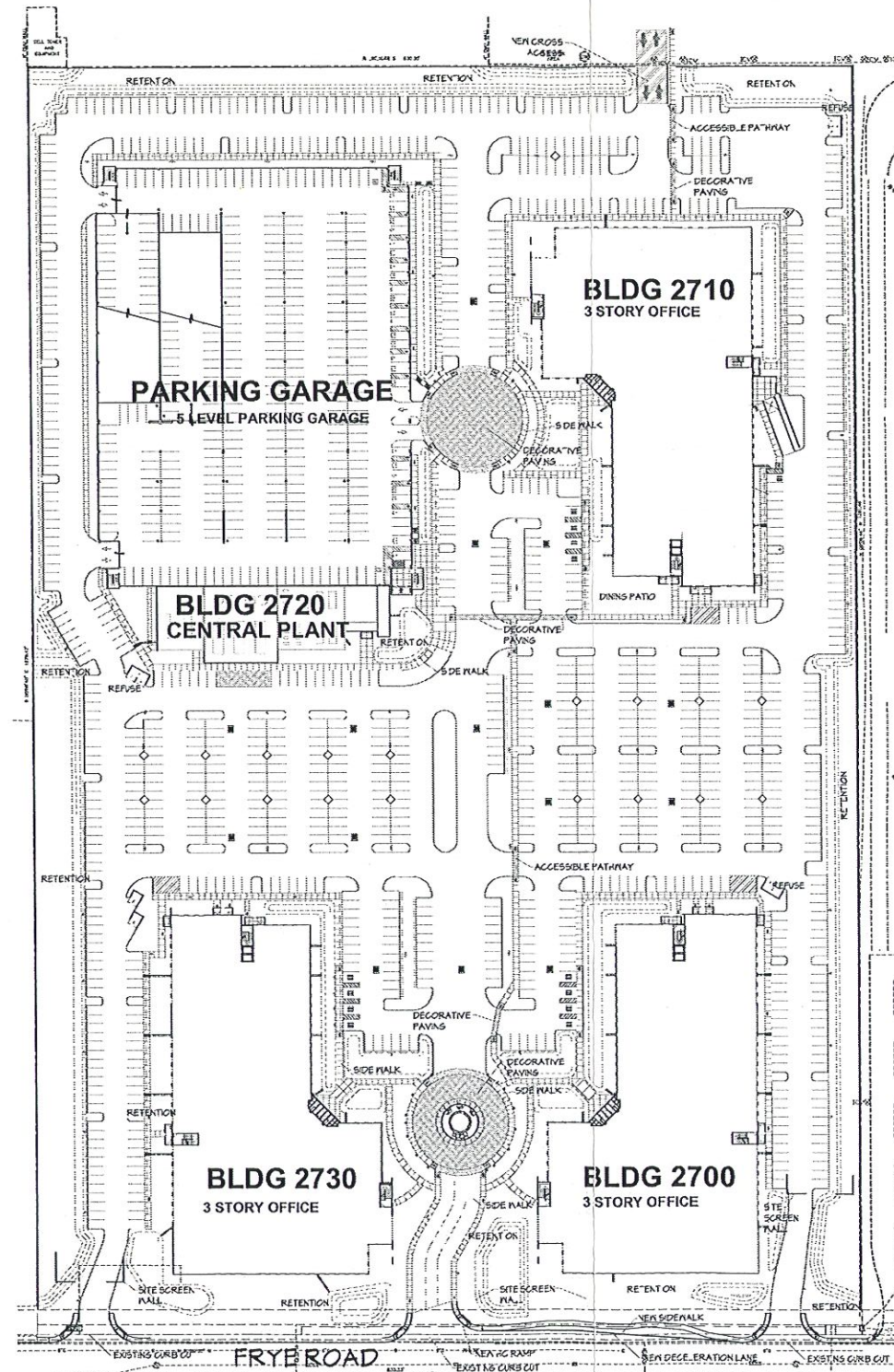
NO.	REVISIONS	DATE
PROJECT NO.:	0608	
DATE:	06-05-08	
DESIGNED BY:	PFB	
DRAWN BY:	MBB	
APPROVED BY:	MRC	
SHEET TITLE:	ARCHITECTURAL BUILDING AERIAL MAP	
SHEET NO.:	GA0.1	



Context / Zoning Map
NO SCALE



ENTIRE CAMPUS SITE PLAN
1/128" = 1'-0"



FRYE ROAD SITE PLAN
1/64" = 1'-0"



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Phoenix, Arizona 85016
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FRYE ROAD CAMPUS
PDP APPLICATION

NO.	REVISIONS	DATE

PROJECT NO.: 0608
 DATE: 06-05-06
 DESIGNED BY: ---
 DRAWN BY: **WPS**
 APPROVED BY: ---

SHEET TITLE:
GENERAL
SITE PLAN

SHEET NO.:

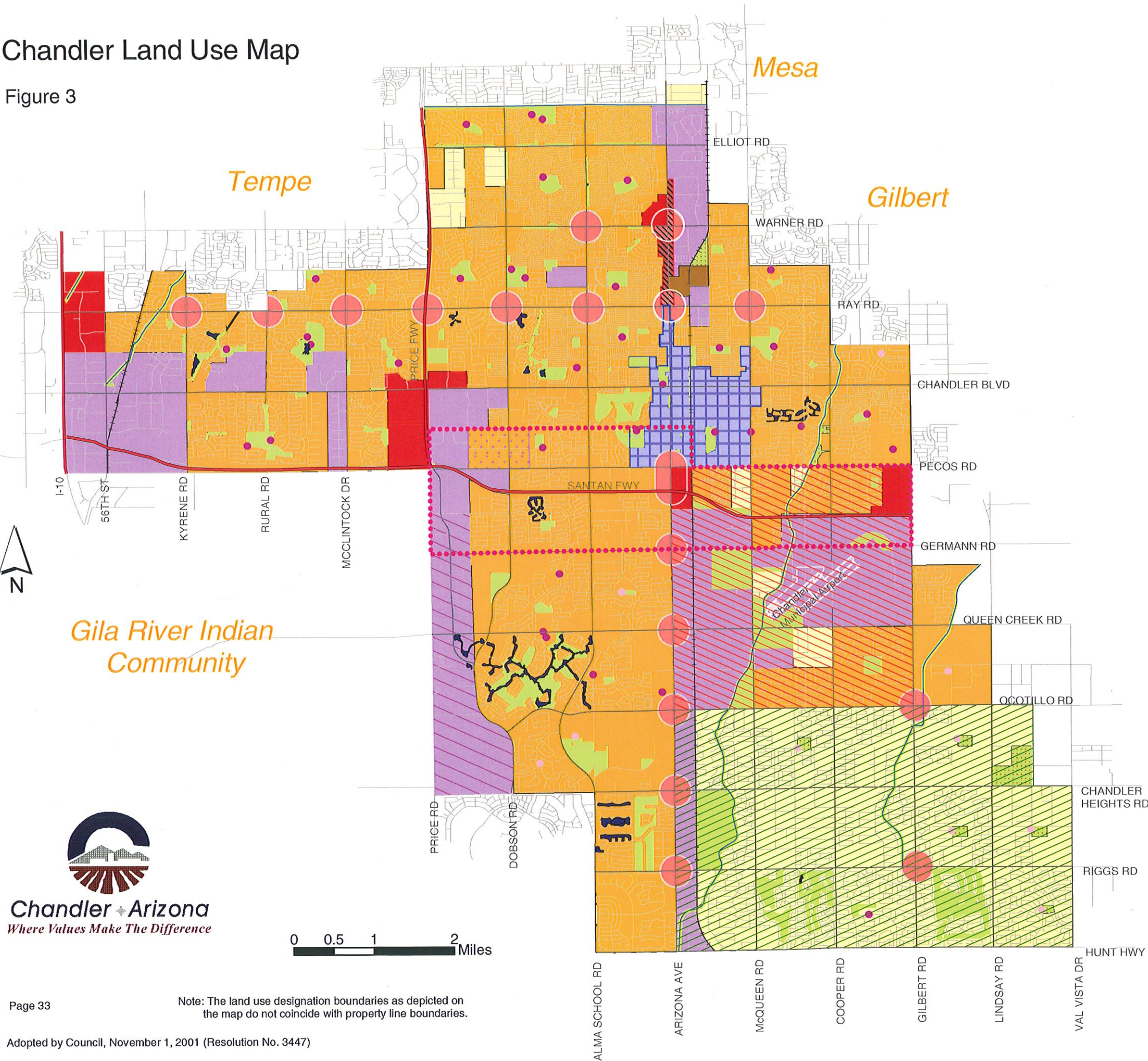
GA1.0

TAB 3

CHANDLER GENERAL PLAN MAP

Chandler Land Use Map

Figure 3



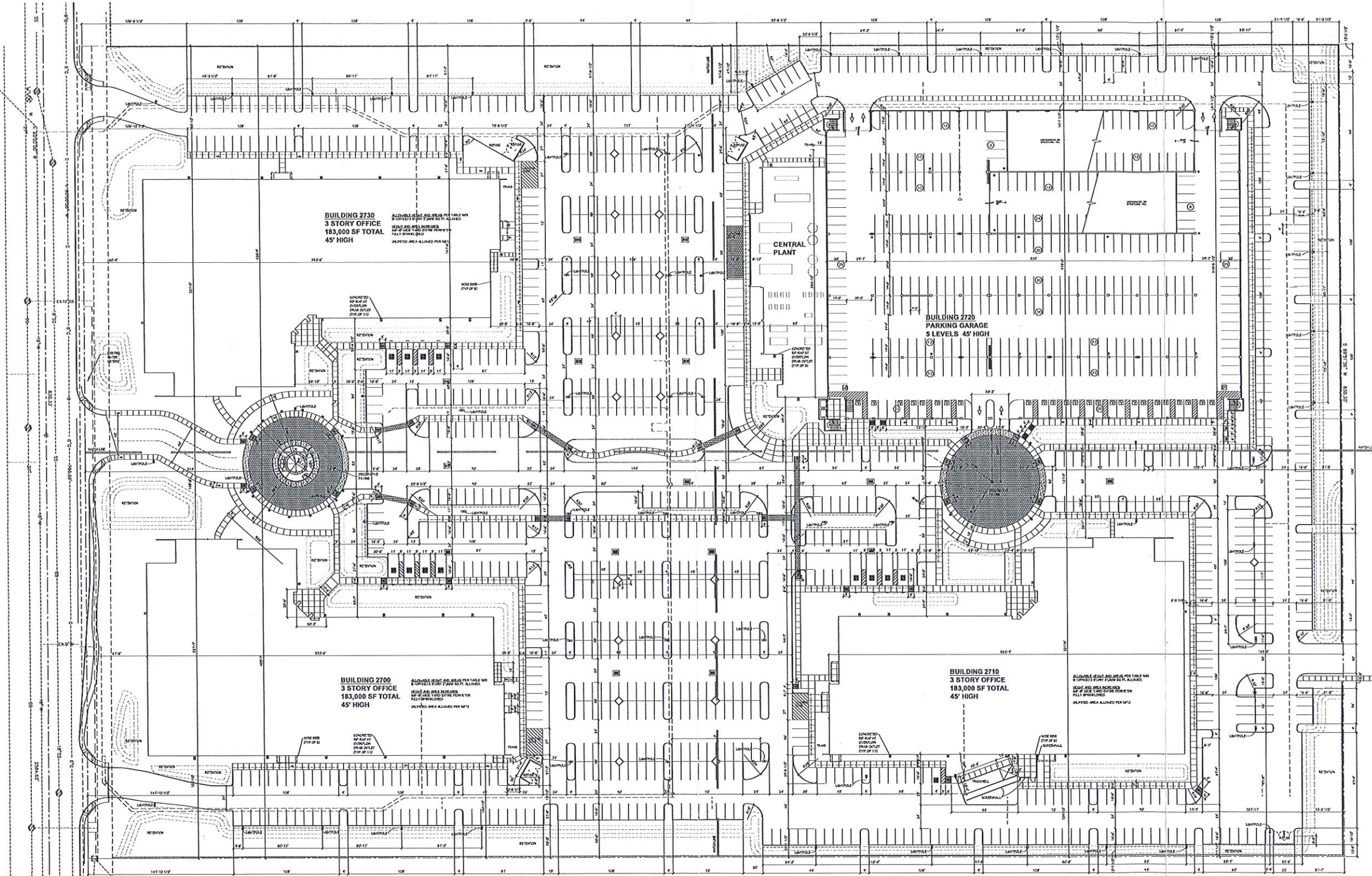
- Rural (Very Low density) Residential**
Very low density residential uses with an overall average density in the range of 0-2.5 dwellings per acre.
- Low Density ("Single Family") Residential**
Low density residential uses with an overall average density in the range of 2.5-3.5 dwellings per acre.
By policies defined within the text of the General Plan and area plans, public facilities and higher density residential uses, including multi-family, may be located within low density residential areas; offices and institutional uses may be located along the frontages of arterial streets and neighborhood shopping centers may be located at the corners of arterial street intersections.
- Low-Medium Density ("Single Family") Residential**
Low to medium density residential uses with an overall average density in the range of 3.5-12 dwellings per acre.
- Redevelopment Area**
Mixed-use, commercial/public, downtown neighborhoods and mixed density residential development.
See Chandler Redevelopment Element.
- Commercial Nodes**
Neighborhood or community shopping facilities, including large single-use retail development.
By policies defined within the text of the General Plan and area plans, commercial offices, commercial services and institutional uses can be developed at commercial nodes. All new commercial will take into consideration existing commercial development which may not necessarily be shown on this map.
- Regional Commercial**
Major, regional commercial uses such as malls, power centers, large single-use retail development and other major commercial developments.
- Employment**
Major employers, industrial/business parks and industrial support uses.
- South Price Road Campus Employment Corridor**
High-tech campus employment.
- Recreation/Open Space**
Public parks, open spaces, golf courses and recreation facilities.
(Proposed public parks).
- Public Buildings**
Refer to Public Buildings Element Map.
- Schools**
Public elementary, middle, high schools, and community colleges.
Proposed School Site (locations within one mile grid).
- Strip Commercial**
Existing strip commercial, where opportunities may exist to improve streetscape and coordinate access points.
- Airpark Area***
A mix of employment, commercial, residential densities, and open space designed to be compatible with Chandler Municipal Airport.
See Chandler Airpark Area Plan.
- Southeast Chandler Area***
A unique "community" consisting of rural and low density residential land uses that respect and protect the rural/agrarian lifestyles of this area.
See Southeast Chandler Area Plan.
- Santan Freeway Corridor Area***
Mix of uses compatible with the Santan Freeway.
See Santan Freeway Area Plan.
- Gateway Area***
Mix of uses including employment, commercial and residential.

TAB 4

NEW SITE PLAN DESIGNS



Countrywide® NEW FRYE ROAD CAMPUS



SITE PLAN

PROJECT DATA BUILDING & SITE DATA

BUILDING AREAS	AREA FOOTPRINT	# OF FLOORS	TOTAL AREA
BUILDING 2700	61,000 S.F.	3	183,000 S.F.
BUILDING 2710	61,000 S.F.	3	183,000 S.F.
BUILDING 2720	61,000 S.F.	3	183,000 S.F.
BUILDING 2730 (GARAGE)	131,181 S.F.	5	655,905 S.F.
BUILDING 2730 (CENTRAL PLANT)	12,000 S.F.	1	12,000 S.F.
TOTAL	328,181 S.F.		1,218,905 S.F.

SITE AREA	GROSS SITE AREA	NET SITE AREA
	S.F. ACRES	S.F. ACRES
TOTAL	1,046,385 ± 25.16 ±	1,065,016 ± 24.40 ±

LOT COVERAGE (CONSTRUCTION AREA / NET SITE AREA)	ALLOWABLE	PROVIDED
TOTAL BUILDINGS / TOTAL SITE	55%	24.7%

EXISTING ZONING: PD
PROPOSED USE: OFFICE / CAFETERIA
OCCUPANCY: B - (OFFICE) AND S-2 (CENTRAL PLANT & GARAGE)
CONSTRUCTION: 9-B, FULLY SPRINKLERED PER NFPA-13, 2002
BUILDING ALLOWABLE AREA: UNLIMITED AREA, PER IBC SEC. 501.2

REQUIRED PARKING BASED ON GROSS SF

54,000 S.F. / 200 = 270 SPACES REQUIRED

PROVIDED PARKING SPACES

LEVEL	STANDARD SPACE	SPACES PROVIDED	TOTAL
1	341	27	368
2	422	2	424
3	422	2	424
4	424	—	424
5	387	—	387
TOTAL	1,996	31	2,027

2021 TOTAL GARAGE SPACES
1001 TOTAL SURFACE PARKING SPACES
3034 GRAND TOTAL PARKING

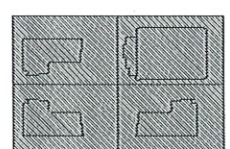
SITE ACCESSIBILITY NOTES

ACCESSIBLE ROUTE/PATH OF TRAVEL RUNNING SLOPE 1:20/5%
GROSS SLOPE 1.50%/2% MINIMUM WIDTH 36" PROVIDE A
FIRM-STABLE-SLIP RESISTANT SURFACE WITH NO CHANGES IN LEVEL
UNLESS A RAMP IS INDICATED.

ASSESSOR PARCEL # 303-24-019-E

BUILDING CODES

2003 INTERNATIONAL BUILDING CODE
2003 INTERNATIONAL MECHANICAL CODE
2003 INTERNATIONAL PLUMBING CODE
2002 NATIONAL ELECTRIC CODE
2003 INTERNATIONAL FIRE CODE
ARIZONA'S NTH DISABILITIES ACT (ADA) ARS-41-1441.31



SITE KEY PLAN

NO.	REVISIONS	DATE
-----	-----------	------

PROJECT NO.:
DATE:
DESIGNED BY:
DRAWN BY: DB
APPROVED BY:

SHEET TITLE:

OVERALL
SITE PLAN

SHEET NO.:

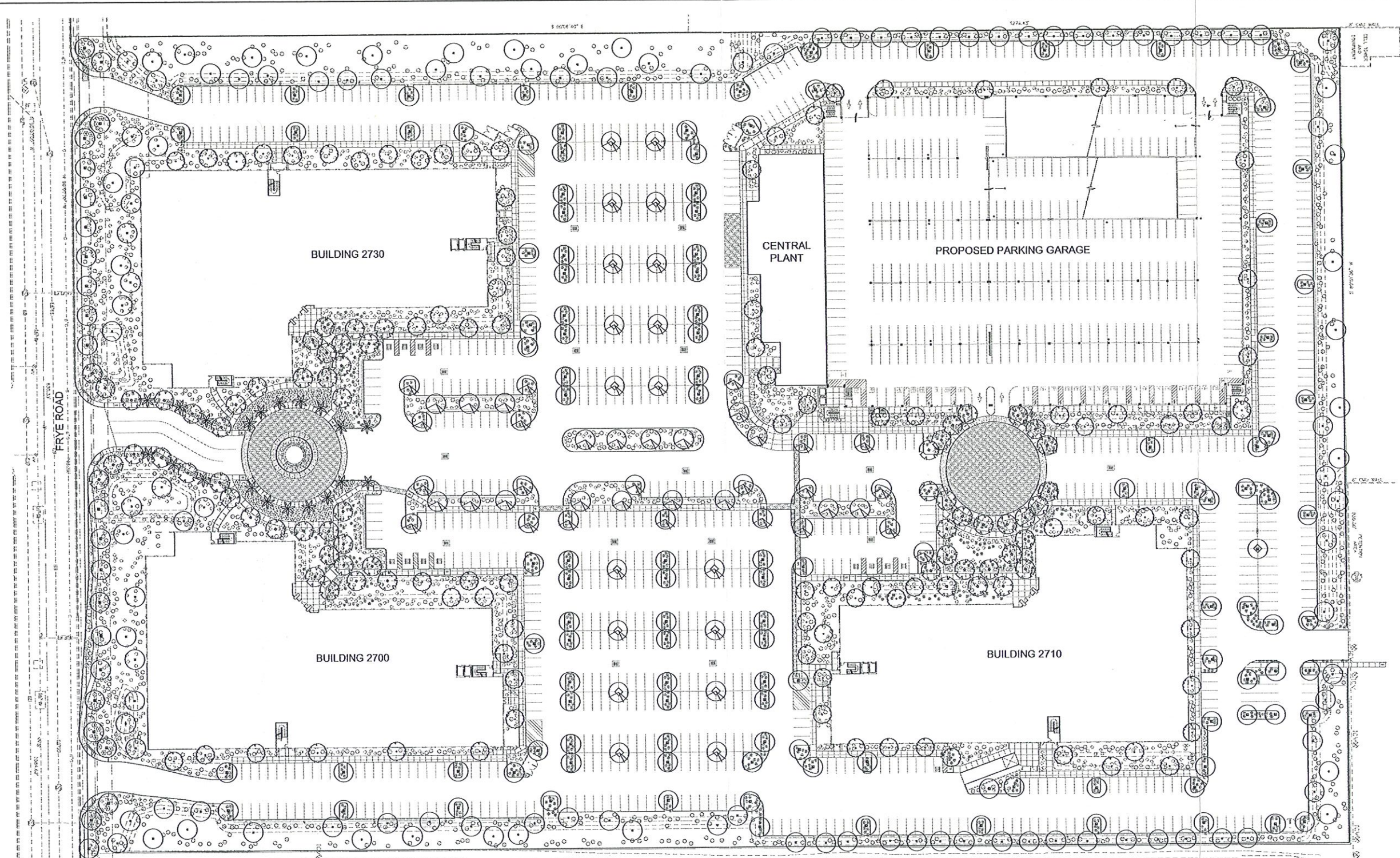
GA1.0

TAB 5

NEW LANDSCAPE PLANS

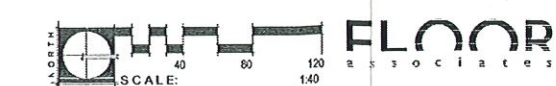


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PLANT LEGEND										
SYM.	BOTANICAL NAME COMMON NAME	SIZE	MIN. HT x W x CAL	QTY.	SYM.	BOTANICAL NAME COMMON NAME	SIZE	SYM.	BOTANICAL NAME COMMON NAME	SIZE
TREES					SHRUBS CONT.			ACCENTS		
	CHILOPSIS LINEARIS 'AZT DESERT AMETHYST' WILLOW	15 GAL MT	5' x 3' x 0.75"	88		EREMOPHILLA MACULATA VALENTINE BUSH	5 GAL		HESPERALOE PARVIFLORA RED YUCCA	5 GAL
	CERCIDIUM 'DESERT MUSEUM' 'DESERT MUSEUM' PALO VERDE	24" BOX MT 48" BOX MT	7' x 4' x 1.00" 14' x 11' x 3.00"	61 4		LEUCOPHYLLUM LANGMANIAE 'RIO BRAVO' SAGE	5 GAL		MUHLENBERGIA CAPILLARIS REGAL W/ST	1 GAL
	DALBERGIA SISSOO SISSOO TREE	15 GAL 24" BOX	7' x 3' x 0.75" 10' x 4' x 1.25"	12 45		LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' SAGE	5 GAL		MUHLENBERGIA RIGENS DEER GRASS	5 GAL
	PHOENIX DACTYLIFERA DATE PALM	20' HT		20		RUELLIA PENINSULARIS BAJA RUELLIA	5 GAL	GROUNDCOVERS		
	PROSOPIS JULIFLORA NATIVE MESQUITE	15 GAL MT 24" BOX MT	5.5' x 3' x 0.50" 7' x 4' x 1.00"	70 49		SALVIA GREGGII AUTUMN SAGE	5 GAL		CONVOLVULUS CNEORUM BUSH MORNING GLORY	1 GAL
	PROSOPIS 'PHOENIX' THORNLESS MESQUITE	15 GAL MT 24" BOX MT 36" BOX MT 48" BOX MT	5.5' x 3' x 0.50" 7' x 4' x 1.00" 10' x 8' x 2.00" 14' x 12' x 3.00"	42 93 8 4		TECOMA STANS VAR STANS ARIZONA YELLOW BELLS	5 GAL		LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA	1 GAL
SHRUBS					ACCENTS				LANTANA 'NEW GOLD' YELLOW MOUNDING LANTANA	1 GAL
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL				AGAVE AMERICAN CENTURY AGAVE	5 GAL		WEDELIA TRILOBATA YELLOW DOTS	1 GAL
	CALLIANDRA ERIOPHYLLA FAIRY DUSTER	5 GAL				AGAVE DESMETTIANA SMOOTH EDGE AGAVE	5 GAL	TOPDRESS		
	ENCELIA FARINOSA BRITTLEBUSH	1 GAL				HESPERALOE FUNIFERA GIANT HESPERALOE	1 GAL		12" MINUS DECOMPOSED GRANITE - GRANITE EXPRESS 480 354.6809 2" MIN. DEPTH IN ALL PLANTING AREAS UNLESS OTHERWISE NOTED. COLOR TBD.	

- NOTES:**
- ALL PLANTING AREAS TO BE WATERED WITH AUTOMAT C IRRIGATION SYSTEM.
 - SIGHT DISTANCE TRIANGLES SHALL BE CLEAR OF LANDSCAPING AND OTHER VISIBILITY OBSTRUCTIONS WITH A HEIGHT GREATER THAN 2 FEET. TREES WITHIN THE TRIANGLES SHALL HAVE A CANOPY THAT BEGINS AT 7 FEET IN HEIGHT UPON INSTALLATION.
 - ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS SET FORTH IN THE AMERICAN STANDARDS OF NURSERY STOCK BY THE AMERICAN ASSOCIATION OF NURSEYMEN AND BY THE ARIZONA NURSERY ASSOCIATION RECOMMENDED TREE SPECIFICATIONS.
 - ALL LANDSCAPING INSTALLED WITH THIS PROJECT SHALL BE MAINTAINED BY CITY.
 - CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF PLANT MATERIAL QUANTITIES.



1425 N. First Street
Second Floor
Phoenix, AZ 85004

602.452.1425 P
602.462.1427 F
farrassassociates.com

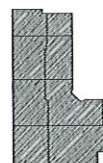
LANDSCAPE
PLAN

SHEET NO.:
L-100

TAB 6

**New Building Floor Plans,
Exterior Elevations and Renderings**

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NEW FRYE ROAD CAMPUS
2730 WEST FRYE ROAD - CHANDLER, AZ

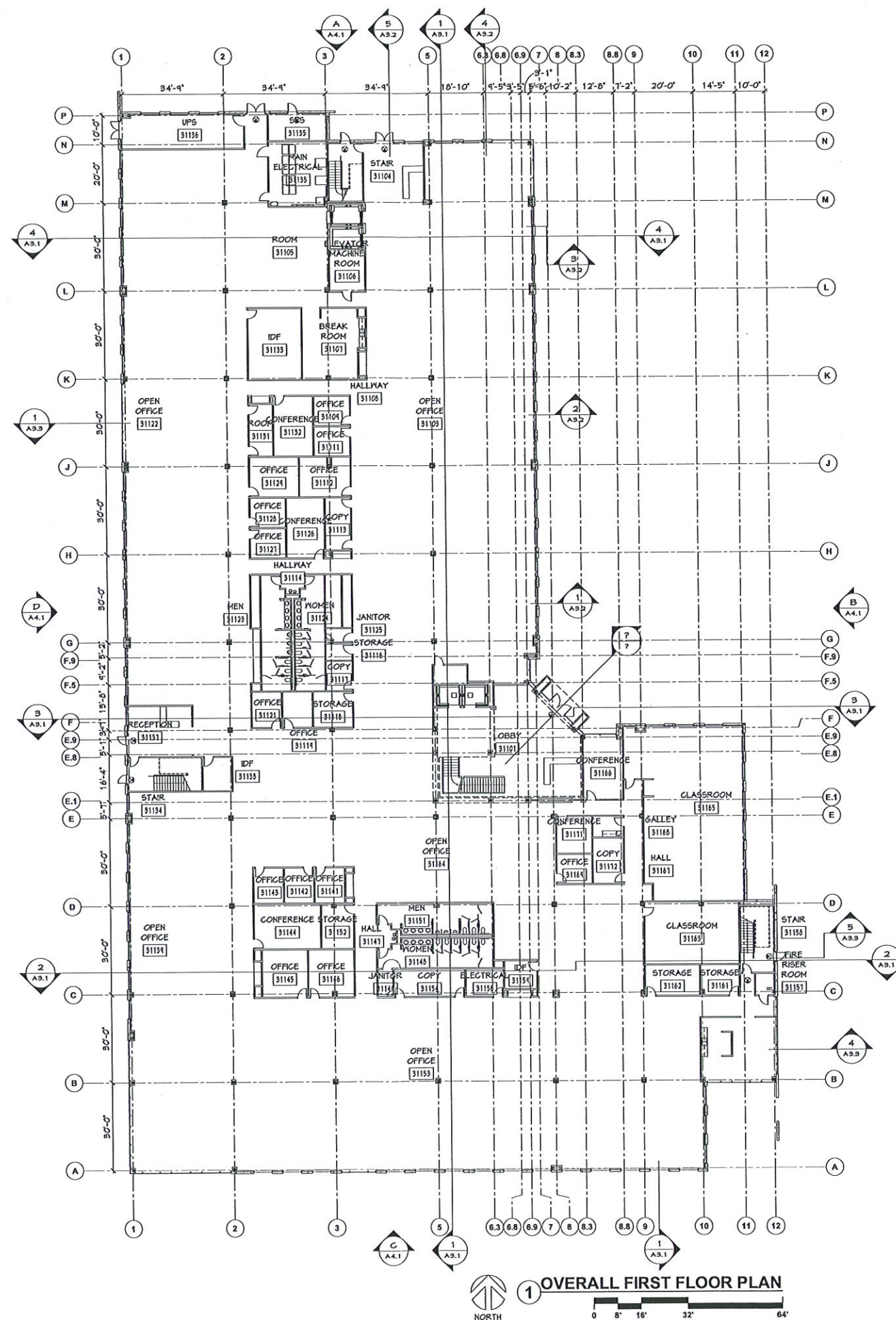


KEY PLAN

NO. REVISIONS DATE

PROJECT NO.: 0606
DATE: 6/11/08
DESIGNED BY: PES
DRAWN BY: CR
APPROVED BY: MRC
SHEET TITLE:
ARCHITECTURAL
2730
OVERALL FIRST FLOOR
PLAN
SHEET NO.:

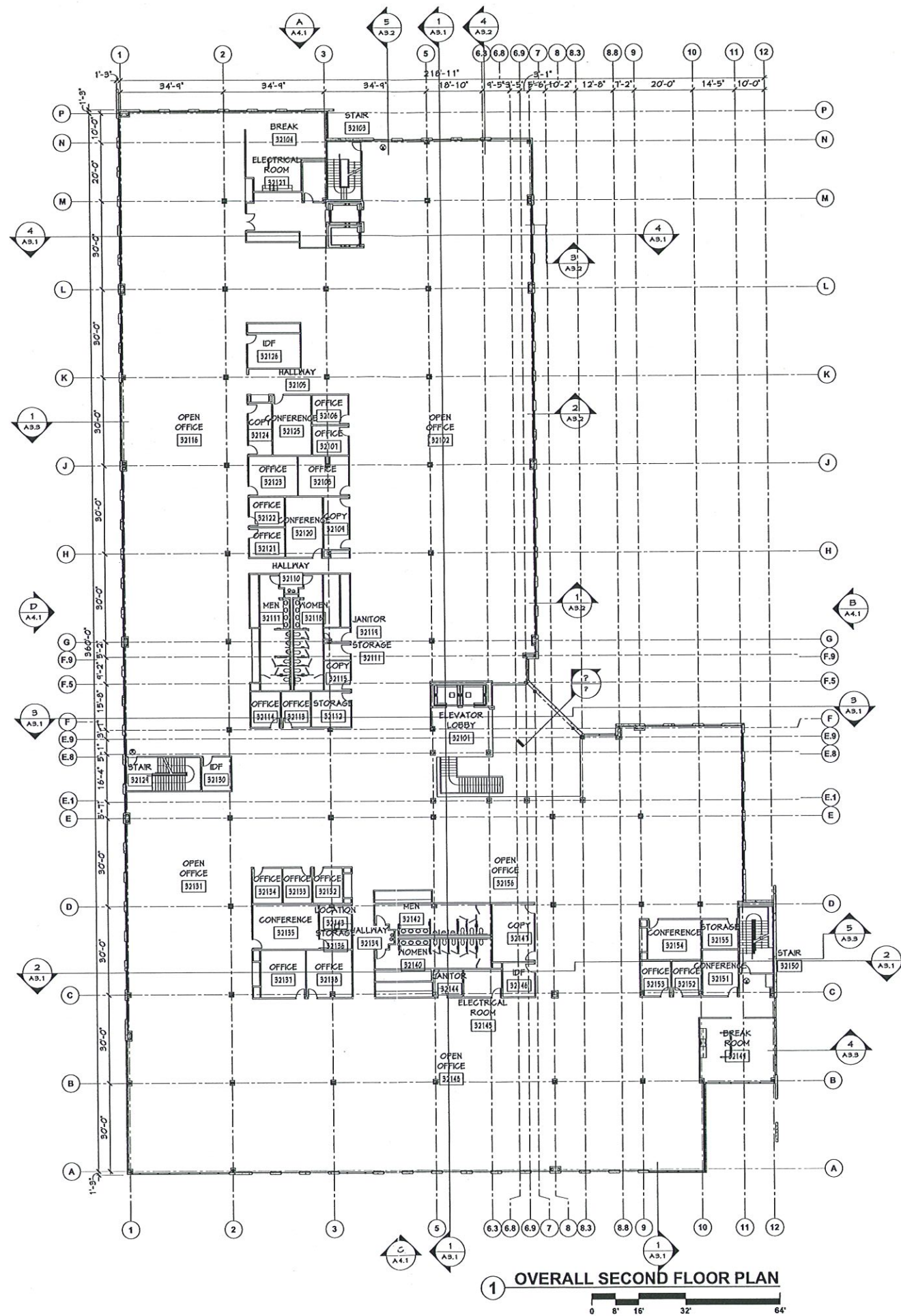
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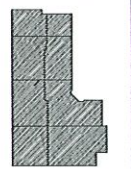


SHEET TITLE:
ARCHITECTURAL
2730
OVERALL SECOND
FLOOR PLAN

A2.2



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NEW FRYE ROAD CAMPUS
2730 WEST FRYE ROAD - CHANDLER, AZ

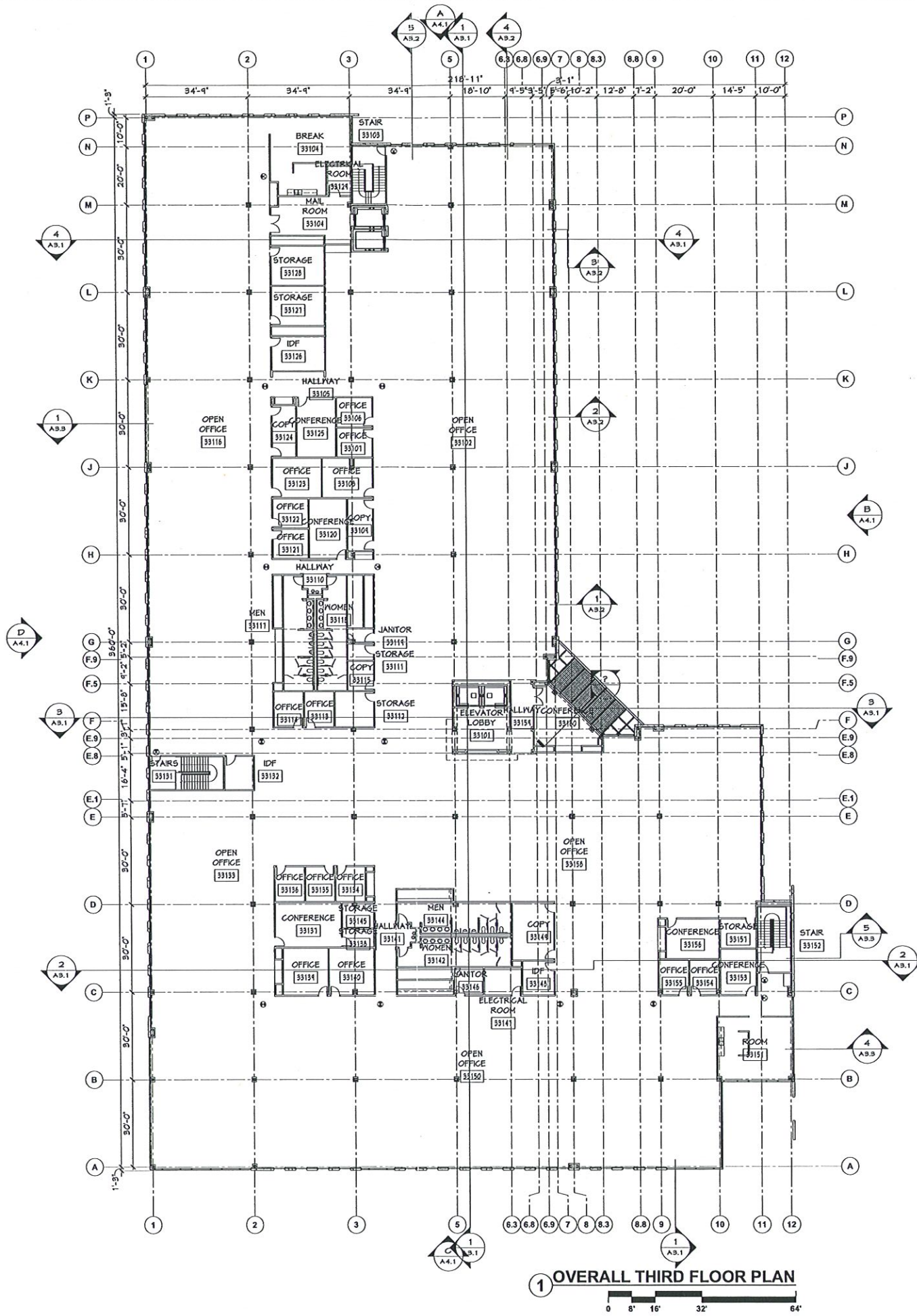


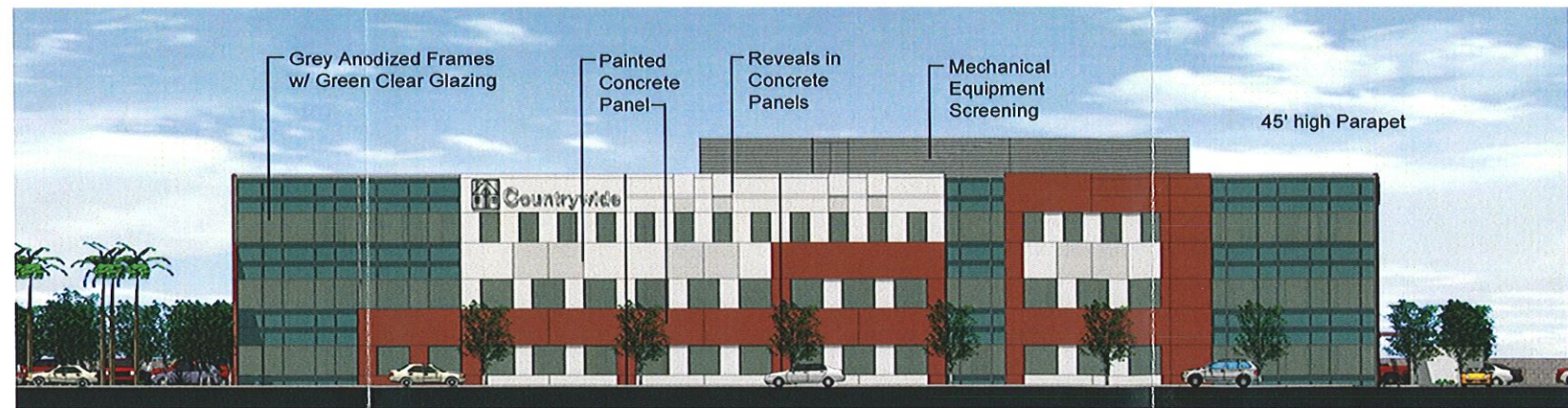
KEY PLAN

NO.	REVISIONS	DATE

PROJECT NO.: 0608
DATE: 6/1/08
DESIGNED BY: PFS
DRAWN BY: GAB
APPROVED BY: MRC
SHEET TITLE:
ARCHITECTURAL
2730
OVERALL THIRD FLOOR
PLAN
SHEET NO.:

A2.3





Front Elevation



west Right Elevation



North Rear Elevation



Left Elevation

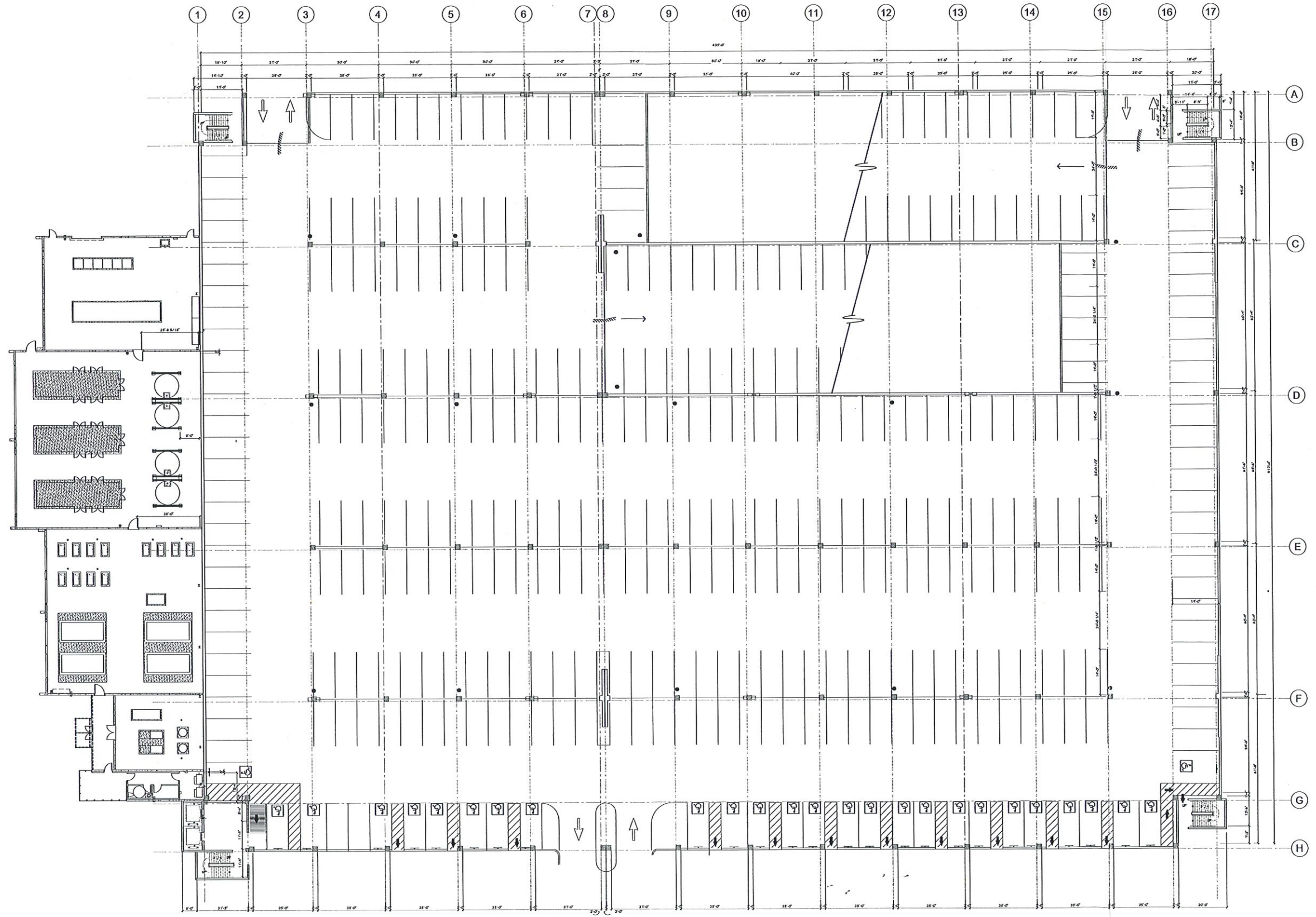




PROJECT NO.: ZSCHEM 0606
GARAGE
DATE: _____
DESIGNED BY: _____
DRAWN BY: DB
APPROVED BY: _____
SHEET TITLE:

BUILDING
GARAGE - FIRST FLOOR
PLAN
SHEET NO.:

20-A2.0



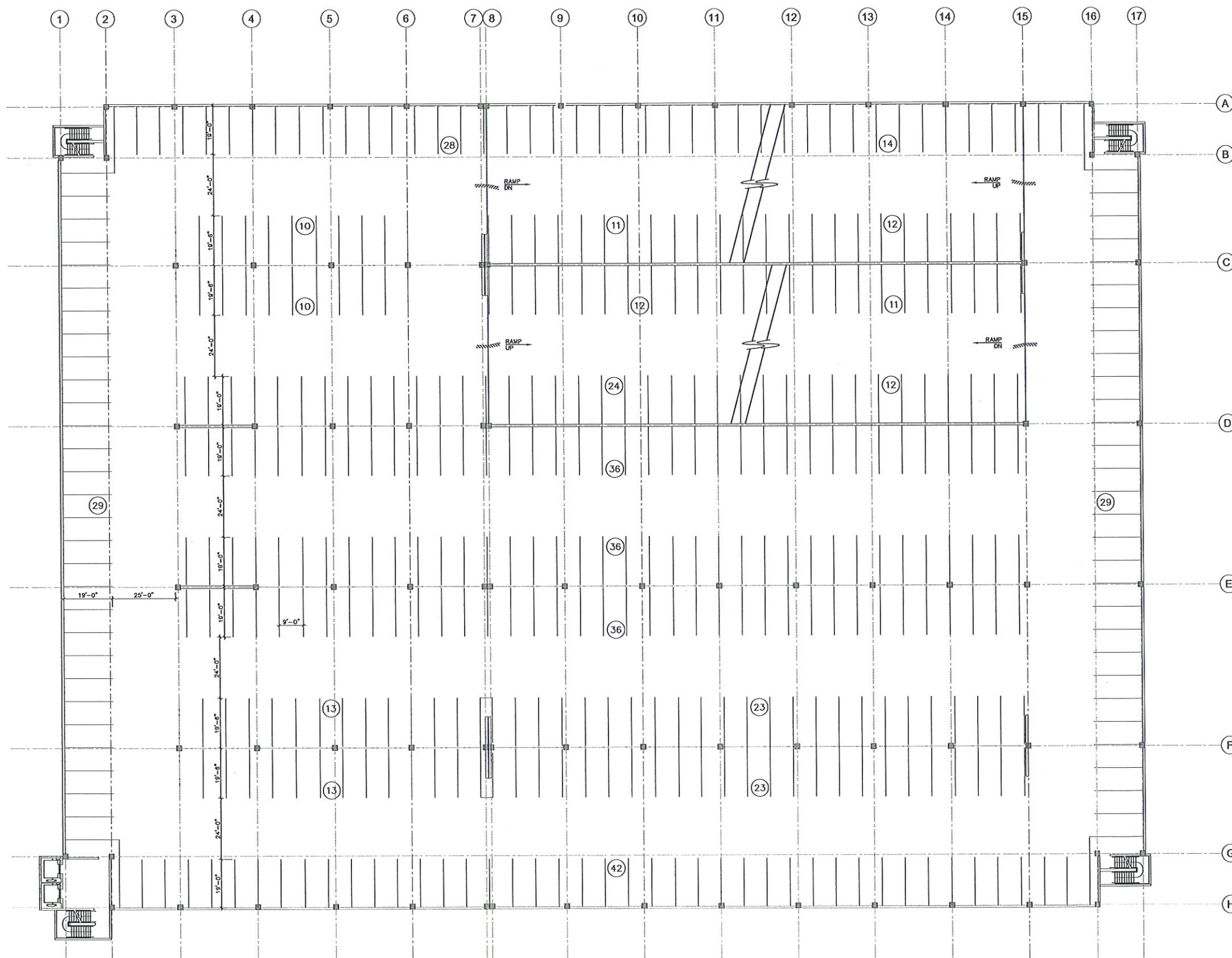
GARAGE FIRST FLOOR PLAN
1/16"=1'-0"



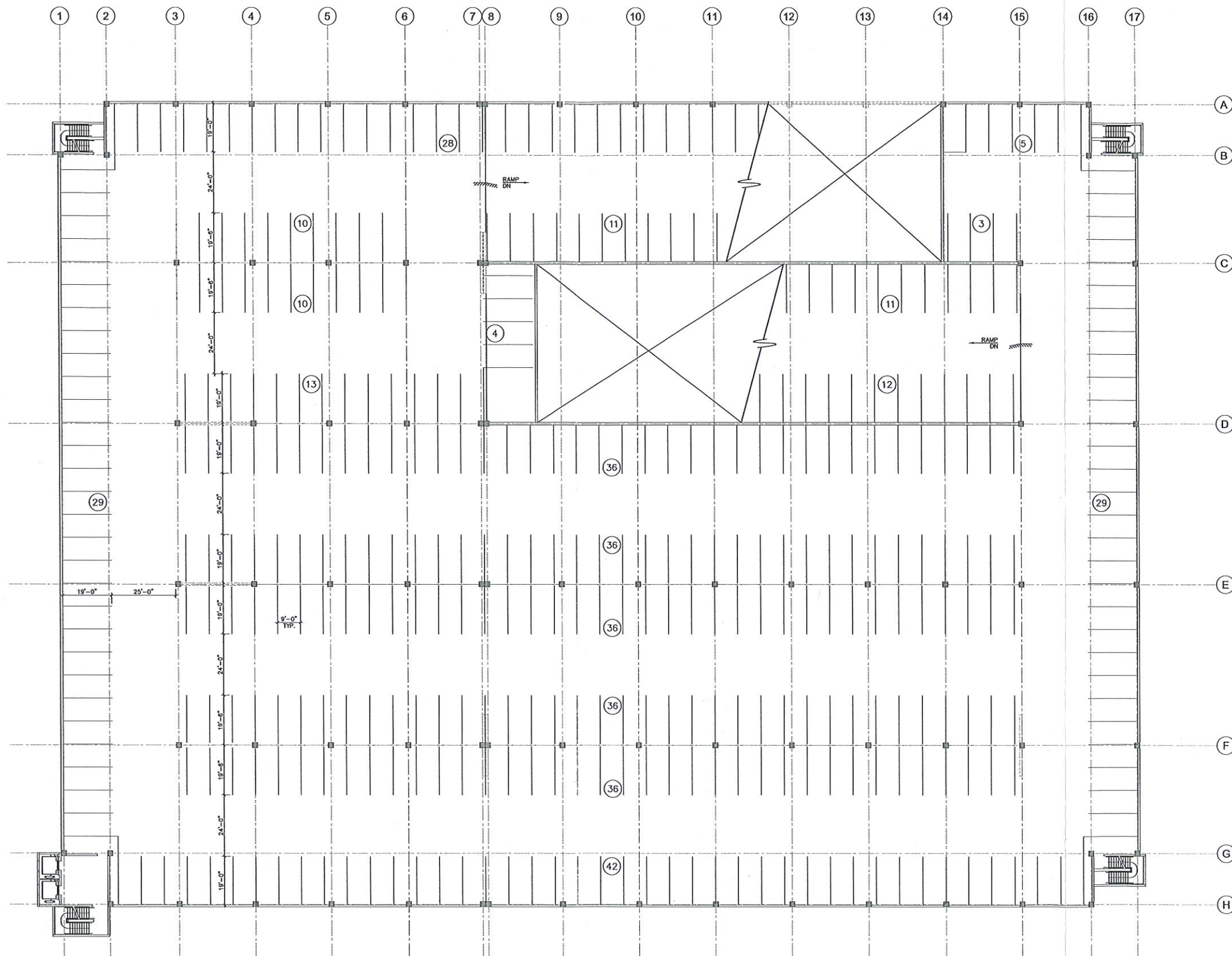
COUNTRYWIDE®
NEW FRYE ROAD CAMPUS

[illegible]

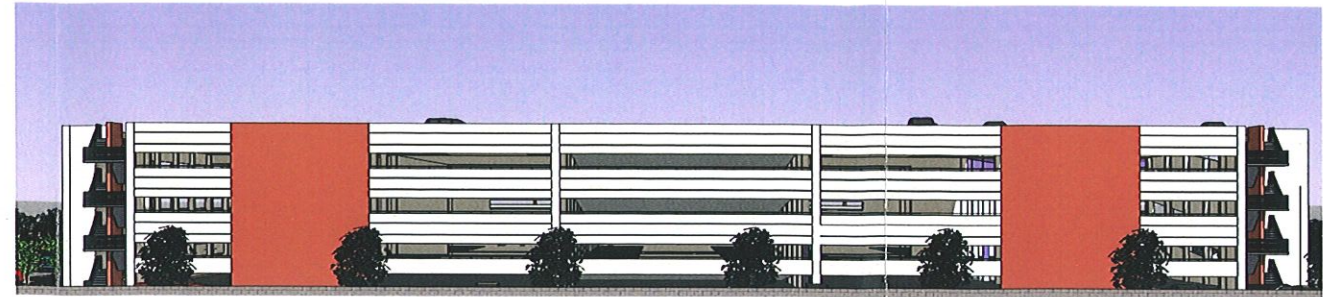
20-A2.1



GARAGE SECOND FLOOR PLAN
1/16"=1'-0"



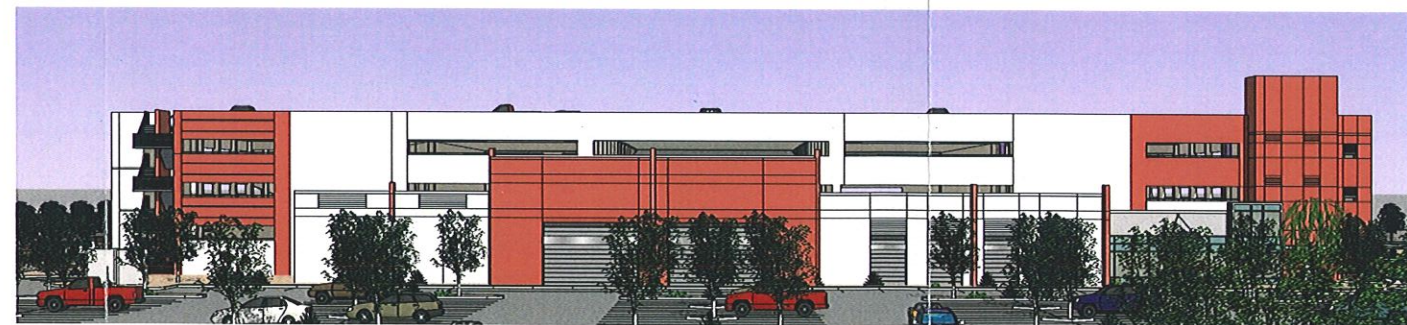
GARAGE FIFTH FLOOR PLAN
1/16"=1'-0"



North Elevation



East Elevation



South Elevation



West Elevation









FRYE ROAD ENTRY LOOKING NORTHEAST



8340 North 18th Street, Suite 101
Phoenix, Arizona 85018
Telephone: (602) 375-4273
Fax: (602) 375-4115
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PDP APPLICATION



NO.	REVISIONS	DATE

PROJECT NO.: 000
DATE: 06/04/08
DESIGNED BY:
DRAWN BY:
APPROVED BY:
SHEET TITLE:

SHEET NO.:



VIEW FROM FRYE ROAD LOOKING NORTHWEST



1340 North 18th Street, Suite 101
Phoenix, Arizona 85016
Telephone: (602) 279-4373
Fax: (602) 279-6110
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Copyright 2008



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PDP APPLICATION



NO.	REVISIONS	DATE

PROJECT NO.: 0808
DATE: 05/05/08
DESIGNED BY: [Signature]
DRAWN BY: [Signature]
APPROVED BY: [Signature]
SHEET TITLE:

SHEET NO.



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 PDP APPLICATION

NO.	REVISIONS

PROJECT NO.: 0806
DATE: 06-05-08
DESIGNED BY: —
DRAWN BY: BMMW
APPROVED BY: —
SHEET TITLE:

SHEET NO. 3



VIEW FROM SITE LOOKING SOUTHWEST TO FRYE ROAD



MAIN ENTRANCE



8340 North 18th Street, Suite 101
Phoenix, Arizona 85018
Telephone: (602) 278-4373
Fax: (602) 278-4115
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PDP APPLICATION



NO.	REVISIONS	DATE

PROJECT NO.: 0000
DATE: 06/24/08
DESIGNED BY: [signature]
DRAWN BY: [signature]
APPROVED BY: [signature]
SHEET TITLE:

SHEET NO.:



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FRYE ROAD CAMPUS
PDP APPLICATION

[illegible]

SHEET NO.:





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PDP APPLICATION

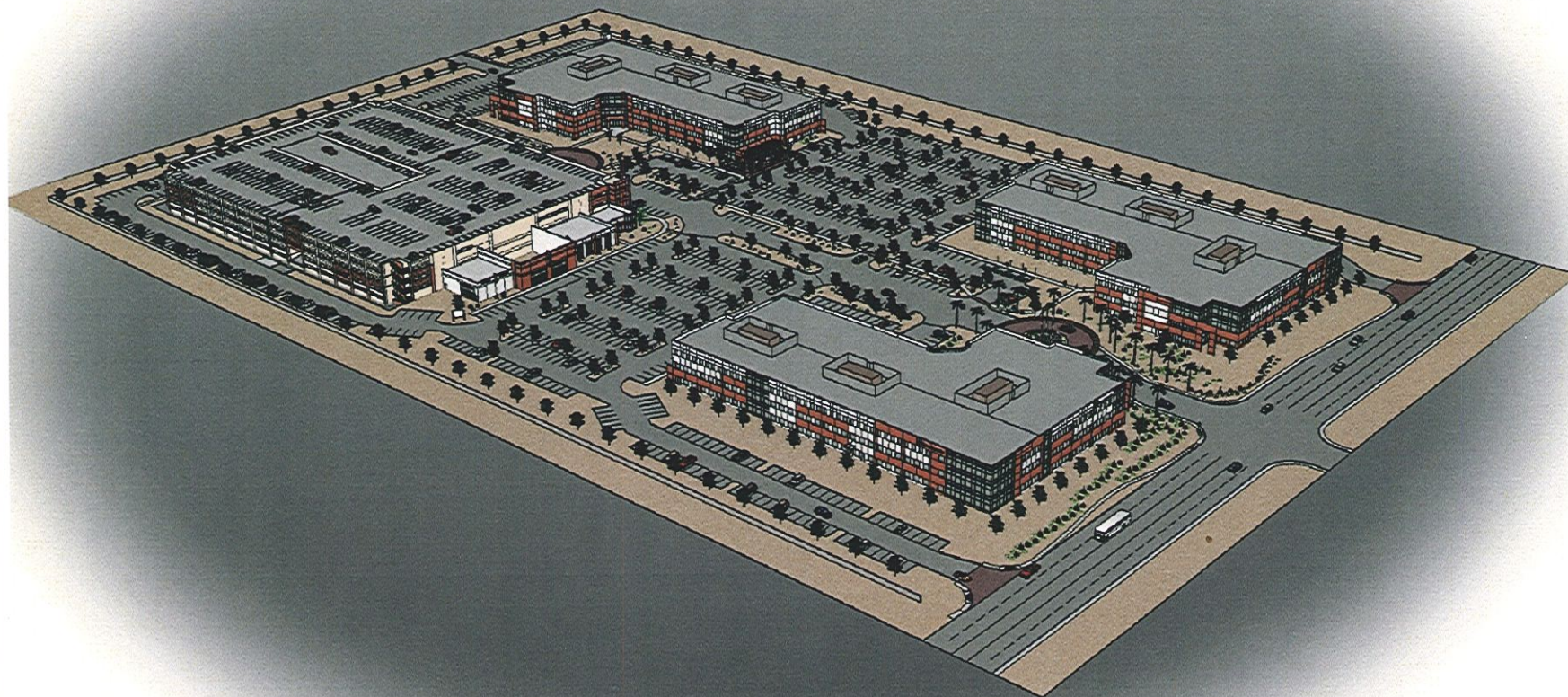


NO.	REVISIONS	DATE
PROJECT NO.:	0808	
DATE:	05-05-06	
DESIGNED BY:	—	
DRAWN BY:	BBW	
APPROVED BY:	—	
SHEET TITLE:		

SHEET NO.:

NO.	REVISIONS	DATE
PROJECT NO.:	0000	
DATE:	06-05-08	
DESIGNED BY:	—	
DRAWN BY:	BMM	
APPROVED BY:	—	
SHEET TITLE:		
SHEET NO.:		





BIRD'S EYE VIEW OF SITE



Arlington Watkins Architects
 1240 North 15th Street, Suite 101
 Phoenix, Arizona 85016
 Telephone: (602) 278-4373
 Fax: (602) 278-8110
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NO.	REVISIONS	DATE

PROJECT NO.: 0000
 DATE: 08-05-08
 DESIGNED BY: ---
 DRAWN BY: ---
 APPROVED BY: ---
 SHEET TITLE:

SHEET NO.:



City Council Memorandum Facilities and Fleet Memo No. CP25-110

Date: May 05, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Michael Hollingsworth, Facilities & Fleet Manager
Daniel Haskins, Capital Projects Division Manager
From: Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject: Professional Services Agreement No. BF2502.201, with LSW Engineers Arizona, Inc., for the Development Services Building HVAC Design Services

Proposed Motion:

Move City Council award Professional Services Agreement No. BF2502.201 to LSW Engineers Arizona, Inc., for the Development Services Building HVAC Design Services, in an amount not to exceed \$138,250.

Background/Discussion:

This project consists of mechanical equipment improvements to the Heating, Ventilation, and Air Conditioning (HVAC) system at the existing Development Services Department and Capital Projects Division building located at 215 E Buffalo St. The current HVAC system includes inadequately sized mechanical equipment that does not provide sufficient heating to the building. To address this condition, the project will evaluate the existing system and include the retrofit or replacement of the existing Variable Air Volume (VAV) air handling units and terminal units, as required.

The project scope of work consists of engineering services in the mechanical, electrical, and structural disciplines to prepare and develop an initial study with proposed solutions, followed by the preparation of construction documents for the improvements, including detailed construction plans and specifications. The agreement completion time is 365 calendar days following the Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the On-Call Consultant Pre-Qualified List for Mechanical, Electrical, Plumbing (MEP) and Related Services. Staff recommends approval of this agreement with LSW Engineers Arizona, 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
441.3210.6210.0.6BF628.0	Public Facility Bonds	Existing City Building Reno/Repairs	\$138,250	Y

Attachments

Agreement

Council Map



**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES
DEVELOPMENT SERVICES HVAC
Project No. BF2502.201
Council Date: May 8, 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 LSW Engineers Arizona, Inc., an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. City proposes to engage Consultant to provide design services for Development Services HVAC project ("Project") as more fully described in Exhibit "A" ("Services"), 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 \$138,250 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: Ivan Magana, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3362 Email: Ivan.Magana@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	LSW Engineers Arizona, Inc.
	Mailing Address:	2333 West Northern Avenue, Ste 9 Phoenix, AZ 85021
	Physical Address:	2333 West Northern Avenue, Ste 9 Phoenix, AZ 85021
	Statutory Agent Name:	Kathryn DeBano-Rhodes, Esq.
	Statutory Agent Mailing Address:	1224 East Manhatton Drive Tempe, AZ 85282-5570
	Statutory Agent Physical Address:	1224 East Manhatton Drive Tempe, AZ 85282-5570
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Rick D'Andrea
	Title:	Vice President
	Phone:	602-249-1320
	Email:	rdandrea@lswphx.com

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

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

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

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

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

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

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

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

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

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

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Agreement by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession

and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

matter is merged and superseded.

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

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

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

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

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

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

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

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

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

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

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

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

"CITY"
CITY OF CHANDLER

"CONSULTANT"
LSW ENGINEERS ARIZONA, INC.

Mayor

 04/14/25

Signature Date

RECOMMENDED BY:



Daniel Haskins, P.E.
CIP City Engineer

Rick D'Andrea
Print Name

Vice President
Title

rdandrea@lswphx.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

March 31, 2025

City of Chandler
PO Box 4008, MS 407
215 E Buffalo Street, Suite 101
Chandler, AZ 85244-4008

Attn: Ivan Magna

Re: City of Chandler Transportation and Development HVAC Upgrades
LSW Proposal No. PR2024-249, Revision 05

Mr. Magna:

We are pleased to offer our engineering services for City of Chandler Transportation and Development HVAC Upgrades in Chandler, Arizona.

PROJECT UNDERSTANDING

This project is understood to consist of a mechanical HVAC study and mechanical equipment replacement design at the approximately 70,000 sqft, two-story with basement, Transportation and Development building.

LSW has been asked to evaluate the mechanical cooling and heating loads of the Transportation and Development building. This is due to concerns that the sixty-one (61) existing Variable Air Volume (VAV) terminal unit electric heaters that serve the Transportation and Development building are inadequately sized. The study will propose solutions to increase the capacity of the electric heaters as necessary and the possibility to add heat into the VAV air handling units. The proposed changes to the VAV electric heaters are anticipated to be included in the subsequent design. The study will be completed in report format.

The equipment replacement design is understood to be the replacement of two (2) VAV air handling units, retrofitting electric heat into seven (7) existing VAV air handling units and replacement of up to sixty-one (61) VAV terminal units with electric heaters.

The new VAV air handling units will include chilled water cooling coils and SCR type electric reheat coils. The new units will be provided with new controls to be connected to the existing building automation system.

The existing VAV air handling units will be retrofitted with SCR type electric heat coils. The location of the coil will be determined during the design phase. The existing units will be provided with new controls to be connected to the existing building automation system.

The new VAV terminal units with electric heaters are intended to be direct replacements for the existing units with minimal modifications to the existing ductwork. Increases to the VAV terminal unit electric



heaters will be based on the results of the load calculations and limited to the total electrical capacity of the facility. The new VAV terminal units will be provided with new SCR type electric heaters and new controls to be connected to the existing building automation system.

Background floor plan drawings will be created in AutoCAD format for the areas affected by this design. The project delivery system is understood to be Design-Bid-Build.

Our mechanical and electrical engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.

It is our understanding that the design of this project will include five (5) deliverables as defined below.

Mechanical HVAC Study

1. Prepare a study of the existing mechanical cooling and heating equipment that includes the following:
 - a. Nine (9) VAV air handling units.
 - b. Sixty-one (61) VAV terminal units with electric heat.

Design Development

1. Prepare as-built background drawings showing existing walls and equipment with approximate locations and sizes. The as-built drawings will include the following:
 - a. Room locations with approximate dimensions.
 - b. Existing mechanical equipment locations and dimensions.
 - 1) Nine (9) VAV air handling units.
 - 2) Sixty-one (61) VAV terminal units with electric heat.
 - c. Existing electrical equipment locations and dimensions for equipment affected by this scope of work.
 - d. Existing mechanical duct and pipe routing.
2. Prepare design development drawings showing all main engineering systems equipment locations and sizes. Equipment weights will be shown as needed for the Structural Engineer. The drawings will also include the following:
 - a. Routing of mechanical duct mains to be modified as part of this project.
 - b. Mechanical zoning layout and thermostat locations for review.
 - c. Mechanical equipment schedules with capacities.
3. Prepare a Table of Contents of the engineering specifications.



95% Construction Documents (Owner Review)

1. Completion of the engineering design drawings.
2. Completion of the engineering specifications.

100% Construction Documents (Permit Submittal)

1. Finalizing the design drawings and specifications addressing the Owner comments.

City Development Services Comments (Permit Resubmittal)

1. Revise permit submittal drawings based on Plan Review comments and provide a comment response letter (if applicable).

PROJECT SCHEDULE

The project schedule is understood to be as described below. The schedule will be initiated once the contract has been formally accepted, a site investigation has been completed, and existing documentation has been provided by the client.

Any deviations from this schedule must be agreed upon and documented by both LSW and the City of Chandler. Deviations caused by LSW or the City of Chandler that delay the project design by two weeks or more shall require the party responsible to revise and submit an adjusted schedule for review. Such an adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. The party submitting the adjusted schedule must take all reasonable actions necessary to get the project back on schedule.

1. Mechanical HVAC Study: 4 Weeks
 - a. City of Chandler (Owner) Review: 2 Weeks
2. Design Development: 4 Weeks
 - a. City of Chandler (Owner) Review: 2 Weeks
3. 95% Construction Documents: 10 Weeks
 - a. City of Chandler (Owner) Review 2 Weeks
4. 100% Documents: 4 Weeks
5. City Development Services Review: 6 Weeks
6. City Development Services Comment Revisions (if required): 3 Weeks
7. 2nd City Development Services Review (if required): 6 Weeks
8. Bid and Award: 12 Weeks



SCOPE OF WORK

Mechanical

The mechanical scope for this project is anticipated to include:

1. Complete heating, cooling, and ventilation load calculations.
2. Design to replace two (2) variable air volume (VAV) air handling units with chilled water cooling coil, electric heat, all associated modifications to ductwork, and controls.
3. Design to revise seven (7) existing variable air volume (VAV) air handling units with electric reheat. It is assumed that the existing mechanical air handling units cooling capacities are adequate for this project and design to increase the system capacity is limited to the electric heat coils.
4. Design to replace sixty-one (61) variable air volume (VAV) terminal units with electric heat, all associated modifications to ductwork, and controls.

Electrical

The electrical scope for this project is anticipated to include:

1. Design of the electrical power distribution for this project, including connection to the replacement VAV air handling units, retrofitted VAV air handling unit electric heaters, and VAV terminal units. Our design includes connection to the existing power distribution system within this facility. It is assumed that the existing power distribution system is adequate for this project and design to increase the capacity, modify or replace this system is not assumed as part of the scope of this project.



GENERAL

Our scope will include the following general engineering services for the project:

1. Review Owner/Client provided as-built documentation pertaining to this project.
2. Perform up to two (2) full day site investigations to observe the systems associated with this project (site investigation is limited to accessible areas only).
3. Attend up to four (4) 1-hour meetings and twelve (12) 30-minute bi-weekly meetings during the design phase of this project. Meetings are anticipated to be held virtually.
4. Design using AutoCAD. It is anticipated that we will create background drawings based on Owner provided PDF floor plan documents.
5. Provide one final report in electronic portable document format (PDF) at the completion of the study.
6. Provide one set of drawings in electronic portable document format (PDF) at each intermediate deliverable.
7. Provide one set of specifications in electronic portable document format (PDF) at each intermediate deliverable as defined above.
8. Provide one final set of signed and sealed drawings in electronic portable document format (PDF) at the completion of design.
9. Provide one final set of signed and sealed specifications in electronic portable document format (PDF) at the completion of design.
10. Submit construction documents for initial review and up to one (1) additional review to the City of Chandler Development Services to obtain a building permit. All associated fees will be paid by the City of Chandler. LSW does not include permit review fees as part of this scope.
11. Our bid phase services will include attendance at the Pre-Bid Meeting.
12. Allowances beyond the listed scope of work must be documented and approved by the City of Chandler prior to any associated work.



PROFESSIONAL FEE

Our fee for the work outlined above is a lump sum amount as described in **Exhibit A: Professional Fee Structure**.

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense, including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

This fee does not include plotting or printing of sets of our drawings or other discipline's drawings for interprofessional coordination or distribution.

This fee is quoted on a lump sum basis. The breakdown of the fee into phases or tasks is for your convenience. The fee will be billed 100% at the end of the project, unless the scope of the project is changed by written agreement.

CLIENT SERVICES

Services requested of the Client and/or Owner include the following:

1. Provide the following as required to assist us in the site investigation of existing conditions: facility access and an escort, ladders or other means to access overhead systems and equipment, and authorization for the use of cameras.
2. Provide copies of the existing construction documents.
3. Provide access to the building maintenance staff to answer questions.
4. Provide the following building and Owner information:
 - a. Building Occupancy Classification.
 - b. Building Construction Type.
 - c. Building Hazard Classification.
 - d. Building Seismic and Risk Category.



EXCLUSIONS

1. Cost estimating.
2. Meetings or virtual meetings beyond those listed.
3. Mechanical design to modify or replace chilled water central plant equipment.
4. Electrical demand load readings.
5. Plumbing system design.
6. Technology system design.
7. All work associated with LEED certification of the project.
8. Building Information Modeling (BIM) beyond an LOD-200 or clash-free modeling.
9. Building energy consumption calculations or modeling.
10. Documenting energy code compliance of the building envelope or other systems not in our scope of services described above.
11. Utility company energy rebate data collection and/or submission.
12. Life cycle cost analysis.
13. All support or coordination work associated with an independent Commissioning Agent.
14. Functional testing or commissioning services.
15. Value engineering services or scope changes to the design after completion of the associated design development documents.
16. Any design services caused by scope changes.
17. Preparation of the electrical coordination or power system study.
18. Work in relation to the delinquency or insolvency of the Contractor(s).



ADDITIONAL SERVICES

Additional services will be performed on a separate fixed fee contract as approved by the City of Chandler. Written approval from the City of Chandler must be provided to LSW prior to any additional services.

This proposal is effective for not more than 30 days.

LSW accepts the AIA B201 contract and requests that you prepare this document reflecting the terms and conditions of this proposal for our mutual execution prior to our beginning work.

We appreciate this opportunity and look forward to working with your firm on this project.

Regards,

LSW ENGINEERS ARIZONA, INC.

A handwritten signature in black ink that reads "Patrick Joaquim". The signature is fluid and cursive, with the first name "Patrick" and last name "Joaquim" clearly legible.

Patrick Joaquim, P.E., QCxP
Associate Vice President
PJJ:rjd:mw

EXHIBIT "B"
COMPENSATION AND FEES

Exhibit A: Professional Fee Structure

March 31, 2025



Proposal No.: PR2024-249, R05

Project Name: City of Chandler Transportation and Development HVAC Upgrades

Task Description	Task ID	Task Total
Mechanical HVAC Study		% of Total Fee: 12.4%
As-built Document Review	5	\$ 2,580.00
Site Investigation	10	\$ 4,560.00
Mechanical HVAC Load Calculations	11	\$ 4,560.00
Mechanical HVAC Study	15	\$ 5,380.00
Sub-totals		\$ 17,080.00
Design Phase Services		% of Total Fee: 56.8%
Design Development	20	\$ 16,100.00
95% Construction Documents (Owner Review)	30	\$ 40,150.00
100% Construction Documents (Permit Submittal)	31	\$ 14,000.00
City Development Services Comments (Permit Resubmittal)	32	\$ 8,280.00
Sub-totals		\$ 78,530.00
Construction Phase Services		% of Total Fee: 1.9%
Bid Phase Services	50	\$ 2,640.00
Sub-totals		\$ 2,640.00
Allowances		% of Total Fee: 28.9%
Structural Engineering Allowance	81	\$ 30,000.00
Owner's Allowance	82	\$ 10,000.00
Sub-totals		\$ 40,000.00
Engineering Services Grand Total		\$ 138,250.00

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
 - 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
 - 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
 - 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
 - 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
 - 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

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

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

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

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

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

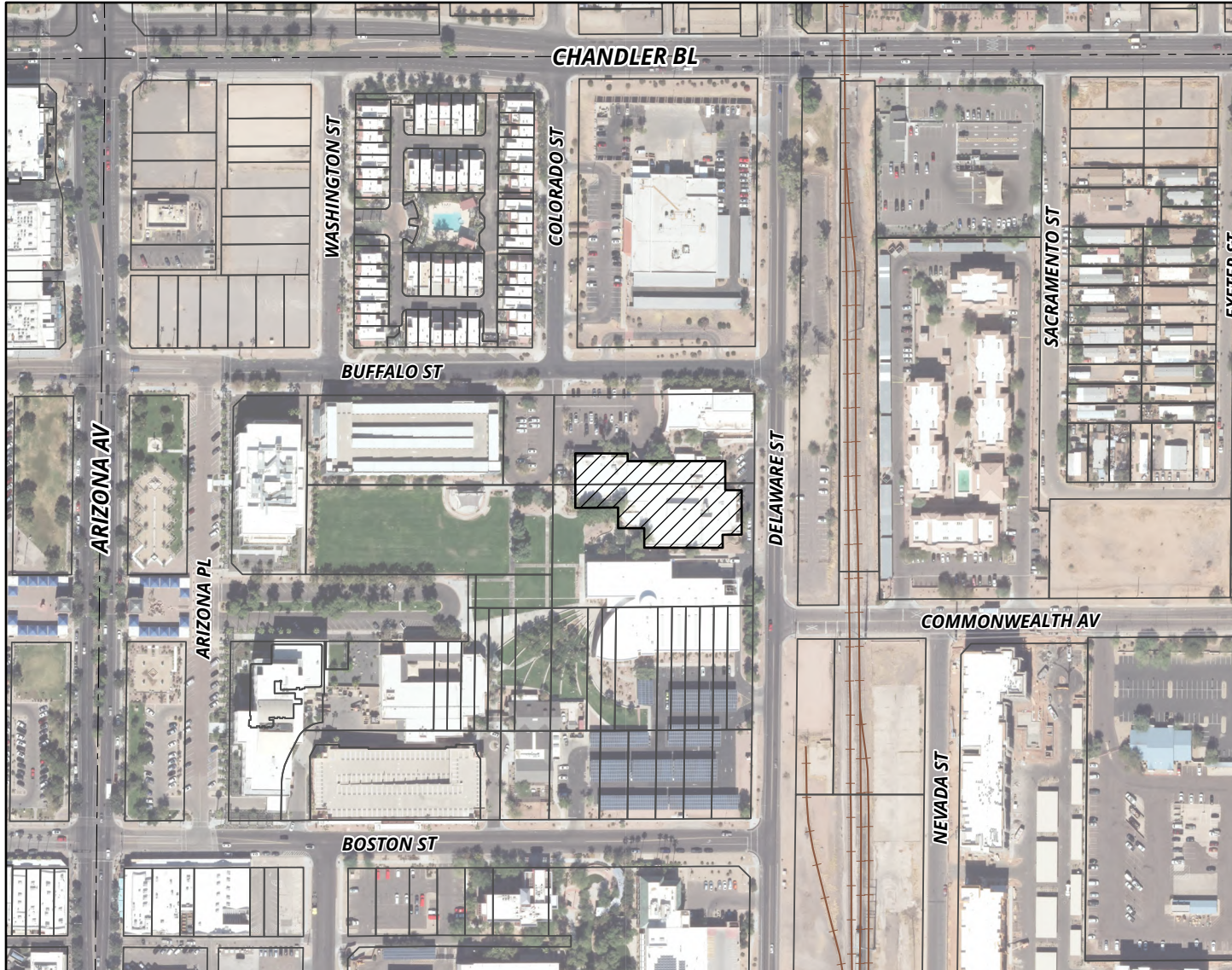
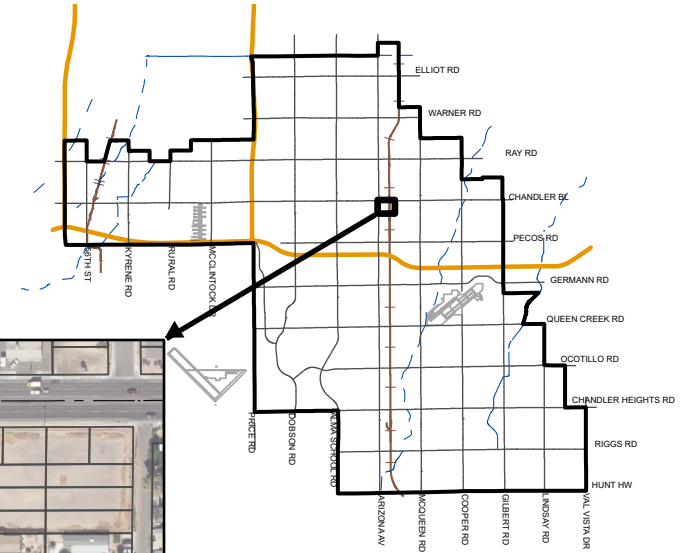
Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

N/A

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

DEVELOPMENT SERVICES HVAC BF2502.201



MEMO NO. CP25-110

 PROJECT LOCATION



City Council Memorandum Management Services Memo No. 25-094

Date: May 05, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 12, Restaurant Liquor License Application for Larry Warren White, Jr, Agent, Warren's Supper Club, LLC, DBA Warren's Supper Club

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 333496, a Series 12, Restaurant Liquor License, for Larry Warren White, Jr, Agent, Warren's Supper Club, LLC, DBA Warren's Supper Club, located at 1040 N. 54th Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307989.

Discussion:

This application for a liquor license was posted for hearing on May 8, 2025.

Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation will be within 60 days allowing the applicant to proceed with their new liquor license application process.

The Police Department reports no objections to the issuance of this license, and no written protests. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan



City Council Memorandum Police Memo No. 25-039

Date: May 05, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Melanie Smith, Senior Management Analyst
Subject: Resolution No. 5901 Approval and Acceptance of the 2024 Edward Byrne Justice Assistance Grant

Proposed Motion:

Move City Council pass and adopt Resolution No. 5901 accepting and approving the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2024 Local Solicitation in the amount of \$39,518; authorizing the Mayor and City Attorney to sign the required certifications; and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Background/Discussion:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides states, tribes, and local governments with flexible funding to support a broad range of activities aimed at preventing and controlling crime based on local needs and priorities. As the primary provider of federal criminal justice funding to state and local jurisdictions, the JAG Program awards funds based on a statutory formula that considers violent crime and population statistics.

The Chandler Police Department (CPD) has been a recipient of JAG funding since 2005. For 2024, the City of Chandler has been awarded \$39,518.

The 2024 JAG project will support CPD operations by funding critical law enforcement tools. In July 2024, CPD launched the Real Time Operations Center (RTOC), a centralized technology hub designed to provide first responders and investigators with real-time information. A key component of the RTOC is the

integration of cameras and real-time alert systems.

To enhance these capabilities, CPD proposes to utilize JAG funds to expand the use of BriefCam, an advanced video analytics tool. BriefCam reduces the time required to review video footage from hours to minutes by making video content searchable, filterable, and quantifiable. It also provides real-time notifications to the RTOC, improving situational awareness and response times.

This project will allow CPD to increase the number of cameras integrated into the BriefCam system. The software can overlay existing camera infrastructure and generate alerts based on customized criteria. This capability will significantly assist investigators by dramatically reducing video review times from potentially hours of footage to just minutes, thereby expediting investigations and improving overall efficiency.

Financial Implications:

There are no matching dollars required for this program.

Attachments

FY 2024 JAG Allocations

Resolution No 5901 JAG 2025

2024 Arizona Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
AZ	COCONINO COUNTY	County	*	
AZ	FLAGSTAFF CITY	Municipal	\$25,383	\$25,383
AZ	MARICOPA COUNTY	County	\$95,489	
AZ	MESA CITY	Municipal	\$157,554	
AZ	PHOENIX CITY	Municipal	\$961,159	\$1,214,202
AZ	PIMA COUNTY	County	\$65,321	
AZ	TUCSON CITY	Municipal	\$285,556	\$350,877
AZ	YUMA COUNTY	County	\$12,704	
AZ	YUMA CITY	Municipal	\$37,964	\$50,668
AZ	AVONDALE CITY	Municipal	\$26,296	
AZ	BUCKEYE CITY	Municipal	\$12,951	
AZ	CASA GRANDE CITY	Municipal	\$25,383	
AZ	CHANDLER CITY	Municipal	\$39,518	
AZ	GILA COUNTY	County	\$13,074	
AZ	GILA RIVER INDIAN COMMUNITY	Tribal	\$20,623	
AZ	GILBERT CITY	Municipal	\$23,533	
AZ	GLENDALE CITY	Municipal	\$83,378	
AZ	GOODYEAR CITY	Municipal	\$13,937	
AZ	MOHAVE COUNTY	County	\$16,207	
AZ	NAVAJO NATION	Tribal	\$60,831	
AZ	PEORIA CITY	Municipal	\$33,573	
AZ	PINAL COUNTY	County	\$21,485	
AZ	PRESCOTT CITY	Municipal	\$14,110	
AZ	SALT RIVER TRIBAL	Tribal	\$29,675	
AZ	SAN CARLOS APACHE	Tribal	\$51,087	
AZ	SCOTTSDALE CITY	Municipal	\$35,398	
AZ	SURPRISE CITY	Municipal	\$15,023	
AZ	TEMPE CITY	Municipal	\$76,347	
AZ	TOHONO O'ODHAM NATION	Tribal	\$13,789	
AZ	WHITE MOUNTAIN APACHE TRIBE	Tribal	\$31,748	
AZ	YAVAPAI COUNTY	County	\$18,773	
	Local total		\$2,317,869	

RESOLUTION NO. 5901

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AND APPROVING THE AWARD OF THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) IN THE AMOUNT OF \$39,518

WHEREAS, the Office of Justice is awarding grant funds for the Edward Byrne Justice Assistance Grant to assist efforts to support Law Enforcement, and

WHEREAS, the City of Chandler, through its Police Department, wishes to accept the award from the Office of Justice;

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

Section I. THAT approval is granted for the Chandler Police Department to accept the award under the Edward Byrne Justice Assistance Grant from the Office of Justice.

Section II. THAT the Chief of Police is authorized to sign the Grant and any Amendments and is appointed agent for the City of Chandler to administer, execute and submit all documents and any other necessary instruments in connection with said program.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5901 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the ____ day of May, 2025.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EPW

**City Council Memorandum Police Memo No. N/A**

Date: May 05, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Michelle Potts, Police Communications Technology Senior Manager
Subject: Purchase of Fixed Camera Automated License Plate Reader (ALPR) Solution

Proposed Motion:

Move City Council approve the purchase of fixed camera automated license plate reader (ALPR) solutions, from Flock Group, Inc., utilizing the City of Tempe Contract No. T21-119-01, in an amount not to exceed \$114,356.

Background/Discussion:

Public safety agencies across the nation increasingly recognize the critical value of high-tech security solutions, particularly license plate reader (LPR) technology. In the East Valley, jurisdictions have implemented LPR technology to bolster crime prevention and investigation efforts.

In March 2024, the Chandler Police Department installed 14 fixed-camera ALPR devices to pilot this technology. These cameras use advanced computer technology to capture and compare digital images of license plates. The collected information assists in the identification and recovery of stolen vehicles, stolen license plates, the location of wanted persons, and the investigation of vehicles or persons connected to official police cases. For example, from January through March 2025, the ALPR system generated 1,936 alerts for critical issues including stolen vehicles or license plates, missing or endangered adults, missing children, and active warrants. These alerts have translated into real-time support for field operations and successful outcomes.

Due to the success of the pilot, the Chandler Police Department now proposes to

expand its program with the purchase of 26 additional devices and ongoing standard support.

According to the International Association of Chiefs of Police, over 70% of crimes involve a vehicle, making the license plate the most crucial piece of evidence for law enforcement. ALPR technology provides a proactive approach to crime prevention by delivering real-time, actionable evidence, such as alerts for stolen plates or unauthorized vehicles. Unlike traditional, reactive security measures, these cameras offer 24/7 surveillance, overcoming the limitations of human monitoring and ensuring that vital evidence is available to quickly and effectively apprehend suspects.

The Flock Safety platform offers enhanced search capabilities beyond just license plates, allowing users to search by vehicle color, make, model, and other identifiable features. Importantly, Flock Safety’s technology is designed to prioritize privacy rights by focusing solely on vehicle and plate information, without collecting personal identifiers such as facial recognition data. This balance strengthens community safety while respecting individual privacy.

License plate data is vital in directing investigations, helping law enforcement identify vehicle owners, trace criminal activity, and recover stolen vehicles. By providing objective, verifiable information, ALPR systems help reduce investigative bias and minimize the risk of false identifications.

Evaluation:

The City of Tempe competitively solicited and awarded a contract for fixed camera automated license plate reader (ALPR) solutions to Flock Group, Inc. The City of Chandler has an agreement with the City of Tempe for the cooperative use of its contracts. The City of Tempe contract is valid through September 30, 2027.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2061.6314	General Fund	N/A	\$114,356.00	N



City Council Memorandum Public Works & Utilities Memo No. CP25-098

Date: May 05, 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. ST2404.501, SRP Contract No. 4224287, with Salt River Project (SRP), for the Willis Road (Vine Street to 1,700 Feet East) Improvements Design Services

Proposed Motion:

Move City Council award Professional Services Agreement No. ST2404.501, SRP Contract No. 4224287, to SRP, for the Willis Road (Vine Street to 1,700 Feet East) Improvements Design Services, in an amount not to exceed \$236,577.

Background/Discussion:

The Willis Road (Vine Street to 1,700 Feet East) Improvement project includes completing the south half of Willis Road, generally located between Alma School Road and Arizona Avenue, with asphalt pavement, curb, gutter, sidewalk, streetlights, and utility relocations. Utility relocation and undergrounding include 12.5 kilovolt lines along the south side of Willis Road.

As part of the project, SRP will provide professional services for the design of its affected electrical facilities. SRP has provided a conceptual design and construction project estimate of \$236,577.

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
411.3310.6517.0.6ST719	GO Bonds	Collector Street Improvements	\$236,577.00	Y

Attachments

Agreement

Location Map



Design Services Contract (Municipal – Distribution)

Customer Construction Services
SRP XCT-320
P.O. Box 52025
Phoenix, AZ 85072-2025

Contract #: 4224287
Issue Date: 02/21/2025

ATTN: WARREN WHITE
CITY OF CHANDLER

SRP Contact: Ranay Toledo
Contact Phone: 602-236-4988
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 WILLIS RD AND VINE ST CONV	Work Order #:	T3626614
Location:	WILLIS ROAD AND VINE STREET, CHANDLER	Municipality Job #:	ST2404401

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:	\$236,577.00
Comments:	Customer to install approximately 1,500 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 3 three phase pad mounted device(s). SRP to install approximately 2 riser(s). SRP to install approximately 6,450 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

Printed Name: Daniel Haskins

Date: 3/23/2025

Title: CIP City Engineer

For SRP:

Authorized Signature: _____

Printed Name: William Howard

Date: _____

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.: **ST2404.501**

City Project Name: **Willis Road – Vine Street to 1,700 feet East Improvements**

SRP Project Name: **CUS UE CH WILLIS RD AND VINE ST CONV**

SRP Job Work Order No.: **T3626614**

Job Location: **WILLIS ROAD AND VINE STREET, 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: 3/21/2025

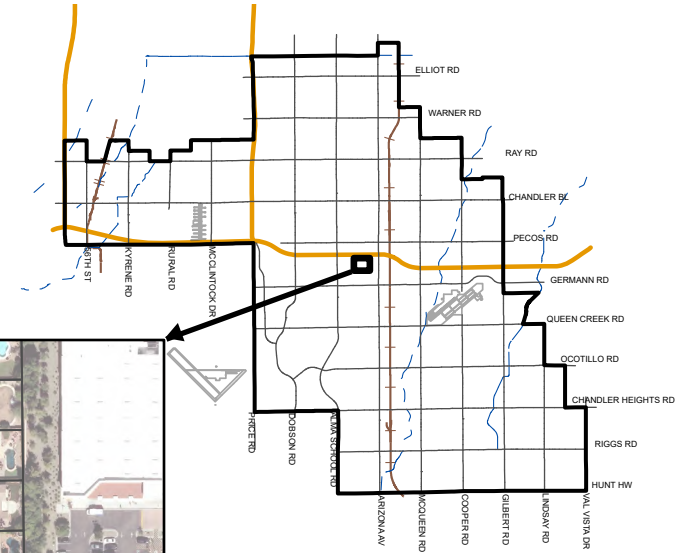
Printed Name: Daniel Haskins, P.E.

Title: CIP City Engineer

Approved as to Form: Paul L. Pomeroy
City Attorney *PLP*

Attest: _____ Seal
City Clerk

**WILLIS ROAD - VINE STREET TO 1700 FT EAST,
SALT RIVER PROJECT DESIGN SERVICES AGREEMENT
PROJECT NO. ST2404.501**



MEMO NO. CP25-098

 **PROJECT AREA**

**City Council Memorandum Public Works & Utilities Memo No. UA25-077**

Date: May 05, 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 Inductively Coupled Plasma Mass Spectrometer

Proposed Motion:

Move City Council approve purchase of an ICPMS, utilizing State of Arizona Contract No. CTR069681, from VWR International, LLC, in an amount not to exceed \$190,000.

Background/Discussion:

The Water Quality Division's laboratory requires the replacement of the inductively coupled plasma mass spectrometer (ICPMS), which measures for trace contaminants such as arsenic and lead. The new unit will replace an ICPMS that was last purchased in 2006. The previous ICPMS is past the end of production date and has reached the end of support from the manufacturer.

Staff utilize the ICPMS to test water samples to determine compliance, as well as for process control of the city's treatment plants, groundwater wells, and the water distribution system. It can take up to 20 working days to receive results from an outsourced licensed laboratory. Staff performing the analysis in-house can generate results within two business days or within hours of an emergency situation. This purchase will allow the city to monitor trace contaminants in water quickly so that any necessary adjustments or actions can be addressed without delay. The purchase of an ICPMS will also allow the city's Water Quality team to meet upcoming regulations in regards to compliance testing and reporting.

Evaluation:

The State of Idaho competitively solicited and awarded a contract to VWR International, LLC, for laboratory equipment and supplies on behalf of the National Association of State Procurement Officials (NASPO) Valuepoint, which the State of Arizona has adopted. The city has a current agreement with the State of Arizona allowing for the cooperative use of NASPO Valuepoint contracts. The contract is valid through February 28, 2026.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6419.6WA676	Water Capital	Water Quality Equipment	\$190,000	Y



City Council Memorandum Public Works & Utilities Memo No. ST25-020

Date: May 05, 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: Agreement No. PW5-745-4887, with M.R. Tanner Development and Construction, LLC, for Street Maintenance Repaving, Surface Seal, and Repair Services

Proposed Motion:

Move City Council approve Agreement No. PW5-745-4887, with M.R. Tanner Development and Construction, LLC, for street maintenance repaving, surface seal, and repair services, in an amount not to exceed \$17,300,000, for a one-year term, May 9, 2025, through May 8, 2026.

Background/Discussion:

The Transportation Division has an established pavement management restoration and repaving program to address preventative maintenance and rehabilitation needs on city-maintained roadways. Left untreated, the life expectancy of a newly constructed or re-paved roadway is between 20 and 30 years and is dependent on a variety of factors, including construction quality, traffic loads, types of traffic, weather, oxidation, and sun exposure. The pavement management restoration and repaving program includes asphalt repaving, surface sealing, and repair work on roadway sections that are in need of various preventative maintenance based on recent roadway assessments of the city's Pavement Quality Index. This agreement will help to provide rehabilitation of approximately 2,090 lane miles of roadway throughout Chandler.

Evaluation:

On February 13, 2025, staff issued a Request for Proposal for street maintenance repaving, surface seal, and repair services. Notification was sent to all registered vendors. Five responses were received from the following offerors:

- 1. Abushalfeh Construction Company, LLC
- 2. Cactus Transport II LLC, dba Cactus Asphalt
- 3. CKC Operations, LLC
- 4. M.R. Tanner Development & Construction, LLC
- 5. Sunland Asphalt & Construction, LLC

The Evaluation Committee evaluated the proposals and recommends award to M.R. Tanner Development and Construction, LLC, which submitted the most advantageous offer to the city in accordance with the evaluation criteria. The term of this agreement is May 9, 2025, through May 8, 2026, with the option of up to four additional one-year extensions.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6513.6ST248	General Government Capital Projects	Street Repaving	\$12,000,000	Y
411.3310.6513.6ST248	Streets General Obligation Bonds	Streets Repaving	\$5,300,000	Y

Attachments

Agreement - M.R. Tanner

FY 2024/2025 Pavement Preservation Map



City Clerk Document No. _____

City Council Meeting Date: May 8, 2025

**CITY OF CHANDLER SERVICES AGREEMENT
STREET MAINTENANCE REPAVING, SURFACE SEAL AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW5-745-4887**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and M.R. Tanner Development & Construction, LLC, an Arizona Limited Liability Company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

A. City proposes to provide street maintenance repaving, surface seal and repair services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is ONE year, and begins on May 9, 2025, and ends on May 8, 2026, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to FOUR additional terms of ONE year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$17,300,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

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

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

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

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

judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

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

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

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

For the City	For the Contractor
Name: <u>Raquel McMahon</u>	Name: <u>Chad Montoya</u>
Title: <u>Procurement Officer</u>	Title: <u>Vice President</u>
Address: <u>175 S. Arizona Ave.</u>	Address: <u>1327 W. San Pedro</u>
<u>Chandler, AZ 85225</u>	<u>Gilbert, AZ 85233</u>
Phone: <u>480-782-2400</u>	Phone: <u>480-363-3163</u>
Email: <u>raquel.mcmahon@chandleraz.gov</u>	Email: <u>cmontoya@mrtanner.com/jskinner@mrtanner.com</u>

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

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final

determination at the administrative level will be made by the City Purchasing and Materials Manager.

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

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

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

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

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

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

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

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

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

5.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.24 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must

not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

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

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the

Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

5.28 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

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

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

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

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

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

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Project Description/Scope of Services Exhibit G1-G2 - Construction Sign Detail
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E -ADA Truncated Domes
Exhibit F -Subcontractor's List

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

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

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

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

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

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

5.44 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written

warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

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

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

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Alan Evans

President
Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

GENERAL INFORMATION

Contractor to provide **STREETS MAINTENANCE REPAVING, SURFACE/SLURRY SEALS, AND GENERAL REPAIR SERVICES** as specified herein.

Contractor will self-perform all **STREETS MAINTENANCE REPAVING, SURFACE/SLURRY SEALS, AND GENERAL REPAIR SERVICES** as specified herein, however those services requiring the use of **CITY Pre-APPROVED** sub-contractor(s) the contractor is required to act as the Prime General Contractor and the City's single point of contact.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal/bid and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

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I. GENERAL REQUIREMENTS.

- MAG.** CONTRACTOR shall use the most current version of CITY/agency and/or Maricopa Association of Governments (M.A.G.) standard details and specifications for inspection and quality assurance for all work being done under this Agreement. CONTRACTOR shall be responsible for ensuring that workmanship, materials, equipment, and site preparation meet or exceed the required specifications. The Contract Administrator/designee will inspect all phases of work and any unsatisfactory work or preparation shall be redone at no additional cost to the CITY. The CITY reserves the right to adjust the amount of work required and number of locations involved.

2. **STAGING.** CONTRACTOR shall be responsible for obtaining, maintaining, and securing their construction staging yard at the CONTRACTORS expense.
3. **Permits.** CONTRACTOR shall be responsible for obtaining all permits required to properly perform and complete this the project for the Streets Division. Any other CITY departments utilizing this Agreement shall be responsible for overseeing their own projects and providing their own permits, if required.
4. **Blue Stake.** CONTRACTOR shall be responsible for identifying and locating (Blue Stake) all existing utilities affected by the work. CONTRACTOR shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with utility companies and affected residents and businesses for required outages.
5. **Project Signs.** Whenever any work is being done in CITY streets, easements or right of way for which approval by CITY of a traffic control plan is required, the person or persons performing such work shall maintain at the site of such work at all times during which any such work is being done, signage meeting the requirements set forth below and providing information to the public as follows (see Exhibit G):
 - a. Be installed on temporary supports at an approved location;
 - b. Be placed in such positions that they can be read by traffic from each direction;
 - c. Be colored "construction orange" with black letters;
 - d. Have block letters at least 6" in height;
 - e. Contain the following information: the name of CONTRACTOR for whom the work is being performed; the name of the CONTRACTOR actually performing the work; a general description of the work to be done; the time frame within which the work will be performed, i.e. the date work will commence and the date all work will be completed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be returned by such a representative of the CONTRACTOR within 24-hours.
6. **Dust Control.** CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations" CONTRACTOR shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the require work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.
7. **Demo and Removal.** CONTRACTOR shall remove excavated and demolished materials immediately from work site at their cost. Steel plates shall be used (per MAG Standard Detail 211) where excavated area cannot be backfilled or where concrete placement for valley gutters across roadway surface or drive entrances are done in phases. Steel plates shall be gradually ramped from plate edges with EPA approved material and the street or drive entrance opened immediately to traffic. CONTRACTOR shall use barricades and "sidewalk closed" signs as required

- 8. Air Quality.** CONTRACTOR shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the required work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.
- 9. Water for repair and maintenance purpose.** Should CONTRACTOR desire to use water from CITY mains, CONTRACTOR shall make application to the City Water Quality Department for a fire hydrant meter and pay all the required deposits and costs. CONTRACTOR shall not take water from CITY mains until a meter is installed.
- 10. Site Cleaning.** All public and private property and grounds occupied by CONTRACTOR in connection with the work shall be cleaned of all debris and excess materials (to include mud and concrete residue in all affected gutter flow lines) after each workday; additionally, temporary structures and equipment shall be removed at the end of the project. CONTRACTOR shall utilize a PM-10 certified mechanical broom sweeper throughout the workday for cleanup. All parts of the work shall be left in an acceptable condition before final acceptance.
- 11. Notification of Public.** CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to start of work. Door flyer shall include, as a minimum, all pertinent information such as description of work, date, time, schedules and CONTRACTOR name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the Contract Administrator/Designee for approval prior to distribution. Pertinent information to be placed on Door Flyers.
- *CONTRACTOR – Name and Information
 - *Date of work to be done
 - *Type of work – (Ex. Mill and Inlay, Slurry Seal, Surface Seal).
 - *General Information – (Ex. if Slurry Seal or Surface Seal: Requesting no sharp turns on seal to reduce material scaring on street surfaces. Ask resident not to drive on fresh seal material – provide information to the residents as to how to remove slurry material from shoes, driveways or vehicles.
 - *Request to have vehicles moved out of the project area – (Ex. No parking on street allowed for next 24-hours; if needed, cars will be towed at owner's expense).
- 12. Construction Signage.** CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. CONTRACTOR shall use the appropriate type and number of barricades to protect the public from harm and the work site from damage. CONTRACTOR shall place appropriate warning signs, such as "Sidewalk Close" signs and other signs as required by the MUTCD or the Contract Administrator/Designee.
- 13. Protection of adjacent property.** CONTRACTOR shall take all necessary steps to protect adjacent public or private properties during work. CONTRACTOR shall restore any damage to adjacent property at CONTRACTOR expense and to the satisfaction of the Contract Administrator/designee.
- 14. Work quantities and locations.** The listed under this Agreement are subject to change and may be done solely at the discretion of the CITY. The CITY will provide CONTRACTOR with a list of the locations and approximate square yards of each location when required.
- 15. Work Schedule.** CONTRACTOR shall submit to Contract Administrator/designee a written proposed schedule of work for approval prior to commencing any work under this Agreement

16. Stop Work. The CITY reserves the right to stop work under this Agreement at any time if, in their opinion:

- a) weather conditions become adverse;
- b) quality of work is deemed unacceptable;
- c) conflicts in CONTRACTOR equipment or personnel cause delays in getting work completed;
- d) work schedules/locations conflict with other CITY activities;
- e) material is deemed unacceptable by Contract Administrator/designee.

17. Estimated Quantities. There is no guarantee as to minimum quantities required by CITY. The CITY reserves the right to increase or decrease the actual quantities used to complete the project. Payment shall be based on actual quantities.

18. INSPECTIONS: CITY will perform inspection and shall require forty-eight (48) hour notice before the start of work. CONTRACTOR shall call the CONTRACT ADMINISTRATOR/designee at (480) 782-3500 prior to start of work. The CONTRACTOR shall provide weekly schedule to the CONTRACT ADMINISTRATOR/designee no later than the Wednesday prior to the work being performed the following week.

19. Payment Applications and Invoices. CONTRACTOR shall submit invoices for payment to Contract Administrator/designee for approval upon completion of work. All work by CONTRACTOR will be inspected and approved by Contract Administrator/designee prior to processing of any payments.

20. Warranty (Period of Time). Work accepted by the CITY must have a provided one (1) year warranty/guarantee against defects in materials, workmanship and/or performance for all items.

II. ASPHALT REPAVING MILL AND OVERLAY/INLAY. At Various locations as specified by the CITY the CONTRACTOR shall furnish all materials, equipment, tools, labor, etc. as necessary to Mill (1 ½"-2") existing asphaltic concrete pavement and overlay (2" thick - 12.5mm East Valley Hot Mix Asphaltic Concrete).

21. ASPHALT CONCRETE MILLING - VARIOUS LOCATIONS

MILL ASPHALTIC CONCRETE PAVEMENT (1 ½"-2")_CONTRACTOR shall remove existing asphalt pavement to lines and depths indicated in the specifications in accordance with the requirements in MAG Standard Specifications, Section 350. Asphalt shall be milled using a high flow milling drum. All milled materials will be hauled off site and will be disposed at CONTRACTOR'S expense. After milling and prior to the crack sealing, the entire street will be swept with a vacuum or regenerative air sweeper to remove loose material.

22. MUTCD. CONTRACTOR shall remove and replace asphalt materials, as well as dispose of old asphalt and all debris at CONTRACTOR'S expense. CONTRACTOR shall be responsible for traffic control as required by the CITY Barricade Manual and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall be responsible for traffic control on all incidental work required to complete the task. CONTRACTOR shall include all labor, material, equipment needed to perform the work to the highest industry standards

23. ASPHALTIC CONCRETE CRACK SEALING. Work shall consist of inspecting the asphaltic concrete pavement for cracks after milling, cleaning cracks in the existing bituminous pavements and applying a pre-mixed asphalt rubber sealant. The work does not include patching of potholes or alligator cracks. CONTRACTOR shall provide all traffic control necessary to accomplish the required work.

- a) **Cleaning of Cracks - Applying sealant.** CONTRACTOR shall seal all cracks with an average clear opening of ¼" or greater. All cracks with an average clear opening or less than ¼" shall not be sealed. Immediately prior to applying the sealant, the cracks shall be thoroughly cleaned of loose particles, dust, and other deleterious substances by means of using forced air (65 psi and greater) with a

downward blast into the crack and a vacuum attachment to vacuum the debris released. The material shall be vacuumed and contained to prevent it from getting into the atmosphere. All cracks shall be cleaned to a depth of from ½" to 1". Contract Administrator/designee shall make the determination as to what work will be done under this contract.

- b) **CRACK SEALANT** shall be CRAFCO Polyflex Type 3 or approved equal. CONTRACTOR shall place sealant so as to not completely fill the crack to prevent crack seal material from boiling over during paving. Blotter material (sand) may be required to prevent asphalt-rubber bleed and/or pickup of sealant by vehicular traffic. CONTRACTOR shall apply blotter material of a type acceptable to and at the direction of the Contract Administrator/designee (no cement powder shall be acceptable).
- c) **Equipment**. The equipment used by CONTRACTOR in the application of the asphalt rubber material shall have a mixing system in the material vat in order to maintain a consistent, uniform, homogeneous mixture throughout the crack sealing operation. The unit shall heat the asphalt rubber material by means of an indirect heat transfer median for adequate material temperature control. The equipment shall provide a continuous supply so that operations may proceed without delays. CONTRACTOR shall apply the material under pressure with a hose and wand assembly. The Contract Administrator/designee, prior to use, shall approve any equipment designated for use by CONTRACTOR.

24. Within two (2) days after the work has been completed on residential streets, CONTRACTOR shall take caution to make sure the site is left clean and free of excess material, debris, etc. The streets, gutters, sidewalks and driveways shall be cleaned before the job is considered complete. Cleaning of the streets shall be by vacuum or regenerative sweeper. CONTRACTOR shall be required to clean the streets to the satisfaction of the Contract Administrator/designee. CONTRACTOR shall be responsible for the disposal of all debris swept from the streets.

25. ASPHALTIC CONCRETE BASE REPAIR. Consists of furnishing all materials, equipment, tools and labor as necessary to visually inspect and repair the asphaltic concrete pavement after the pavement has been milled if necessary as determined by the Contract Administrator/designee.

26. CONTRACTOR and Contract Administrator/designee will inspect the AC pavement after milling for deteriorated areas having excessive cracks and inadequate AC pavement depths of less than ½". In the event there are deteriorated areas or inadequate AC pavement depths, as determined by CONTRACTOR and Contract Administrator/designee, the pavement should be saw cut, removed and replaced with a 1" lift of new AC pavement or repaired as directed by Contract Administrator/designee.

27. If the existing AC pavement is saw cut and removed, CONTRACTOR shall inspect and remove the existing aggregate base course and shall replace and re-compact as follows: CONTRACTOR shall remove and replace 3"-6" of aggregate base course to replace surface aggregate base course that has been disturbed or contaminated in the process of AC base pavement removal.

28. ASPHALTIC CONCRETE OVERLAY (2" thick - 12.5mm EVAC A/C). This work shall consist of constructing a 12.5mm, 2-inch bituminous pavement overlay in conformance with the dimensions and sections shown on the maps. CONTRACTOR shall construct in accordance with the requirements of MAG Standard Specifications, Sections 321, and 336 except that the mix design and material testing shall conform to the latest East Valley Hot Asphalt Mix Criteria by the East Valley Asphalt Committee (EVAC). CONTRACTOR shall submit all mix designs to the Contract Administrator/designee for review and approval a minimum of ten (10) working days prior to the start of production. All finished pavement overlay shall be water tested for drainage in the presence of the Contract Administrator/designee before final acceptance. Any areas not

draining properly shall be corrected to the Contract Administrator/designee's satisfaction at the expense of the CONTRACTOR. Water for this testing shall be provided by the CONTRACTOR.

29. MANHOLE AND VALVE ADJUSTMENTS. Manholes and valves will be adjusted to be flush with the new asphalt in accordance with MAG specifications and details and City of Chandler supplements.

- a) Valve adjustments: will follow MAG Section 345 and Standard Details 270, or 271.
- b) Standard manhole adjustments: will follow MAG Section 345 and Standard Details 420-1, or 422, and City of Chandler Details C-400 and C-401 (TYPE 'A').
- c) Alternate manhole adjustments: In Lieu of Standard manhole adjustments as coordinated and directed by the Streets Project Manager per the discretion of the CITY's Water/Wastewater Division, Composite alternatives will be installed and adjusted by the CONTRACTOR. The City will furnish (Contractor responsible to pick up at City Yard) non-corrosive composite frames, covers and adjustment rings to replace existing cast-iron frames, covers and concrete adjustment rings; adjustment will follow C-400 and C-401 (TYPE 'B'). Prior to installation the Contractor will participate in a brief training session on the removal and installation of composite materials. Billing for alternate manhole adjustments will be per each installed from Allowance in Exhibit B.

The Contractor will install Debris Shields in all manholes prior to adjustments and remain in place until the work is completed. At completion, shields will be removed, enclosures cleaned and inspected by Contract Administrator/designee.

The Contractor will ensure all removed manhole frames and covers are kept together as a set and reinstalled on same manhole/location.

The Contractor will be responsible to replace items damaged or lost during removal.

The Contractor will be responsible to dispose of all material not used (or replaced).

The City will furnish replacement items (Contractor responsible to pick up at City Yard) for missing or defective frames, covers, valve boxes, or related hardware, not damaged or lost by the Contractor.

The Contractor will provide the City with a final detailed count (gas, SRP, Qwest, Water, etc.), map and location of any and all utility and/or manhole adjustments prior to actual project commencement. The City will identify on this map locations where manhole adjustments will be per non-corrosive standards or other replacements needed.

30. SPEED HUMPS. This work shall consist of installing speed humps per CITY Detail C-234 and will be paid on the basis of each hump crossing the entire width of the street with pavement markings installed and complete in place.

31. TRAFFIC CONTROL. CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. Traffic control shall include uniformed Chandler Police Officer and squad car as required.

32. STRIPING. CONTRACTOR shall provide CITY with striping as-builds before start of project. All striping shall follow the latest version of the CITY Standard Details and Specifications Manual. No striping shall begin until approved by CITY Traffic Engineering Division and Contract Administrator/designee. Temporary striping is required where thermo striping is to be applied at a later time. Street intersections which require striping shall not remain un-striped for more than three consecutive days.

33. SURVEY MONUMENTS. This work will consist of adjusting survey monuments and brass caps. Survey markers shall be adjusted according to MAG Standard Detail 120. Frames and covers shall be adjusted according to MAG Standard Detail 270. Survey markers shall be re-established and referenced by a Registered Land Surveyor (RLS). The RLS shall reset and punch the survey markers. Any and all new survey coordinates shall be recorded and described in detail to the City of Chandler and governing authorities by the RLS.

III. SLURRY SEAL. At Various locations as specified by the CITY the CONTRACTOR shall furnish all materials, equipment, tools, labor, etc. as necessary to provide Residential Slurry Seal and Arterial Slurry Seal, Type II. Project areas will be determined by the CITY's Streets Project Manager/designee. CONTRACTOR shall provide a weekly schedule to the Contract Administrator/designee no later than the Wednesday prior to the work being performed the following week.

CITY. CONTRACTOR shall roll with pneumatic roller all sealed streets to establish a secure bond between aggregates and emulsions and reduce traffic tire scaring.

The CONTRACTOR shall submit to the CITY's Streets Project Manager/designee for approval the Type II Slurry Seal mix proportions and source prior to beginning the work. Slurry Seal shall consist of mixing asphalt emulsion, aggregate, and water and spreading the mixture on a surface or pavement as specified. All starting and stopping points of the slurry process shall have a minimum thickness of 1/8". Start and stop points not meeting the minimum 1/8" will be rejected.

This specification covers the materials, equipment and construction procedures for rut filling and/or resurfacing of existing paved surfaces. The arterial slurry surface shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregates, mineral filler, water and other additives, properly proportioned, mixed and spread on the pavement surface in accordance with this guideline and as directed by the Contract Administrator/designee.

34. COMPOSITION OF SLURRY SEAL MIXTURES. A job mixture shall conform to the specification limits, and that is suitable for the traffic, climatic conditions, curing conditions, and final use. All materials shall be pre-tested for their suitability in the slurry seal mixture. The mixture shall attain initial set in not less than 5 minutes nor more than one hour. The setting time may be regulated by the addition of mineral fillers or chemical agents. The mixture shall be one of three types whose combined aggregates conform to the gradation requirements listed in Table 3. The mixture shall be sufficiently free flowing to fill cracks in the pavement. The mixture shall not segregate during or after lay-down. The mixture shall produce a skid-resistant surface.

35. Determination of job mix. All materials shall be pre-tested in a qualified laboratory to determine their suitability for use in the slurry seal and to insure they meet the specifications set forth herein. Tests will be used for design purposes to establish the percent of residual asphalt, water and accelerator to be used in the specified slurry seal.

36. TRIAL APPLICATIONS. CONTRACTOR shall place a test strip of 60 square yards in the area designated by the Contract Administrator/designee. The test sections shall be placed using the same equipment and methods as will be used on the job. Slurry mixtures placed in test strips shall conform to the design mix as

determined by the tests with minor variations to obtain crack filling, set time, pavement bond and a skid resistant texture. If the materials do not meet the requirements for fluidity, non-segregation, or surface texture, a new job mix shall be formulated and tested. Work shall not proceed before approval of design mix and acceptance following the placing of a test strip.

37. ASPHALT EMULSION. The polymerized catatonic emulsion is herein classified as CSS-IH, quick setting, cationic type emulsion for mixing applications and seal coat. Shall be a homogeneous brown color throughout and show no separation after thorough mixing, shall break and set on the aggregate within five (5) minutes and shall be ready for cross-traffic within fifteen (15) to forty-five (45) minutes. The amount of polymer shall be based on weight of polymer and asphalt (total weight) and be certified by the supplier. The polymer asphalt emulsion, upon standing undisturbed for a period of twenty- four (24) hours, shall show no white or milky colored substance on its surface and conform to the requirements in Table 1.

Table 1

TESTING DESCRIPTION	TEST METHOD	SPECIFICATION LIMITS
Test on Emulsion		
Viscosity, Saybolt Furol seconds(@ 25 °C (77 °F))	AASHTO T-59	15 – 100
Sieve test, retained on 850 µm (No. 20), %	AASHTO T-59	0.1 Max ²
Storage Stability, 24 hours, %	AASHTO T-59	1.0 Max
Particle Charge	AASHTO T-59	Positive
Evaporation Residue, %	Arizona 512	57 Min
Test on Residue by Evaporation	Arizona 504	
Kinematic Viscosity(@ 275 °F, est	AASHTO T-201	650 Min
Penetration, 25 °C (77 °F), 100 grams, 5 seconds, dmm	AASHTO T-49	40 – 90
Ductility, 25 °C (77 °F), 5 cm/minute	AASHTO T-51	40 Min
Elastic Recovery by means of Ductilometer, 25 °C (77 °F), %	AASHTO T-301	55 Min
Test Evaporation Residue after RTFO		
Softening Point, °F	AASHTO T-53	130 Min
Kinematic Viscosity(@ 275 °F, est, aging ratio	AASHTO T-201	3.0 Max

- i. A minimum of 3% polymer, by total weight of polymer and asphalt residue, shall be added prior to emulsification. Polymer can be either SBR – Styrene Butadiene Rubber for or SBS – Styrene Butadiene Styrene.
- ii. The maximum of 0.1 percent applies to the preapproval of emulsions sampled from the supplier tank. A maximum of 0.3 percent is allowed for emulsions that are sampled at the project site.

38. MODIFIER TYPE AND CONTENT. The asphalt cement shall contain a minimum of 3% polymer by weight of asphalt residue, regardless of type. Certification of polymer type and content (by supplier) will be required throughout the duration of the contract. The CITY reserves the right to enquire and ensure via plant verification (by City forces). Each tank of emulsion produced shall be certified to meet these specifications. Each load of emulsion delivered to the project will be accompanied with a certificate of analysis. These certificates of compliance and analysis will be given to CITY as the material is made and/or delivered.

39. AGGREGATE. The min-aggregate shall consist of sound, durable crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles. No natural sand will be allowed.

The percentage composition by weight of the aggregate shall conform to the nominated gradation selected from the following Table 2.

**All Roadway Sections must meet a minimum 3/8" Aggregate Sieve, Residential Roadways Sections with prior CITY STREETS PROJECT MANAGER APPROVAL may utilize 1/2" Aggregate Sieve.*

TABLE 2
Percentage Passing

Sieve Sizes	Type II
1/2"	100
3/8"	100
No. 4	85-100
No. 8	65-90
No. 16	45-70
No. 30	30-50
No. 50	18-30
No. 100	10-21
No. 200	5-15
Theoretical asphalt content, % based on dry aggregate	7.5-13.5
Approximate application rate (Pounds/Square Yard)	11-15*

- a) Average minimum required application rate of 12-13lbs/SY
- b) The mineral aggregate and mineral filler shall have equivalency value not less than 50 (ASTM D 2419) and be non-plastic.

40. MINERAL FILLER. Mineral filler, required by the mix design, shall be any recognized brand of non-air entrained Type I normal Portland cement that is free of lumps and clods, with a minimum of 85% passing the #200 sieve added by weight of aggregate as specified by the mix design.

41. Polymer(s). Either; Styrene Butadiene Styrene (SBS) or Styrene Butadiene Rubber (SBR) may be used throughout the duration of the contract. The CONTRACTOR must specify and notify the CITY of polymer to be used. Certification of polymer type and content (by supplier) will be required throughout the duration of the contract.

- a. **SBS Polymer:** A minimum 3% SBS Polymer solids, by total weight of SBS Polymer and asphalt Residue shall be added prior to emulsification. The maximum of 0.1 percent applies to preapproval of emulsions sampled from the supplier tank. A maximum of 0.3 percent is allowed for emulsions that are sampled at the project site.
- b. **SBR Polymer:** Shall be added to the water/soap phase by injection prior to the mill manufacture of the asphalt emulsion by the emulsion producer. The amount of polymer solids shall be between 3-4% of the asphalt residual content and shall be certified by the emulsion producer on each load of emulsion delivered to the job site. No post or field addition of polymer will be allowed. Samples of SBR polymer shall be provided and shall conform to the following requirements in Table 3:

Table 3

Test	Requirement
Total Solids, min %	60
Bound Styrene %	24-60
PH at 25 Degrees C	4.2-5.2
Brookfield Viscosity RVT	1000-4000
Residual Monomer %	0.08ax.

42. WATER. CONTRACTOR shall state the source of water at time of tendering. Water shall be potable and be compatible with the slurry ingredients used. CONTRACTOR shall be required to obtain a fire hydrant meter from the CITY if he intends on using CITY water. A deposit is required to obtain the meter and all water used will be charged to CONTRACTOR.

43. ADDITIVES. Additives may be used to accelerate or retard the breaking point and set times of the arterial slurry surface mix or improve the resulting finished surface. The use of additives in the arterial slurry surface mix shall be supplied in quantities by the laboratory mix design.

44. PROPORTIONING. The arterial slurry surface mixture shall be proportioned in accordance with the mix design. Calibrated sign flow meters shall be provided to measure both the addition of water and additives shall be provided to measure both the additions of water and additives to the pug mill. Emulsion and cement flow shall be tied directly to aggregate flow. All additive flows shall be calibrated.

Asphalt emulsion shall be added at a rate determined by the mix design and in the range of the table above. A job mix design shall be submitted by the Contractor for approval by the City that conforms to the specification limits and that is will include recommended application rate of slurry to suite the job conditions.

The Slurry Seal mixture shall be proportioned by the operation of a single start/stop switch or lever, which automatically sequences the introduction of aggregate, emulsified asphalt, admixtures, if used, and water to the pug mill. Calibrated flow meters shall be provided to measure both the addition of water and liquid additives to the pug mill. If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used.

Water, and retarder if used, shall be added to ensure proper workability and (a) permit uncontrolled traffic on the slurry seal no more than three (3) hours after placement without the occurrence of bleeding, raveling, separation or other distress; and (b) prevent development of bleeding, raveling, separation of other distress within fifteen (15) days after placing the slurry seal.

The arterial slurry surface mixture shall be proportioned per the mix design to ensure:

- a) Traffic-ability - with a relative humidity at not more than 50% and ambient air temperature of at least 77 degrees F, the material will permit uncontrolled traffic without damage to the surface within one (1) hour.

- b) Prevent development of bleeding, raveling, separation or other distress for (7) seven days after placing the arterial slurry surface.

45. MIX DESIGN FORMULA: CONTRACTOR shall provide a job mix formula from an approved laboratory and present certified test results for the Contract Administrator/designee's approval. Compatibility of the aggregate and polymer modified asphalt emulsion shall be certified by the emulsion manufacturer. All the materials used in the job mix formula shall be representative of the material proposed by CONTRACTOR for use in the project.

46. SPECIFICATIONS. CONTRACTOR shall obtain written approval from the Contract Administrator/designee of the mix design prior to use. The specification limits are as follows:

Table 4

Residual Asphalt	6% - 11.5% by dry weight of agg.
Mineral Filler	.1% - 1% by dry weight of agg.
Polymer Content/Type	4% min. (see section 5.)
Additive	As required for mix properties
Water	As required for mix properties
Aggregate Grading	Type as specified meeting sec. 6
Consistency	2.5 to 3.0 cm
Traffic Time	See section 10.1
Abrasion Loss	50 g/S.F. max.
Adhesion	90% minimum
Loaded Wheel Sand Adhesion	See section Table

*The laboratory that performed the tests and mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the specifications, shall sign the laboratory report. The report shall clearly show the proportions of aggregate, filler as determined from the tests, minimum and maximum), water (minimum and maximum), asphalt solids content based on the dry weight of aggregate and set-control agent usage. Previous laboratory reports covering the same materials may be accepted provided they are made during the same calendar year. **No work shall begin until the City has reviewed and approved the laboratory reports and mix design for the proposed work.**

47. MODIFIED COHESION TEST. CONTRACTOR shall furnish laboratory test data showing design to be trafficable one (1) hour after application at 77°F conforming to the following criteria in accordance with test methods described in Appendix III & IV (ADOT Standards).

Table 5

Set Time Test	30 minutes 12 kg - cm minimum
Early Rolling Traffic Time	60 minutes 20 kg - cm minimum

- 48. LOADED WHEEL SAND ADHESION TEST.** CONTRACTOR shall furnish laboratory test data showing the mix design conforming to the following criteria in accordance with test methods described in Appendix III. (ADOT Standards)

Table 6

Vehicles/day	Maximum Sand Adhesion
0-30	70 g/ft
250-1500	60 g/ft
1500-3000	55 g/ft
greater than 3000	50 g/ft

CONTRACTOR shall report the laboratory report the quantitative effects of moisture content in the unit weight of the aggregate (bulking affect). The report must clearly show the theoretical recommended proportion of aggregate, mineral filler (min & max.), water (min & max.), additive(s), and asphalt and how the proportion are based (dry aggregate weight, total mix. etc.).

- 49. TESTING THE ARTERIAL SLURRY SURFACE.** CONTRACTOR shall take samples throughout the project for testing by the approved laboratory per ISSA TB101. Testing shall be at the expense of the contractor, for the following:

- a. Asphalt content
- b. Aggregate gradation
- c. % Polymer content and type

- 50. MIXING EQUIPMENT.** The machine shall be specifically designed and manufactured to lay a 4% polymer modified slurry seal. The material shall be mixed by an automatic sequenced, self-propelled slurry surfacing mixing machine which shall be a continuous flow mixing unit, able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive and water to a revolving multi-blade double shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls. On arterial streets and collectors, the machine will be a self-loading machine capable of loading materials while continuing to lay slurry surfacing, thereby minimizing construction joints. The self-lading machine shall be equipped to allow the operator to have full control of the forward and reverse speed during application of the slurry surfacing material and be equipped with opposite side driver stations to assist in alignment. The self-loading device, opposite side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

- 51. CALIBRATION.** CONTRACTOR shall calibrate each mixing unit to be used in the performance of the work prior to construction. Calibration data, if done within the calendar year, using the same material, may be used, providing a verification of the aggregate feed agrees.

- i. **WEIGHT CONTROL.** CONTRACTOR shall provide Individual volume or weight control for proportioning each material to be added to the mix and shall make these accessible to the Contract Administrator/designee. CONTRACTOR shall calibrate and document each material control device prior to work, for inspection by the Contract Administrator/designee.

- ii. **AGGREGATE FEED.** The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.
- iii. **EMULSION PUMP.** The emulsion pump shall be the positive displacement type with a jacketed housing for uniform heating. A revolution counter or similar device shall be fitted so that the amount of emulsion used may be determined at any time.
- iv. **FINES FEEDER.** CONTRACTOR shall supply an approved fines feeder that will provide a uniform, positive, accurately metered range of 0-1 percent by dry aggregate weight. The fines feeder has to have a counter so the amount of mineral filler can be determined at any time.
- v. **LIQUID ADDITIVE.** The mixing machine shall be equipped with a liquid additive system that provides a pre-determined amount of additive to the mixing chamber. This additive system must be equipped with a counter that can determine the amount used at any time.
- vi. **WATER SYSTEM.** The mixing machine shall be equipped with water system that provides a pre-determined amount of water to the mixing chamber. This water system must be equipped with a counter that can determine the amount used at any time.

52. OPERATOR CONTROLS. CONTRACTOR shall provide controls that will allow the operator to sequence and proportion the material per mix design.

- i. **SPRAY BARS.** The mixing machine shall be equipped with a water pressure system that provides a water spray immediately ahead of and outside the spreader box.
- ii. **SPREAD EQUIPMENT.** The paving mixture shall be spread uniformly by means of mechanical type lay-down box attached to the mixer, equipped with agitation, to spread the materials throughout the box without any dead zones. These paddles shall be designed and operated so all the fresh mix will be agitated. Flexible seals, front and rear, shall be in contact with the road surface to prevent loss of mixture from the box. The spreader box shall be equipped with hydraulic cylinders for controlling the thickness of the spread mixture.

The rut filling spreader box shall have 6 to 8 foot skids to provide for leveling and filling uneven depressed areas. The rut filling spreader box will require two adjustable steel strike-off plates. The rear flexible seal shall act as a final strike-off and shall be adjustable. The steel strike-offs shall be controlled by hydraulic cylinders placed at the rear of the spreader box.

The spreading equipment shall be maintained free from buildup of the mixture on the paddles of sidewalls. Any skips, lumps, or tears in the finished product will not be allowed.

53. TRAFFIC CONTROL. CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. Traffic control shall include uniformed Chandler Police Officer and squad car as required.

54. STRIPING. CONTRACTOR shall provide CITY with striping as-builds before start of project. All striping shall follow the latest version of the CITY Standard Details and Specifications Manual. No striping shall begin until approved by CITY Traffic Engineering Division and Contract Administrator/designee. Temporary striping is required where thermo striping is to be applied at a later time. Street intersections which require striping shall not remain un-striped for more than three consecutive days.

55. SURVEY MONUMENTS. This work will consist of adjusting survey monuments and brass caps. Survey markers shall be adjusted according to MAG Standard Detail 120. Frames and covers shall be adjusted according to MAG Standard Detail 270. Survey markers shall be re-established and referenced by a Registered Land Surveyor (RLS). The RLS shall reset and punch the survey markers. Any and all new survey coordinates shall be recorded and described in detail to the City of Chandler and governing authorities by the RLS.

56. APPLICATION:

i. **GENERAL.** The arterial slurry seal surface shall be of the desired consistency when deposited in the spreading box and nothing more shall be added to it. The mixing time shall be sufficient to produce a complete and uniform coating of the aggregate and the mixture shall be chuted into the moving spreader box at a sufficient rate to maintain an ample supply across the full width of the strike-off squeegee at all times.

ii. **WEATHER.** The arterial slurry seal surfacing shall be placed when the temperature is at least 45 °F and rising, and is not raining. The surface temperature shall be 50°F or higher when the mixture is applied.

The arterial slurry seal surface shall not be applied unless the pavement temperature is at least 45°F and rising. The mixture shall not be applied during unsuitable weather.

iii. **PROTECTION OF EXISTING SERVICES.** CONTRACTOR shall take all necessary precautions to prevent arterial slurry seal or other material used on the work from entering or adhering to grating, hydrants or valve boxes, manhole covers, bridge or culvert decks and other road fixtures. Immediately after surfacing the contractor shall clean off any such material and leave any such grating, manholes, etc., in a satisfactory condition.

iv. **PREPARATION OF THE SURFACE.** Immediately before applying the bituminous material, CONTRACTOR shall clean the area to be surfaced of dirt, loose material, and other objectionable material. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas power brooms may be used. When necessary, cleaning shall be supplemented by hand brooms. This also includes the removal of grass or weeds, which are growing in the joint between the street and concrete gutter.

CONTRACTOR shall not apply the bituminous material until an inspection of the surface has been made by the Contract Administrator/designee and he/she has determined that it is suitable.

v. **FOGGING PAVEMENT.** The surface will be pre-wetted by fogging ahead of the spreader box. The rate should be adjusted as dictated by the pavement temperatures, surface texture, humidity and dryness of existing pavement.

vi. **MIX STABILITY.** The modified mix shall possess sufficient stability so that premature breaking of material in the spreader box should not occur. The mixture shall be homogeneous during the following mixing and spreading, it shall be free of excess water or

emulsion and free of segregation of the emulsion and aggregate fines from the courser aggregate.

- vii. **APPLICATION RATE.** The application rate, square yards per cubic yard of mix specified are average rates, the surface texture variation throughout the work will dictate the actual spreading rates. The strike-off squeegee shall be adjusted to provide an arterial slurry surface thickness, which will completely fill the surface voids and provide an additional thickness not exceeding one and one half times the largest top-size stone. This requirement of 1 1/2 stone depth does not apply to rut filling operations as these depths vary greatly according to the surface irregularities.
- viii. **JOINTS.** No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. A maximum of 4.0" overlay will be permitted on longitudinal joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the work. Half passes and an odd width passes will be used only in minimum amounts. If half passes are used, they cannot be the last pass of any paved area. Care shall be taken to ensure straight lines along curb and shoulders. No runoff on these areas will be permitted.

Construction joints shall be neat in appearance and shall be tapered or feathered to conform to the existing surfacing. All excess material shall be removed from the surface upon completion of each run.

- ix. **HAND WORK.** Approved squeegees and lutes shall be used to spread the mixture in areas inaccessible to the spreader box and other areas where hand spreading may be required. Adequate methods such as barricades, flagmen, pilot cars, etc., shall be used to protect the uncured slurry surface from all types of traffic. CITY barricade manual shall be the approved method of providing traffic control.
- x. **PROTECTION OF ARTERIAL SLURRY SEAL SURFACE.** CONTRACTOR shall provide adequate means to protect the uncured product. Any damage done to the product shall be repaired at CONTRACTOR's expense.

Adequate methods such as barricades, flagmen, pilot cars, etc., shall be used to protect the uncured slurry surface from all types of traffic. CITY barricade manual shall be the approved method of providing traffic control.

- xi. **DAMAGE TO ARTERIAL SLURRY SEAL SURFACE.** CONTRACTOR's responsibility to replace arterial slurry surface damage by unexpected rain after spreading shall be limited to the period within four (4) hours of placement of the arterial slurry surface.

IV. SURFACE SEAL. At Various locations as specified by the CITY the CONTRACTOR shall furnish all materials, equipment, tools, labor, etc. as necessary to apply asphalt surface sealcoating. The asphalt surface seal coat may be any one of four differing asphalt surface seal coats groups. Regardless of the selected asphalt surface seal coats group Roadways Section Closers are NOT allowed, CONTRACTOR must adhere to the Traffic Control criteria specified herein, and traffic must be allowed on treated Roadway Sections within a minimum of 6 hours, preference is 4 hours or less, durations longer than 6 hours must be prior approved by the City's Streets Project Manager or Designee. Roadway Sections locations and quantities are not guaranteed; amounts and locations of each surface seal coat type is determined by the City toward the programmatic pavement maintenance strategy.

Prior to an application of any asphalt surface seal coat on an Arterial Roadway section the CONTRACTOR may be required to attest in a written report as to any anticipated impact of the treatment to the Arterial Roadway Section friction yield per the Highway Friction Test(er) index (HFT).

Arizona Department of Transportation (ADOT) Highway Friction Tester (HFT) Index

- Emulates a balding tire, driving 40mph, on a wet surface
- Yields: Above 50 = high friction, 44-50 = medium friction, Below 44 = low friction

57. Group (1) Tire Rubber Modified Surface Seal (TRMSS), OR CITY APPROVED EQUIVALENT. TRMSS is a tire rubber modified asphalt emulsion surface sealer. TRMSS features a unique combination of asphalt cements modified with terminal blended ground whole scrap tire rubber.

i. Standards – Testing:

- General - Tire Rubber content, % 10% minimum

ASTM

- | | | |
|--|-----------------|--------------------|
| • Flash Point, °F | ASTM D 93 | >550 |
| • Softening Point, °F | ASTM D 36 | >130 |
| • Penetration, 77 °F, dmm | ASTM D 5 | 12-30 |
| • Solubility,% | ASTM D 2042 | >98.5 |
| • Uniformity | ASTM D 2939 .05 | PASS |
| <i>Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.</i> | | |
| • Viscosity, Krieb Unit (KU) | ASTM D 562 | 35 - 85 |
| • Viscosity, Centipoise (cP) | | 350 - 850 |
| • Specific Gravity | ASTM D 2939 .07 | Report |
| • Residue by Evaporation | ASTM D 2939 .08 | >33.0% |
| • Softening Point, °F | ASTM D 36 | >250 |
| <i>Residue acquired through ambient evaporation</i> | | |
| <i>Softening point ring filled with an excess meniscus of TRMSS emulsion</i> | | |
| <i>Sample allowed to cure at ambient temperature for 20 hours, OR</i> | | |
| <i>Sample is evaporated within the Softening Point Ring under the criteria of ASTM D 2939 .08 @ 190-200 degrees F. Resulting residue is tested under the ASTM D 36 standard criteria</i> | | |
| • Resistance to Heat | ASTM D 2939 .14 | PASS |
| <i>No sagging or slippage of film beyond the initial reference line after 212°F exposure for 2 hrs.</i> | | |
| • Resistance to Water | ASTM D 2939 .15 | PASS |
| <i>No blistering or re-emulsification after 24 hr submersion in water.</i> | | |
| • Wet Flow | ASTM D 2939 .19 | PASS |
| <i>No flow beyond initial reference line.</i> | | |
| • Direct Flame Test | ASTM D 2939 .20 | PASS |
| <i>No continued combustion or slippage and run-down.</i> | | |
| • Wet Film Continuity | ASTM D 2939 .22 | PASS |
| <i>A uniformly homogeneous consistency.</i> | | |
| • Resistance to Kerosene | ASTM D 2939 .25 | PASS |
| <i>Report any evidence of leakage of kerosene and discoloration of tile under the sealer membrane.</i> | | |
| • Accelerated Weathering Test | ASTM G 154 | PASS @ 1,000 hours |
| <i>No cracking, chipping, surface distortion or loss of adhesion. No color fading or lightening.</i> | | |

International Slurry Seal Association (ISSA) Standards:

- Wet Track Abrasion Test ISSA (TB-100) <1.5%
1/16" wet membrane application, 140 degree 24 hour cure, 1 hour water soak, 1,500 gm rubber hose 5 minute scrub, calculated weight loss, percentage of original volume.

1,000 hours, UVA-340 lamp, 0 .77 W/m2 (v1 .0 calibration), 8 hours UV light @ 50°C, 5 min . spray,
3:55 hours, condensation @ 50°C .

ii. Application / Storage

- Ready to Use - No dilution or heating required.
- Apply with Standard Spreader Trucks - No special equipment required.
- Quick Traffic - Quick breaking emulsion allows traffic flow within 90 minutes. (Under ideal weather conditions.)
- Stable - The emulsion has excellent storage stability and can be handled at any temperature. Once applied and dry, it will not re-emulsify when exposed to water.
- Application Rate (Computer Rate Controlled Spreader), Average Application Rate should be .12-.18 gallon per square yard.
- Sprayed in a single coat application only at a rate that maintains the existing porosity of the pavement. Do not squeegee.
- Surface must be clean and free from loose debris, dirt and dust.
- Bleeding, Product will not bleed "Will Not Flow – thixotropic emulsion", as it is sprayed onto the asphalt pavement.

iii. TESTING of the Surface Seal. The CITY reserves the right to randomly test the material for adherence to specifications. In addition and upon request the following tests and results shall be conducted and provided to the CITY at the CONTRACTORS expense.

- | | |
|---------------------------|-----------------|
| • Tire Rubber content, % | |
| • Wet Track Abrasion Test | ISSA (TB-100) |
| • Residue by Evaporation | ASTM D 2939 .08 |
| • Resistance to Kerosene | ASTM D 2939 .25 |
| • Specific Gravity | ASTM D 2939 .07 |

58. Group (2) OptiPave Surface Seal (OPSS). OR CITY APPROVED EQUIVALENT. OPSS is a clay stabilized asphalt emulsion featuring a unique combination of asphalt cement and specialized clay asphalt emulsion sealer.

i. Standards – Testing:

- | | |
|---------------------------------|---------|
| • General – PAH Content, % | < 0.10% |
| • Volatile Organic Compounds, % | <1% |

ASTM

- | | | |
|-----------------------------------|-----------------|-------------|
| • Flash Point, °F | ASTM D 93 | >450 |
| • Softening Point, °F | ASTM D 36 | >200 |
| • Density at 77°F, b/ml (lbs/gal) | ASTM D2939.07 | 8-9 lbs/gal |
| • VOC Content by Volume,% | ASTM D 244.89 | <10 g/l |
| • Uniformity | ASTM D 2939 .05 | PASS |
| • Viscosity, Krieb Unit (KU) | ASTM D 562 | 60 - 110 |
| • Water Content, % | ASTM D95 | 60% - 65% |
| • ASH Content of Residue, % | ASTM D 2939 .10 | 12% - 20% |
| • Residue by Evaporation | ASTM D 2939 .08 | 30% - 50% |
| • Resistance to Heat | ASTM D 2939 .14 | PASS |
| • Resistance to Water | ASTM D 2939 .15 | PASS |
| • Wet Flow | ASTM D2939 .19 | PASS |
| • Direct Flame Test | ASTM D 2939 .20 | PASS |
| • Wet Film Continuity | ASTM D 2939 .22 | PASS |
| • Resistance to Kerosene | ASTM D 2939 .25 | PASS |

- | | | |
|--|---------------|-------|
| • Accelerated Weathering Test | ASTM G 154 | PASS |
| • Flexibility – no flaking, cracking, or loss of adhesion to substrate | ASTM D2939.16 | PASS |
| • Drying time, Firm Set, h | ASTM D2939.13 | 2 - 6 |

International Slurry Seal Association (ISSA) Standards:

- | | | |
|---------------------------|---------------|--------------|
| • Wet Track Abrasion Test | ISSA (TB-100) | <5g/ft2 loss |
|---------------------------|---------------|--------------|

ii. Application / Storage

- Ready to Use - No dilution or heating required.
- Apply with Standard Spreader Trucks - No special equipment required.
- Quick Traffic - Quick breaking emulsion allows traffic flow within 90 minutes. (Under ideal weather conditions.)
- Stable - The emulsion has excellent storage stability and can be handled at any temperature. Once applied and dry, it will not re-emulsify when exposed to water.
- Application Rate (Computer Rate Controlled Spreader), Average Application Rate should be .12-.18 gallon per square yard.
- Sprayed in a single coat application only at a rate that maintains the existing porosity of the pavement. Do not squeegee.
- Surface must be clean and free from loose debris, dirt and dust.

iii. TESTING of the Surface Seal. The CITY reserves the right to randomly test the material for adherence to specifications. In addition, and upon request the following tests and results shall be conducted and provided to the CITY at the CONTRACTORS expense.

- | | |
|---------------------------------|-----------------|
| • General – PAH Content, % | |
| • Volatile Organic Compounds, % | |
| • Wet Track Abrasion Test | ISSA (TB-100) |
| • Residue by Evaporation | ASTM D 2939 .08 |
| • Resistance to Kerosene | ASTM D 2939 .25 |
| • Specific Gravity | ASTM D 2939 .07 |

59. Group (3) Polymer – Modified Masterseal (PMM), OR CITY APPROVED EQUIVALENT (PMM) is a mineral filled asphalt emulsion pavement sealer blended with polymers and special surfactants for superior adhesion, flexibility, and durability. PMM formulated to be job-mixed with aggregate.

i. Standards – Testing:

- | | |
|--|----|
| • General - Percent Polymer Solids to Asphalt by wt. | 2% |
|--|----|

ASTM

- | | | |
|---|------------|---------------|
| • Penetration of Bituminous Materials-Base Asphalt | ASTM D5 | 12-45 Pen |
| • Density of Emulsified Asphalt | ASTM D6937 | 1000-1300 g/l |
| • Settlement and Storage Stability of Emulsified Asphalts | ASTM D6930 | 20% max/ 24hr |
| • Ductility of Bituminous Materials-Base Asphalt | ASTM D113 | 5-15 cm |
| • PH of Aqueous Solutions with Glass Electrodes | ASTM E70 | 6 – 10 PH |
| • Vapor Pressure (VPX), mm Hg @ 25° C (77° F) | ASTM D6378 | 22-26mm Hg |
| • Softening Point of Emulsion Residue (Ring and Ball Apparatus) | ASTM D36 | >200°F |
| • Flash Point of Liquid Emulsion | ASTM D93 | >450°F |
| • Viscosity using a Stormer-Type Viscometer | ASTM D562 | 60-110KU |

• Abrasion Resistance- Taber Abraser Dry Method	ASTM D4060	<1% Loss
• Mandrel Bend Test of Attached Coatings	ASTM D522	No Cracking
• Water Resistance of Coatings using Water Immersion	ASTM D870	No Delaminate
• Resistance to Wind-Driven Rain	ASTM D6904	No Delaminate
• Water Resistance of Coatings Using Controlled Condensation	ASTM D4585	No Delaminate
• Wet Track Abrasion Test	ASTM D3910.6.4	<15g/ft ² Loss
• Water Resistance of Coatings Using Water Fog Apparatus	ASTM D1735	No Delaminate
• Water Resistance of Coatings in 100% Relative Humidity	ASTM D2247	No Delaminate
• Adhesion Strength over Asphalt Pavement	ASTM D4541	>200 PSI
• Uniformity of Emulsified Bituminous Coatings	ASTM D2939.05	PASS
• Weight per Gallon	ASTM D2939.07	9-11 lbs/gal
• Residue by Evaporation, %	ASTM D2939.08	40-60%
• Drying Time- 50% humidity, 73.4 ± 3.6°F	ASTM D2939.13	2-6 HRS
• Resistance to Impact- No Chipping, Cracking or Delamination	ASTM D2939.26	PASS
• Uniformity of Emulsified Bituminous Coatings	ASTM D2939.05	PASS
• Weight per Gallon	ASTM D2939.07	9-11lbs/gal
• Ash Content of Residue, %	ASTM D2939.10	40-60%
• Resistance to Heat- No Blistering, sagging or slipping	ASTM D2939.14	PASS
• Resistance to water- No softening, delamination or re-emulsification	ASTM D2939.15	PASS
• Flexibility- No Cracking or Delamination	ASTM D2939.16	PASS
• Wet Film Continuity	ASTM D2939.22	PASS
• Resistance to Kerosine (Fuel Resistance)	ASTM D2939.25	PASS
• Resistance to Impact- No Chipping, Cracking or Delamination		
• Resistance to Impact After Accelerated Weathering		
• Water Content, %		
• Asphalt Content by Weight, %		
• QUV UV Aging-1,000 Hours		
• Measuring Adhesion by Tape- No More than a Trace of Peeling		
• Determination of Volatile Organic Compounds (VOC) in various Coatings		
• Polycyclic Aromatic Hydrocarbon Content (Percentage)		

ii. **Application**

- Surface must be clean and free from loose material and dirt. Cracks should be filled filled prior Crack Filler/Sealer.
- MIXING PROCEDURES (based on 100 gallons)

*PMM... 100 gallons	*Sand (40-70 mesh)...	..200-400 lbs.
---------------------	-----------------------	----------------
- Application Conditions PMM shall not be applied when temperature is expected to drop below 50°F during application and for a period of at least 24 hours after application.
- Apply with Standard Spreader Trucks capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of mixed material throughout the application process. Hand squeegees and brushes and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.
- Spray in a single coat application for Residential roadway sections and Two single coat

applications for Arterial Roadway sections. Hand squeegees and brushes and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

- Application Rate of Sand and PMM Mix (Computer Rate Controlled Spreader), Average Application Rate should be (7.77 to 9.11 SY per gallon).

iii. **TESTING of the Surface Seal.** The CITY reserves the right to randomly test the material for adherence to specifications. In addition, and upon request the following tests and results shall be conducted and provided to the CITY at the CONTRACTORS expense.

- General - Percent Polymer Solids to Asphalt by wt., %
- Wet Track Abrasion Test ISSA (TB-100)
- Residue by Evaporation ASTM D 2939 .08
- Resistance to Kerosene ASTM D 2939 .25
- Specific Gravity ASTM D 2939 .07

60. Group (4) Mastic Seal (ONYX), OR CITY APPROVED EQUIVALENT Application of a surface preservation treatment consisting of an engineered mixture of fine aggregates, clay, polymers, additives, and an asphalt emulsion that cures by evaporation.

a) **Standards:**

AASHTO

- R 9 Acceptance Sampling Plans for Highway Construction
- T11 Materials Finer than # 200 Sieve
- T 27 Sieve Analysis of Fine & Coarse Aggregates
- T 59 Standard Method of Test for Emulsified Asphalt
- T 84 Specific Gravity and Absorption of Fine Aggregate
- T 308 Determining the Asphalt Binder Content of Hot-Mix Asphalt (HMA) by the Ignition Method
- T 327 Standard Method of Test for Resistance of Coarse Aggregate to
- Degradation by Abrasion in the Micro-Deval Apparatus

ASTM

- C 117 Materials Finer Than 0.075mm (No. 22) Sieve in Mineral Aggregates by Washing
- C 136 Sieve Analysis of Fine and Coarse Aggregates
- D 5 standard Test Method for Penetration of Bituminous Materials
- D 244 Standard Test Methods and Practices for Emulsified Asphalts
- D 6937 Standard Test Method for Determining Density of Emulsified Asphalt
- D 2196 Rheological Properties of Non-Newtonian Materials By Rotational (Brookfield Type) Viscometer
- D 3910 Standard Practices for Design, Testing and Construction of Slurry Seal
- D 7428 Standard Test Method for Resistance of Fine Aggregate to
- Degradation by Abrasion in the Micro-Deval Apparatus
- E 1911 Standard Test Method for Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester

International Slurry Seal Association (ISSA) Standards:

- TB 100 Wet Track Abrasion of Slurry Surfaces
* *Modified test procedure available upon request*

b) **Application Constraints:**

- **Weather Limitations:**
 - Temperature:

- Apply surface treatment material when pavement and air temperature in the shade is above 60°F and rising
- Do not apply surface treatment material when the temperature is projected below 32°F within 72 hours prior or after planned application
- **Moisture and Other Conditions:**
 - Do not apply surface treatment material during rain, when road surface moisture is present, or during other adverse weather conditions
 - Cease operations when weather or other conditions prolong opening pavement surface to traffic beyond four (4) hours after completion of final application.

c) **Standards and Testing:**

1) **Emulsified Asphalt: grades CSS-1, or CSS-1h, in accordance with Table 1**

Table 1

Table 1 – Emulsified Asphalt	
Test on Emulsion	
Viscosity @ 77F (25C), SSF, seconds	15 --- 300
Residue from Distillation, Weight %	57% minimum
Sieve Test % Retained on 20 mesh sieve	0.10 maximum
Particle Charge, Electroplate	Positive
Settlement, (Storage Stability), 24 hours	1% maximum
Test on Residue from Distillation	
Penetration @ 77 F, 100 grams, 5 seconds	20 --- 90
Solubility in TCE	97.5 minimum
Ductility @ 77 F, cm.	40 minimum
Elastic Recovery, % AASHTO T-301 (1)	55 minimum

2) **Aggregate and Gradation in accordance with table 2.**

- Aggregate: Use aggregate that is clean and free from organic matter or other detrimental substances
- Gradation: Perform physical property tests on aggregates that are received before blending into sealer.
- Micro Deval on aggregate larger than #60 sieve U.S Includes all mineral components

Table 2

Table 2 – Aggregate – Physical Properties (a)			
Criterion	Standard	Min	Max
Water Absorption	%, AASHTO T-84	--	4
Micro-Deval	% (b), ASTM D-7428	--	20

Gradation (c)		
Sieve, Standard	Passing	Target Tolerance
No. 8, ASTM C136	100	
No. 16, ASTM C136	80-100	
No. 30, ASTM C136	75-100	+/- 5
No. 60, ASTM C136	50-85	+/- 5
No. 100, ASTM C136	40-65	+/- 5
No. 200, ASTM C117	25-65	+/- 5

3) Additives and Mix Design.

- **Central Plant Additives:**
 - Polymers, clays, and other additives may be used at the central plant, as necessary, to achieve mix design performance
 - Required minimum latex content by weight shall be 4%, (1)
 - The central plant shall use water that is clean, non-detrimental, and free from salts and contaminant
 - Contractor shall not dilute mixture in the field with water or any other additive
- **Mix Design:**
 - Use the modified method to account for realistic application depth and fine emulsion mixture
 - Establish base friction value using prepared laboratory compacted slab of approved mix as surface to be tested. The Dynamic Friction Test (DFT) number ratio should indicate that after application of the mastic seal, the surface retains required minimum percentage DFT number of the original pavement surface.

Table 3

Asphalt Mastic – Mix Design			
Test	Standard	Min	Max
Wet-Track Abrasion Loss (3-day soak), g/m2 (a)	ISSA TB 100, ASTM D3910	--	80
Asphalt content by Ignition Method	%, AASHTO T-308	30	--
Dynamic Friction Test Number @ 20 kph (ratio) (b)	ASTM E1911	0.90	--

4) Production and Field Sample

- T-59 sample shall be dried to a state where measurements taken 20 minutes apart do not change indicate
- Samples shall be tested within 7 days

*** Sample size should be reduced to achieve asphalt quantity Important! This test should be performed on a completely dry sample*

Table 4

Asphalt Mastic – Manufacture & Field Samples			
Test	Standard	Min	Max
Solids content by evaporation	%, AASHTO T-59*	48	--
Asphalt content by Ignition Method	%, AASHTO T-308**	30	--
Rotational Viscosity @ 20 RPM / RV spindle (cPs) @ 25 C	ASTM D2196	800	4000

***Testing Report: If requested by City Representative, submit a report of source and field acceptance testing performed by Contractor and Suppliers as per Table 4*

d) Application / Placement

1) Distribution Equipment

- Mixing Equipment – All materials shall be thoroughly mixed as to produce a homogenous surface treatment. Individual volume or weight controls for proportioning each material in the mix shall be provided. Materials shall be

added by a calibrated controlled device capable of monitoring the amount of material used at the time.

- Distribution Equipment – The Distributor shall be equipped with a full sweep agitation system, a pumping system designed to handle fine aggregate mixes, and sufficient power to operate the full spray system and the agitation system at the same time. The Distribution Equipment shall be equipped with a monitoring system that ensures the even distribution of material and measures the application rate of the mix.
- Storage Tanks – If the mix is being delivered from a central mixing plant, then a job site storage tank shall have the minimum capacity of the entire transport load. The storage tank shall have an internal full sweep mixing system having a mixing capability of providing a homogenous mix representing the mix design at any given location within the tank.
- Environmental Protection – Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment.

2) Storage Tanks

- When delivering mix from the central mixing plant to a job site storage tank, Contractor shall use only storage tanks with a minimum capacity to contain the entire transport load.
- Contractor shall ensure that all storage tanks being used on the project contain the mix, have an internal full sweep mixing system, have a mixing capability of providing a homogenous mix that represents the mix design at any given location within the tank.

3) Surface Cleaning:

- Remove loose material, mud spots, sand, dust, oil, vegetation and other contamination material
- When using water to clean pavement, allow cracks and surface to dry thoroughly

4) Construction Requirements:

- Protect trees, plants, and other ground cover from damage
- Prune trees to allow equipment passage underneath
- Mask off end of streets and intersections to provide straight lines
- Protect curb, gutter, and sidewalk from spatter, mar, or overcoat

5) Application Rate: Based upon weigh tickets and yield tests.

- First coat is 0.10 to .0.15 gallons per square yard.
- Total quantity after second coat is 0.25 gallons minimum.
- Application Rate: Adjust according to surface conditions, only after obtaining review by City Representative.

6) General:

- Two separate application coats are required. The first application must be thoroughly set and free of any damp areas before the second application begins.
- Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted
- Application should be even and free of obvious light and heavy area.
- Do not reduce application rate along edges or around manhole covers.
- Make straight lines.
- Hand sprayers and squeegees to apply mix in areas that cannot be reached with distribution spray bar.
 - Provide complete and uniform coverage
 - Avoid unsightly appearance from handwork

e) Acceptance:

- 1) Protect surface treatment material from traffic until it has cured and is capable of supporting traffic without any tracking.
- 2) Do not apply permanent lane markings or paint until final application of material is dried to tack free conditions.
- 3) Mat Appearance:
 - No runoff onto concrete curbs, curb pans, and shoulders
 - No streaking
 - No light spots
 - No de-bonding due to road contaminants
 - Total coverage of the pavement surface has a homogenous appearance
- 4) **TESTING of the Surface Seal.** The CITY reserves the right to randomly test the material for adherence to specifications. In addition and upon request the following tests and results shall be conducted and provided to the CITY at the CONTRACTORS expense.

○ Required minimum latex content by weight, %	
○ Wet Track Abrasion Test	ISSA (TB-100)
○ Residue by Evaporation	ASTM D 2939 .08
○ Resistance to Kerosene	ASTM D 2939 .25
○ Sieve Analysis of Fine and Coarse Aggregate	ASTM C 136

61. TRAFFIC CONTROL. CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. Traffic control shall include uniformed Chandler Police Officer and squad car as required.

62. STRIPING. CONTRACTOR shall provide CITY with striping as-builds before start of project. All striping shall follow the latest version of the CITY Standard Details and Specifications Manual. No striping shall begin until approved by CITY Traffic Engineering Division and Contract Administrator/designee. Temporary striping is

required where thermo striping is to be applied at a later time. Street intersections which require striping shall not remain un-striped for more than three consecutive days.

63. SURVEY MONUMENTS. This work will consist of adjusting survey monuments and brass caps. Survey markers shall be adjusted according to MAG Standard Detail 120. Frames and covers shall be adjusted according to MAG Standard Detail 270. Survey markers shall be re-established and referenced by a Registered Land Surveyor (RLS). The RLS shall reset and punch the survey markers. Any and all new survey coordinates shall be recorded and described in detail to the City of Chandler and governing authorities by the RLS.

V. ALLEY MILLING – DUST CONTROL MITIGATION. At Various locations as specified by the CITY the CONTRACTOR shall furnish all materials, equipment, tools, labor, etc. as necessary to grade Alleys/Alley Right-of-Way using a rotary asphalt-milling machine equipped with a conveyor belt which can load milled material directly into dump trucks. The CONTRACTOR shall over-excavate approximately 6" below the current surface grade at an average width of 14 feet or as directed by a Contract Administrator/designee.

64. SUB-GRADE COMPACTION: The alley sub-grade shall be compacted to 95% by CONTRACTOR as outlined in Maricopa Association of Governments (MAG) standard specification 301.

65. FINISHED GRADE COMPACTION: The finished alleys shall be compacted to 100% relative density by CONTRACTOR as determined in MAG 310 standard specifications or until compaction has met its optimum density as approved by the Street Division inspector using typical rolling patterns. All water valves, manhole lids, survey monuments, water meters, etc. shall be protected, adjusted to grade and collared in concrete when existing or required by Contract Administrator/designee. Survey monuments shall be re-established and referenced by a Registered Land Surveyor (RLS). The RLS shall reset and punch the survey monuments. CONTRACTOR shall, at their cost, replace all property, materials or equipment both private and public that is destroyed, damaged, ruined or left contaminated as a result of this work.

66. NOTIFICATION TO PUBLIC: CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to work beginning and include any and all pertinent information, description of work, times, schedules and CONTRACTORS name with 24-hour contact numbers. The flyer information shall be submitted to the Contract Administrator/designee for approval before distribution. Extreme care shall be taken by CONTRACTOR to ensure that all alley access (gates, garage doors, etc.) are clear and free of material that would obstruct operation or admission.

67. INSPECTION, COORDINATION & SAFETY. CONTRACTOR shall identify (Blue Stake) and coordinate all work with any and all solid waste, utility or communication companies, CITY departments and the CITY Utility Coordinator for scheduling and project conflicts. All affected utilities or communications shall be marked, protected, adjusted and repaired by CONTRACTOR as needed. CONTRACTOR shall establish meetings with utility, communication companies (Cox, Qwest, SRP, APS etc...) and CITY's Solid Waste garbage pick-up prior to start of work. CONTRACTOR shall maintain weekly schedules and coordinate work with solid waste, utility, communication companies and CITY Utility Coordinators. CONTRACTOR shall have utility and communication companies verify depth and location of utility lines and repair all lines not buried to the proper depths or in inappropriate right-of- ways. The CONTRACTOR shall be responsible for the coordination and repair of all damaged utilities resulting from this work and will coordinate with the appropriate utility companies and affected residents and businesses for the required outages and/or repairs.

68. CITY UTILITY CONTACT: Dennis Aust: 480-782-3315

69. TRASH CONTAINERS: The CONTRACTOR shall be responsible for the removal and replacement of all alley trash containers. Trash containers are 300-gallon plastic receptacles which will require specialized equipment to lift and move. All trash containers will be temporarily located on the street or at the end of

the alleyways or as directed by Contract Administrator/designee. The CONTRACTOR will install lit barricades or lit vertical panels for each trash container located on street right-of-ways. Each trash container will be returned in the alleyway at the exact previous location.

- 70. TRAFFIC CONTROL.** CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. Traffic control shall include uniformed Chandler Police Officer and squad car as required.
- 71. SURVEY MONUMENTS.** This work will consist of adjusting survey monuments and brass caps. Survey markers shall be adjusted according to MAG Standard Detail 120. Frames and covers shall be adjusted according to MAG Standard Detail 270. Survey markers shall be re-established and referenced by a Registered Land Surveyor (RLS). The RLS shall reset and punch the survey markers. Any and all new survey coordinates shall be recorded and described in detail to the City of Chandler and governing authorities by the RLS.
- 72. INSPECTIONS:** Final and daily progress inspections will be conducted by Contract Administrator/designee and CONTRACTOR.
- 73. MATERIAL.** The over-excavated alley waste material shall be hauled off and disposed of by CONTRACTOR at their expense. The fill material used by CONTRACTOR shall consist of asphalt millings provided by the CONTRACTOR. CONTRACTOR shall process asphalt millings with water until optimum moisture content is achieved. CONTRACTOR shall load, transport, place, process, water, grade, compact and fog seal the alley asphalt millings. The alley asphalt milling maximum size used by CONTRACTOR shall not be greater than materials that shall pass freely through a 3/4" crusher screen supplied by CONTRACTOR. Approximately 6" of asphalt millings shall replace the over- excavated waste material in the alleys and be placed in a uniformed manner using a self-propelled asphalt lay down paving machine by CONTRACTOR.
- 74. PROTECTION OF PROPERTY & TREATED SURFACE.** Extreme care shall be taken by CONTRACTOR to the graded alley to provide a presentable and well-drained area. CONTRACTOR shall conduct clean up after each day and at the end of the project to include streets, grates, and sidewalks and around all gates or entrances. All property, both CITY and public, shall be protected by CONTRACTOR from equipment, manpower, materials and fog seal oils.
- 75. FOG SEAL:** The alley asphalt millings shall be sealed with a fog seal coat (ss-1h, css-1h or cqsh or approved equal or approved superior product) by CONTRACTOR as outlined in MAG 333 standard specification or as specified by the Street Division. Sealed alleys shall be protected by CONTRACTOR using barricades from being damaged by the public, vehicle traffic and all other interrelated work. CONTRACTOR shall clean up all fog seal track out from the alleys and adjust application flow rates when required or as directed by the Contract Administrator/designee. Typical flow rate for this project is between 0.12 and 0.16 gallons per square yards.
- 76. PERMITS:** CONTRACTOR shall be required to provide dust control permit(s). The CONTRACTOR shall obtain at their expense all necessary permits, fees, and training to include but not limited to a Maricopa County Dust Control Permit. The CONTRACTOR shall follow and abide by all regulations, policies and procedures set forth and described by the permitting agency(s), authority(ies) or government organization(s). The CONTRACTOR shall utilize a PM-10 certified

mechanical broom sweeper throughout the project to remove track out from alleyways and for general clean up. The CONTRACTOR shall develop and submit a Stormwater Pollution Prevention Plan (SWPPP) to the Street Division Stormwater Program Coordinator for approval. CONTRACTOR will not start any construction activity prior to the approval of the SWPPP.

VI. ALLOWANCES.

- 77.** Traffic control CONTRACTOR shall be responsible for ordering and coordination of barricading and traffic control requirements. Set up shall be per the CITY/agency Traffic Barricade manual and MUTCD. Contractor to be paid as invoiced **PER DAY**
- i. Barricading restrictions on arterial streets cannot be in place earlier than 8:30 a.m. or after 4:00 p.m.
 - ii. Barricading restrictions on Residential/Collectors streets cannot be in place earlier than 7:00 a.m. or after 4:00 p.m. Prior approval must be requested by the CONTRACTOR and approved by the CITY Streets Project Manager for Barricading restrictions on Residential/Collectors in place by 5:00 AM.
- 78.** Traffic control may include uniformed Chandler Police Officer and squad car as required. CONTRACTOR shall be paid the actual cost of hiring the uniformed Chandler Police Officer.
- 79.** Owner's Allowance for unforeseen conditions. During the event of a project location being impacted by an unforeseen condition as approved and directed by the Streets Project Manager the CONTRACTOR to be paid on a Time and Materials Basis.

EXHIBIT B TO AGREEMENT COMPENSATION AND FEES

Prices shall be tax inclusive.

Item No.	Description	Qty	Unit	Unit Price
Asphalt Patch Removals and Replace				
1	Mill Asphalt 1.5"- 2.0" (1-165,000)	1	SY	\$ 4.00
2	Mill Asphalt 1.5"- 2.0" (165,001-335,000)	1	SY	\$ 2.75
3	Mill Asphalt 1.5"- 2.0" (335,001-600,000)	1	SY	\$ 2.50
4	Pave 2" (12.5mm EVAC A/C Mix) (1-165,000)	1	SY	\$ 19.00
5	Pave 2" (12.5mm EVAC A/C Mix) (165,001-335,000)	1	SY	\$ 14.00
6	Pave 2" (12.5mm EVAC A/C Mix) (335,001-600,000)	1	SY	\$ 13.00
7	A/C Base Repair (1-35,000)	1	SY	\$ 15.00
8	A/C Base Repair (35,001 – 65,000)	1	SY	\$ 12.50
9	A/C Base Repair (65,001 – 100,000+)	1	SY	\$ 10.00
10	Speed Humps per COC Traffic Specifications (includes striping pattern per CoC Traffic Engineering Specs) (1-4)	1	EA	\$ 800.00
11	Speed Humps per COC Traffic Specifications (includes striping pattern per CoC Traffic Engineering Specs) (5-8)	1	EA	\$ 750.00
12	Speed Humps per COC Traffic Specifications (includes striping pattern per CoC Traffic Engineering Specs (8+)	1	EA	\$ 700.00
13	Crack Fill (1-200,000)	1	LF	\$ 4.00
14	Crack Fill (200,001 - 400,000)	1	LF	\$ 3.50
15	Crack Fill (400,001-600,000+)	1	LF	\$ 1.95
Utility / Monument Adjustments				
16	Pre-lower manhole frame and covers	1	EA	\$ 395.00
17	Adjust Existing manhole frame, rings, and covers per MAG Detail 270, 271, 420-1 and/ 422	1	EA	\$ 570.00
18	Install and adjust CITY provided Composite manhole frame, rings, and cover per City of Chandler Detail C-400 and/or C-401. Invoiced as Each per adjustment.	1	AL	\$ 100,000
19	Pre-lower valves, survey monuments, and sanitary sewer cleanouts	1	EA	\$ 395.00
20	Adjust frame and covers for valves, survey monuments, and sanitary sewer cleanouts per MAG Detail 270	1	EA	\$ 555.00
Slurry Seal Type II				

21	CSS-1h, (1 - 250)	1	ton	\$ 800.00
22	CSS-1h, (251 - 750)	1	ton	\$ 750.00
23	CSS-1h, (751 - 1,000+)	1	ton	\$ 750.00
24	Dry Aggregate Type II, (1 - 525), Residential	1	ton	\$ 430.00
25	Dry Aggregate Type II, (526 - 1,575), Residential	1	ton	\$ 430.00
26	Dry Aggregate Type II, (1,576 - 4,750+), Residential	1	ton	\$ 400.00
27	Dry Aggregate Type II, (1 - 305), Arterial	1	Ton	\$ 430.00
28	Dry Aggregate Type II, (306 - 915), Arterial	1	ton	\$ 430.00
29	Dry Aggregate Type II, (916 -2,750+), Arterial	1	ton	\$ 400.00
30	Group I TRMSS, (1 - 115,000)	1	Gallon	\$ 8.50
31	Group I TRMSS, (115,001 - 230,000)	1	Gallon	\$ 8.00
32	Group I TRMSS, (231,001 - 350,000+)	1	Gallon	\$ 7.50
33	Group II OPSS, (1 - 115,000)	1	Gallon	\$ 8.50
34	Group II OPSS, (115,001 - 230,000)	1	Gallon	\$ 8.00
35	Group II OPSS, (231,001 - 350,000+)	1	Gallon	\$ 7.50
36	Group III PMM, (1 - 115,000)	1	Gallon	\$ 8.75
37	Group III PMM, (115,001 - 230,000)	1	Gallon	\$ 8.75
38	Group III PMM, (231,001 - 350,000+)	1	Gallon	\$ 8.75
39	Group IV Onyx Mastic Seal, (1 - 115,000)	1	Gallon	\$ 8.75
40	Group IV Onyx Mastic Seal, (115,001 - 230,000)	1	Gallon	\$ 8.75
41	Group IV Onyx Mastic Seal, (231,001 - 350,000+)	1	Gallon	\$ 8.75
Alley Milling - Dust Control				
42	Milling Alley/Alley Right-of-Way (1-115,000). Average depth 6"	1	SY	\$ 8.50
43	Milling Alley/Alley Right-of-Way (115,001 - 350,000+). Average depth 6"	1	SY	\$ 8.50
44	Asphalt Millings (supply, prepare, haul, and place) (1-115,000). Average depth 6"	1	SY	\$ 12.50
45	Asphalt Millings (supply, prepare, haul, and place) (115,001 - 350,000+). Average depth 6"	1	SY	\$ 12.50
46	Asphalt Emulsion (Fog Seal) (1-25,000)	1	Gallon	\$ 8.00
	Asphalt Emulsion (Fog Seal) (25,001-65,000+)	1	Gallon	\$ 7.50
47	Pre-construction video of alleyway conditions	1	LS	\$ 1.00
48	Material and Density Testing	1	LS	\$ 1.00
Striping				
49	4" Yellow Paint	1	LF	\$ 1.35
50	4" White Paint	1	LF	\$ 1.35
51	6" White Paint	1	LF	\$ 1.90
52	8" White Paint (Turn Lane) - Temporary	1	LF	\$ 3.50
53	8" White Thermo (Turn Lane)	1	LF	\$ 3.50
54	12" White Paint (Crosswalks) - Temporary	1	LF	\$ 5.00

55	12" White Thermo (Crosswalks)	1	LF	\$ <u>5.00</u>
56	18" White Paint (Stop Bars) - Temporary	1	LF	\$ <u>6.00</u>
57	18" White Thermo (Stop Bars)	1	LF	\$ <u>6.00</u>
58	24" White Thermo (Railroad Stop Bars)	1	LF	\$ <u>6.00</u>
59	Railroad Symbols (Per MUTCD)	1	SETS	\$ <u>40.00</u>
60	School Crosswalks: 24"X10' Yellow High Visibility Rectangles	1	SETS	\$ <u>40.00</u>
61	School Roll Out Yellow Dots (24" Dia.)	1	EA	\$ <u>15.00</u>
62	Turn Arrows, Paint – Temporary	1	EA	\$ <u>50.00</u>
63	Turn Arrows, Thermo	1	EA	\$ <u>90.00</u>
64	Bike Lane Symbols	1	EA	\$ <u>50.00</u>
65	White Raised Pavement Markers (RPMs)	1	EA	\$ <u>5.50</u>
66	Yellow Raised Pavement Markers (RPMs)	1	EA	\$ <u>5.50</u>
67	Blue Fire Hydrant Reflectors	1	EA	\$ <u>5.50</u>
68	Temporary Chip Seal Pavement Markers/Tabs, Yellow	1	EA	\$ <u>2.00</u>
69	Temporary Chip Seal Pavement Markers/Tabs, White	1	EA	\$ <u>2.00</u>
Miscellaneous				
70	General Survey	1	HR	\$ <u>100.00</u>
71	Project Signs	1	EA	\$ <u>10.00</u>
72	Contractor Informational Signs	1	EA	\$ <u>10.00</u>
73	Traffic Control Arterial Roadway Sections (Contractor to be paid as invoiced per one 24 hour day)	1	AL	\$ <u>250,000</u>
74	Traffic Control Residential and Collector Roadway Sections (Contractor to be paid as invoiced per one 24 hour day)	1	AL	\$ <u>100,000</u>
75	City of Chandler Uniformed Police Officer. (Contractor to be paid as invoiced the actual cost of hiring police officer per day)	1	AL	\$ <u>75,000</u>
76	Owner's Allowance for unforeseen conditions	1	AL	\$ <u>50,000</u>

Night and weekend work: It is anticipated that most work will be performed during daytime barricading restriction hours from 5:00AM to 4:00PM. Premium compensation for **CITY Streets Project Manager Pre-APPROVED** night, weekend, and holiday work shall be bid as a multiplier factor to be applied to individual unit cost on each bid item used. No additional compensation will be permitted for night and weekend work.

Description-Premium Compensation	PERCENTAGE
The contractor must provide this multiplier factor to be stated as a percentage amount.	0.00%

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

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

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

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each

occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

- D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
 - 1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' 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.
 - 2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor

- will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.
3. 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.
 - a. 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.
 - b. 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.
 - c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
 - d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
 - e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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

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

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

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

EXHIBIT E
ADA TRUNCATED DOMES (TILES)
APPROVED PRODUCTS LIST

1.

NWC Erie St and Cheri Lynn Dr
Cast in Tact Wet Set
By N-Direct
Installation Date: 02/2007
Contact Info
TF Valdez Construction Supply Co., Inc
5660 South 32nd Street, Suite #105
Phoenix, AZ 85040
(602) 305-8575

2.

SEC Erie St and Evergreen St
TekWay Dome Tiles w/Anchor
By StrongGo Inc
Installation Date: 07/2007
Contact Info
StrongGo LLC
3296 E. Hemisphere Loop
Tucson, Arizona 85706
Tel: (520) 547-3510

3.

SWC Erie St and Vine St
ADA Arcis Tactile
By Arcis Corp
Installation Date: 03/2009
Contact Info
Atlas Construction Supply, Inc
1611 S. 27th Ave.
Phoenix, Arizona 85009
Tel: (602) 256-0600

Note: composite tiles are not a suitable substitute for the "hard" tiles listed on this Exhibit and will not be used on this contract.

EXHIBIT F
SUBCONTRACTOR'S LIST

Each bidder MUST complete information regarding each Sub-Contractor which may be used in conjunction with this contract. The bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subs).

NAME: Specialty Companies LICENSE 193227
 ADDRESS: 22223 N. 16th St Phoenix, AZ 85024
 CONTACT PERSON / TELEPHONE: PJ Mizioch/ 602-550-1980
 EMAIL ADDRESS: pmizioch@scofaz.com
 EXTENT OF WORK: Utility Adjustments

NAME: Franklin Striping LICENSE 115703
 ADDRESS: 2832 S. 45th St Phoenix, AZ 85040
 CONTACT PERSON / TELEPHONE: Randy Franklin/ 602-695-9748
 EMAIL ADDRESS: randy@franklinstriping.com
 EXTENT OF WORK: Striping

NAME: Bryco Asphalt Milling LICENSE 206914
 ADDRESS: 1959 S. Power Road Mesa, AZ 85206
 CONTACT PERSON / TELEPHONE: Brady Short/ 480-415-4969
 EMAIL ADDRESS: brady@brycomilling.com
 EXTENT OF WORK: Milling

NAME: Metro Traffic Control LICENSE 196764
 ADDRESS: 4950 W Watkins St Phoenix, AZ 85043
 CONTACT PERSON / TELEPHONE: Sabino Castro/ 602-390-3274
 EMAIL ADDRESS: sabino@metrotrafficcontrol.net
 EXTENT OF WORK: Traffic Control

EXHIBIT G1
CONSTRUCTION SIGN DETAIL 1

If the work will take less than one (1) week to perform, such signage shall:

- a. Be installed on temporary supports at an approved location;
- b. Be placed in such positions that they can be read by traffic from each direction;
- c. Be colored "construction orange" with black letters;
- d. Have block letters at least 6" in height;
- e. Contain the following information: the name of CONTRACTOR for whom the work is being performed;
- f. a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be returned by such a representative of the CONTRACTOR within 24-hours.

**EXHIBIT G2
CONSTRUCTION SIGN DETAIL 2**

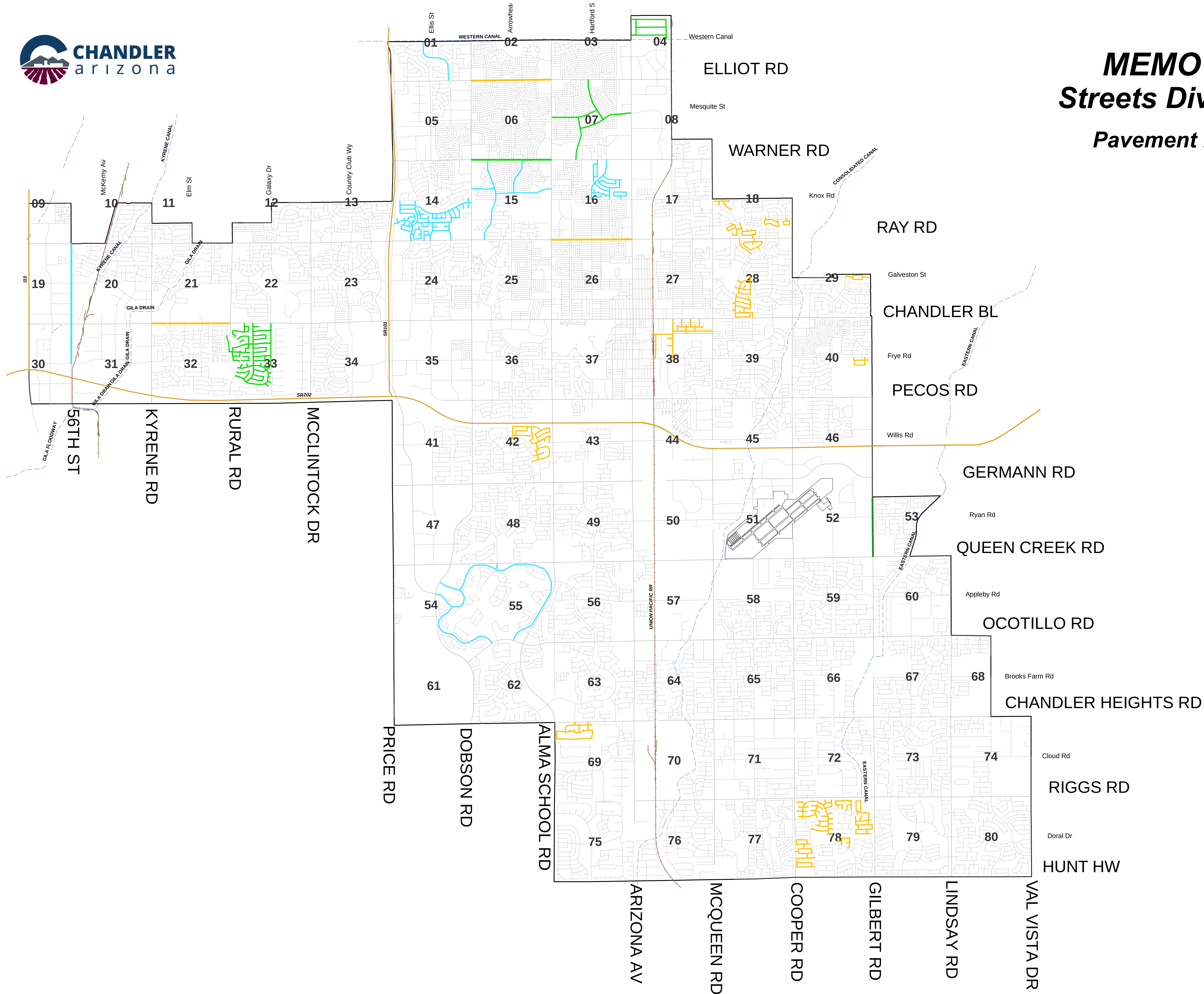
**DEVELOPER
CONTRACTOR
ASPHALT PATCHWORK
9-1-25 TO 9-30-25
(480) 782-XXXX**



MEMO NO: ST25-020

Streets Division - Contracted

Pavement Maintenance Program



- Asphalt Repaving (Mill and Overlay)
- Slurry Seal
- Asphalt Emulsion Seal





City Council Memorandum Public Works & Utilities Memo No. CP25-112

Date: May 05, 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 Agreement No. WW2001.403, Change Order No. 3, with Garney Companies, Inc., for the Ocotillo Brine Reduction Facility (OBRF) Hydrochloric Acid Storage and Weak Acid Containment Mixing Improvements

Proposed Motion:

Move City Council award Agreement No. WW2001.403, Change Order No. 3, to Garney Companies, Inc., for the Ocotillo Brine Reduction Facility Hydrochloric Acid Storage and Weak Acid Containment Mixing Improvements, increasing the agreement amount by \$125,183.69.

Background/Discussion:

On October 19, 2023, City Council awarded Construction Agreement No. WW2001.403 to Garney Companies, Inc., for improvements at OBRF, located at 3737 S. Old Price Road. Improvements included the installation of a new hydrochloric acid storage tank, relocation of existing containment, new mixing equipment for acid storage, electrical and control upgrades, and other related items. During construction startup, it was found that the installed pumps did not perform as intended. As a result, modifications were required to lower the pumps to fix the issue. The designer of record will reimburse all costs associated with this change order.

The project scope of work for Change Order No. 3 includes work required to lower the pumps. An additional 268 calendar days have been added for a revised total of 658 calendar days to final completion, following the Notice to Proceed.

Evaluation:

Staff reviewed the scope of work, billing rates, and total fee for the Change Order No. 3 and determined them to be reasonable.

Financial Implications:

The designer of record will reimburse all costs associated with this change order. The change order is in the amount of \$125,183.69, for a revised total agreement amount not to exceed \$2,003,510.61.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
616.3910.6814.0.6WW686	Wastewater Industrial Process Treat	Intel OBRF Improvements	\$125,183.69	Y

Attachments	
Change Order No. 3 - Garney Location Map	



Project Name: Ocotillo Brine Reduction Facility Hydrochloric Acid Storage and Weak Acid Containment Mixing Improvements –
Change Order No. 3
Project No.: WW2001.403
Rev. 1/16/2024

THE ABOVE IS AGREED TO BY:

"CITY"
CITY OF CHANDLER

"CONTRACTOR"
GARNEY COMPANIES, INC.

Mayor



Signature

04/22/2025

Date

RECOMMENDED BY:



Daniel Haskins, P.E.
CIP City Engineer

Shane O'Brien

Print Name

Regional Operations Manager

Title

sobrien@garney.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

C: Owner / Project Mgr

Project Name: Ocotillo Brine Reduction Facility Hydrochloric Acid Storage and Weak Acid Containment Mixing Improvements –
Change Order No. 3

Project No.: WW2001.403

Rev. 1/16/2024

EXHIBIT A

SCOPE OF WORK

Project Name: Ocotillo Brine Reduction Facility Hydrochloric Acid Storage and Weak Acid Containment Mixing Improvements –
Change Order No. 3
Project No.: WW2001.403
Rev. 1/16/2024



Mr. Adam Kleiser,
Construction Project Manager
City of Chandler
Public Works and Utilities Department
975 E. Armstrong Way, Building L
Chandler, AZ 85286

March 11, 2025

RE: Project No. WW2001.403 – Ocotillo Brine Reduction Facility HCL Storage and Weak Acid Containment Mixing Improvements – Potential Change Order 009 – DC 005 Pump Hydraulic Solution

Mr. Kleiser,

Design Clarification 005: Pump Hydraulic Solution – Lowering Pumps was issued on February 4, 2025. This clarification required the piping from the HCL tank to the pumps to be removed and replaced. The elevation of the pumps must be lowered to ensure they stay in a flooded state throughout operation.

To start this work the HCL tank and lines must be fully drained, and the residual acid must be neutralized for the safety of our crews working on the system. This cost is not included in the proposal.

Garney has included the costs to:

- Demolish the existing piping from the tank, through the pumps to the piping outside of the containment area.
- Purchase and install all the piping, fittings, supports and accessories needed to complete the new design.
 - Current valves and instruments will be reused.
- Install a new vent line from the pump discharge piping to the top of the HCL tank.
- Repair the pump that was run dry and reinstall.
- Demolish the top of concrete pedestal under the pumps to accommodate the new pump elevation.
- Lower the FRP pump platform to the new elevation.
 - The shade structure will not be modified.
- Coat the pipe, the top of the concrete pedestal and touch-up the containment area as needed.
- Pressure test the system with water.
 - Water disposal has not been coordinated and is not included.

The current project completion date is November 26, 2024. Garney requests this date be extended by 268 days to accommodate the time spent designing and issuing the clarification and the time needed to install the new work. The new project completion date would be June 24, 2025.

Garney is requesting 105 days, from award of Change Order, to complete the changes in this change. These days are based on the following timeline:

Allow time for a change order to be issued (30 days assumed)

Material procurement (30 days)

Installation (30 days)

Start-up (15 days)

If this timeline is not met due to the issuance of the change order, the overall duration must be extended.

The total cost for changes in this Clarification is \$125,183.69.

Let us know if you have any questions or concerns.

Sincerely,

GARNEY COMPANIES, INC.

A handwritten signature in cursive script that reads "Grant Harlow". The signature is written in black ink and has a fluid, connected style.

Grant Harlow
Project Manager



Design Clarification

Title:	Pump Hydraulic Solution – Lowering Pumps	No.:	005
Request Date:	2/4/2025		
Project:	Ocotillo Brine Reduction Facility HCL Storage and Weak Acid Containment Mixing Improvements		
Contractor:	Garney Construction		
Contract No.:	WW2001.403		

Design Clarification:

The transfer pumps at the 5,000-gal HCl tank shall be lowered and the pump suction piping modified as shown in the attached drawings. The modifications include the following:

- Pump suction elevation should be equal to or lower than the elevation of the tank outlet penetration.
- Pump suction piping should be reconfigured to slope from the tank outlet down to the pump suction connection.

The following system modifications are required to implement the recommendation:

- Modify/replace pump suction piping. Existing pneumatic shall be salvaged and reused; manual isolation valves shall be reused where possible.
- Cut/trim existing concrete pedestal below pump skid to allow for lowering of pump skid
- Modify pump skid FRP grating and FRP mounting bracket system to be attached to the containment well at a lower elevation
- Reinstall pumps, including alignment and startup by pump manufacturer's representative per specifications
- Modify discharge piping to match new pump elevation.
- Coating of new piping, valves, and fittings; coating of concrete column

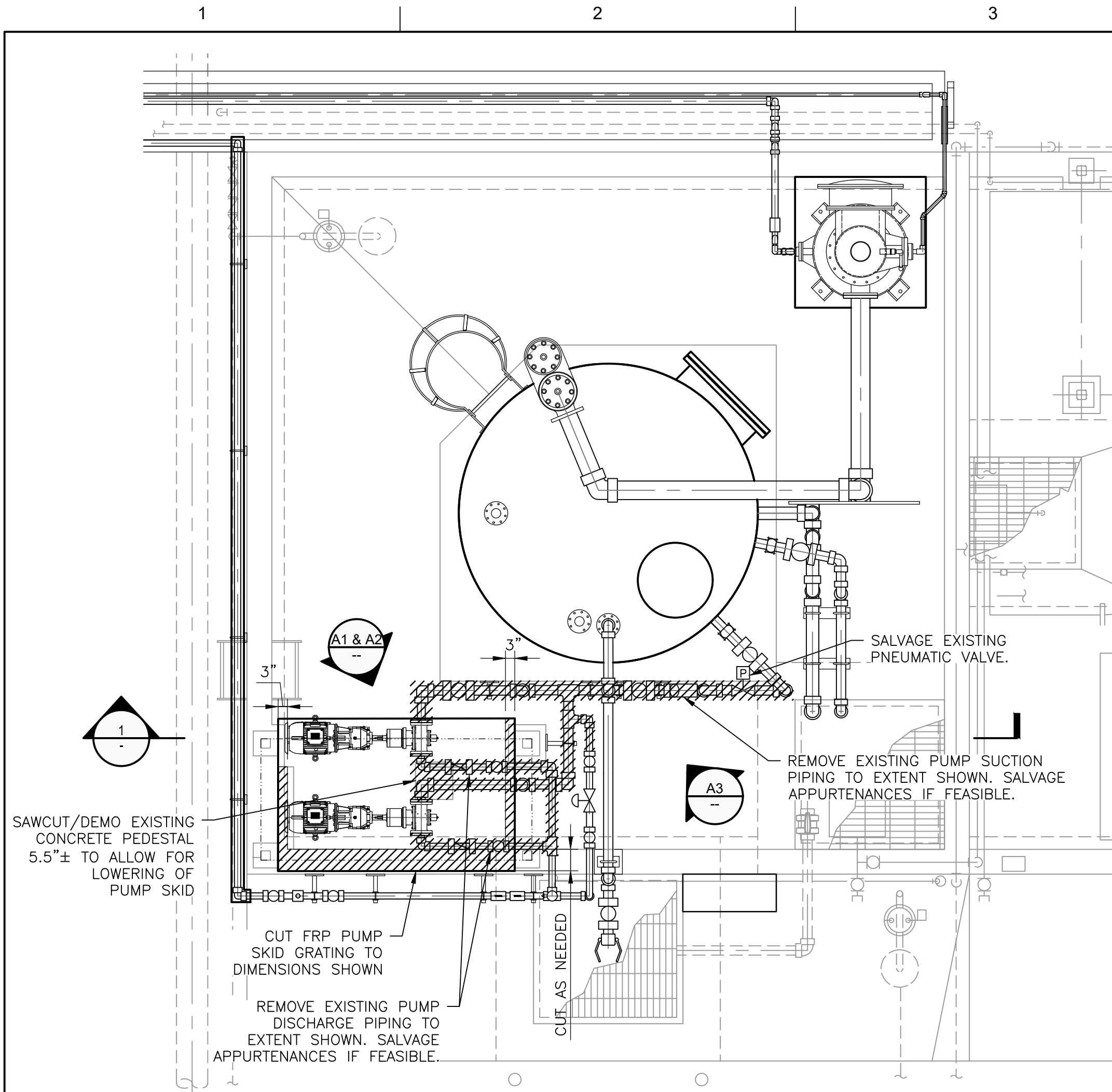
Contractor to pressure test all discharge piping. Leak test for 5,000-gal tank and suction piping. Coordinate with plant for disposal of test water. Checkout and test SCADA and instrumentation prior to acid delivery.

As-Builts shall be updated accordingly.

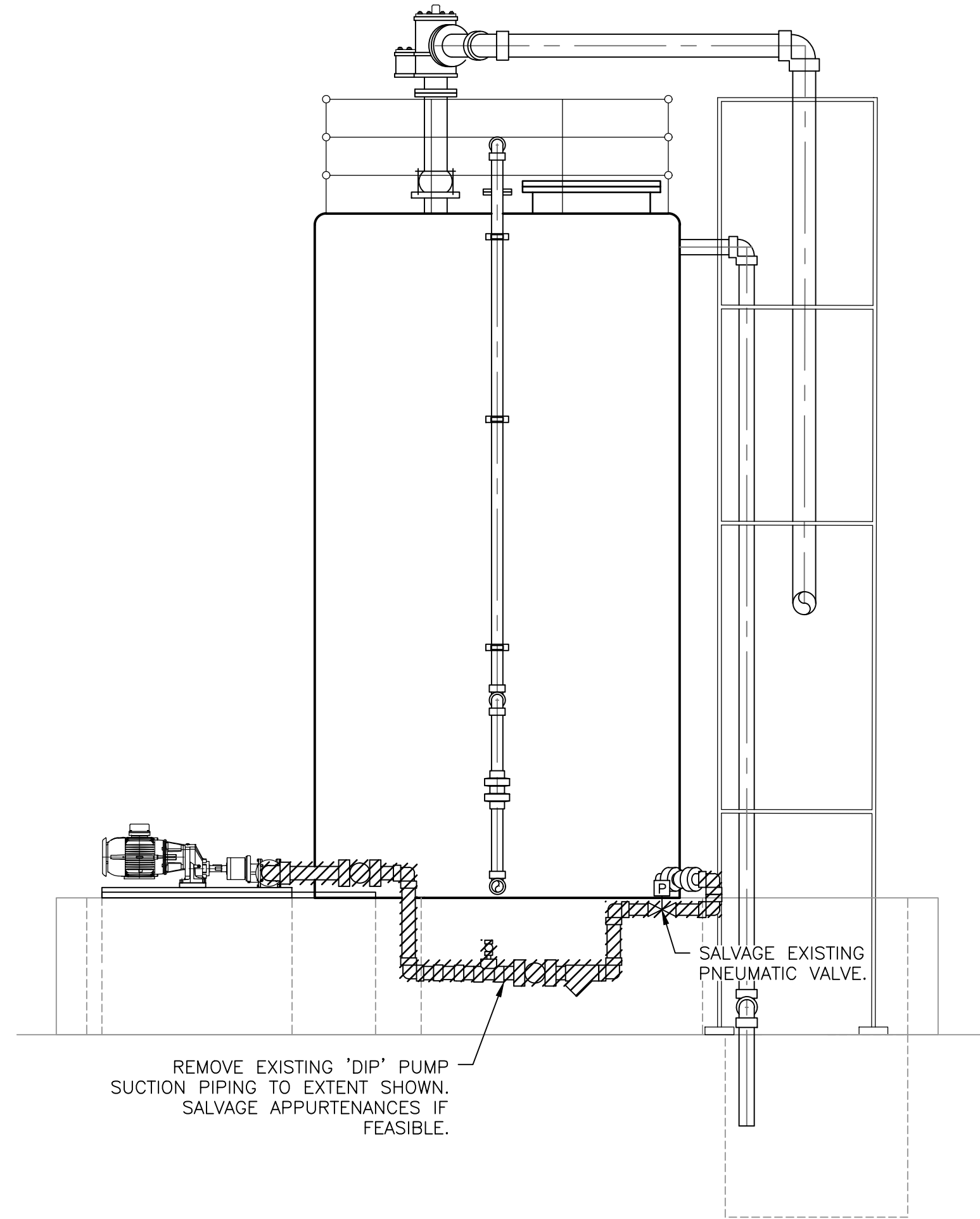
If you feel this is a change, please submit an itemized proposal to HDR before proceeding. If your proposal is found to be acceptable and in proper order, this design clarification will then be superseded by a Change Order/Work Change Directive.

Applicable Drawings:	Sheet X-101A and D-201A
Specifications:	N/A
Request for Information:	N/A

Dates: 4 Feb 2025 - 1:41pm User: CPENTILIA Layout: X-101
Drawing Name: 10364783/5.0_CAD_BIM/6.2_WIP/_Project_Design/Plans/02_X_Demolition/X-101A.dwg



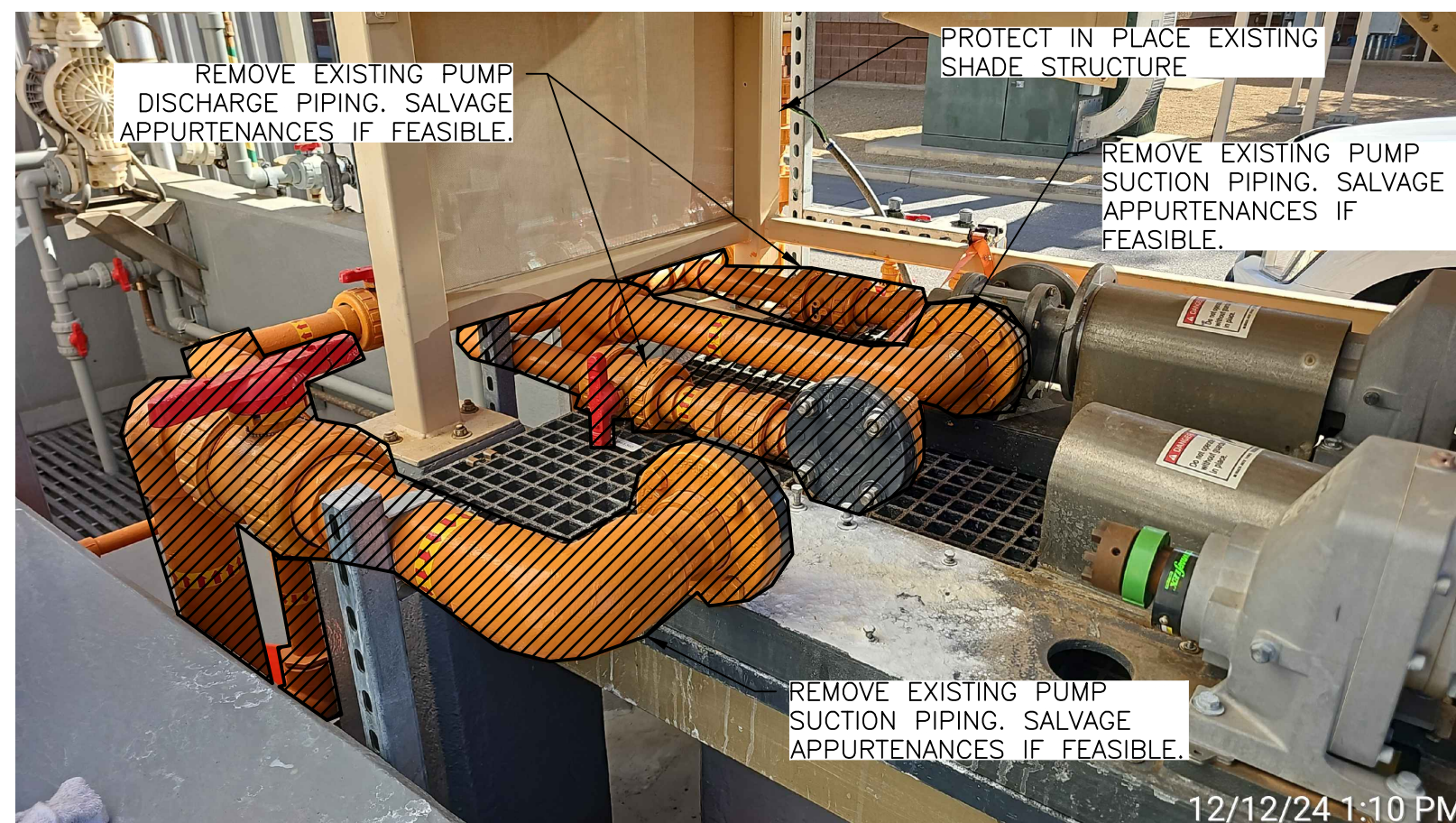
5,000 GALLON HCL TANK DEMOLITION PLAN
SCALE: 3/8" = 1'-0"



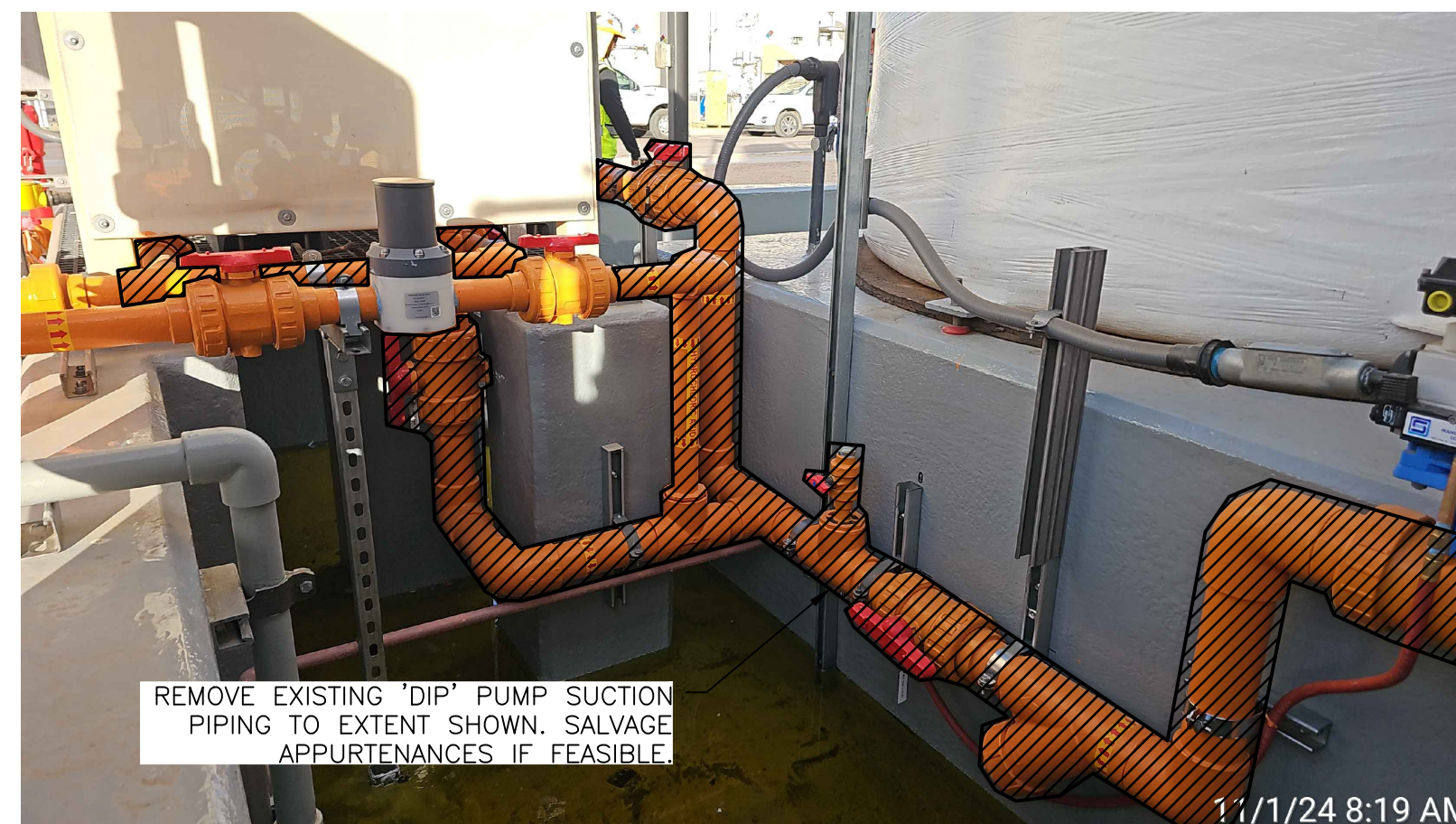
5,000 GALLON HCL TANK DEMOLITION SECTION
SCALE: 3/8" = 1'-0"



A1 EXISTING CONCRETE PEDESTAL
NOT TO SCALE



A2 EXISTING SUCTION/DISCHARGE PIPING
NOT TO SCALE



A3 EXISTING SHADE STRUCTURE
NOT TO SCALE

GENERAL NOTES

1. THE TERM "REMOVE" INCLUDES DEMOLITION AND DISPOSAL.
2. OWNER HAS THE FIRST RIGHT TO SALVAGE ANY ITEMS IDENTIFIED FOR DEMOLITION. PRIOR TO DEMOLITION, CONTRACTOR SHALL COORDINATE WITH OWNER TO IDENTIFY ITEMS TO BE SALVAGED.
3. PROTECT IN PLACE ITEMS THAT ARE NOT SHOWN FOR DEMO ON THIS PLAN INCLUDING THE EXISTING TANK PAD AND THE CONTAINMENT WALL.

KEYED NOTES

LEGEND

////// DEMOLITION



ISSUE	DATE	DESCRIPTION
-------	------	-------------

PROJECT MANAGER	
CHECKED BY	
DESIGNED BY	
DRAWN BY	
PROJECT NUMBER	10364783



**OCOTILLO BRINE REDUCTION FACILITY
HCL STORAGE AND WEAK ACID CONTAINMENT
MIXING IMPROVEMENTS**

**5,000 GALLON HYDROCHLORIC ACID
DEMOLITION PLAN**

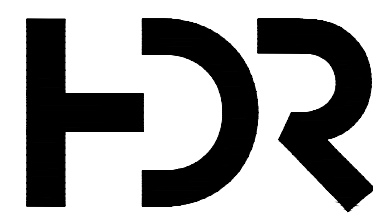
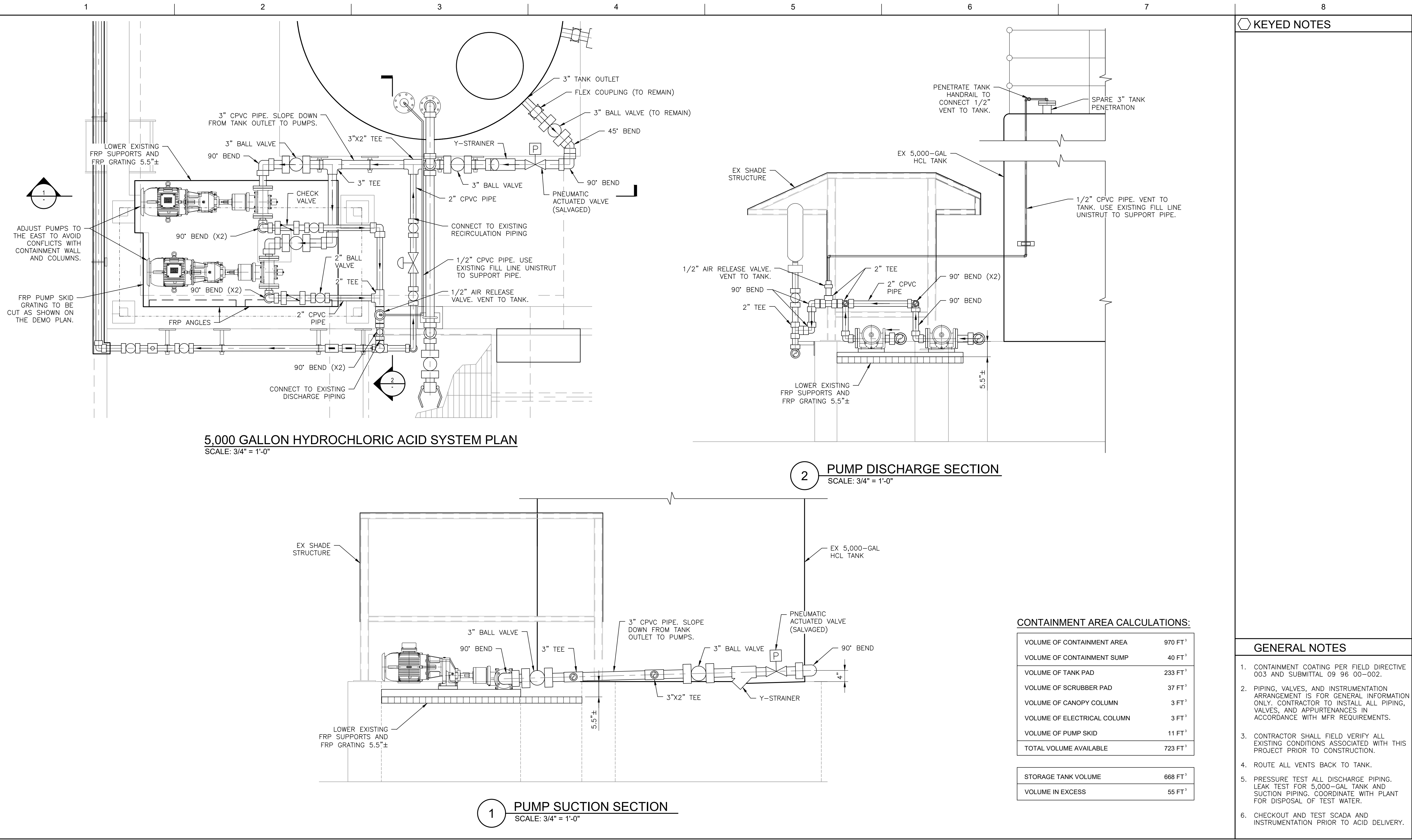


C.O.C LOG NO. #####

DRAWING
X-101A

SHEET

Dates: 4 Feb 2025 - 14:11pm User: CPENTILIA Layout: D-201A
Drawing Name: 10364783/5.0_CAD_BIM/6.2_WIP/_Project Design/Plans/02_X Demolition/D-201A.dwg



ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	
CHECKED BY	
DESIGNED BY	
DRAWN BY	
PROJECT NUMBER	10364783



OCOTILLO BRINE REDUCTION FACILITY
HCL STORAGE AND WEAK ACID CONTAINMENT
MIXING IMPROVEMENTS

5,000 GALLON HYDROCHLORIC ACID
SYSTEM PLAN AND SECTION



C.O.C LOG NO. #####

DRAWING
D-201A

SHEET

EXHIBIT B
FEE SCHEDULE

LINE #	NOTES	CATEGORY	DESCRIPTION	QUANTITY PER INSTALLATION	INSTALLATIONS	PURCHASE QUANTITY	UNIT	UNIT COST	TAX	TOTAL
1		HEADER	Material							\$ 17,766.07
2			Liquiflo Model 314F Mag-Drive Gear Pump Shop Repairs - Quote 1068828	1	1	1	LS	\$ 3,252.33		\$ 3,252.33
3			1/2X20 CPVC S80 PIPE	40	1	40	LF	1.67		\$ 66.80
4			2X20 CPVC S80 PIPE	20	1	20	LFA	7.427		\$ 148.54
5			3X20 CPVC S80 PE PIPE	20	1	20	LF	15.2045		\$ 304.09
6			1/2" CPVC ARV THRD FKM	1	1	1	Ea	341.88		\$ 341.88
7			1/2 CPVC S80 SXS 90 ELL	4	1	4	Ea	3.28		\$ 13.12
8			1/2 CPVC S80 SXS 45 ELL	2	1	2	Ea	3.54		\$ 7.08
9			1/2 CPVC S80 SXS COUP	2	1	2	Ea	3.46		\$ 6.92
10			1/2 CPVC S80 MALE ADPT	1	1	1	Ea	4.46		\$ 4.46
11			1/2X2 CPVC S80 NIP	1	1	1	Ea	5.06		\$ 5.06
12			2X1/2 CPVC S80 SXF BUSH	1	1	1	Ea	38.31		\$ 38.31
13			1X1/2 CPVC S80 SXS BUSH QUOTED AS SXS	1	1	1	Ea	8.75		\$ 8.75
14			3 CPVC S80 VAN STONE SOC FLG	1	1	1	EA	89.01		\$ 89.01
15			3X2 CPVC S80 SXS BUSH	1	1	1	Ea	45.87		\$ 45.87
16			2X1 CPVC S80 SXF BUSH	1	1	1	Ea	38.31		\$ 38.31
17			3" 150# FLANGE BOLT KIT 316SS	1	1	1	Ea	14.36		\$ 14.36
18			3" 150# FF GASKET VITON	1	1	1	Ea	29.43		\$ 29.43
19			2-1/2 CPVC S80 VAN STONE SOC FLG	2	1	2	Ea	85.02		\$ 170.04
20			2-1/2" 150# FLANGE BOLT KIT 316SS	2	1	2	Ea	14.36		\$ 28.72
21			2-1/2" 150# FF GASKET VITON	2	1	2	Ea	25.66		\$ 51.32
22			2-1/2X2 CPVC S80 SXS BUSH	2	1	2	Ea	25.94		\$ 51.88
23			2 CPVC S80 SXSXS TEE	3	1	3	Ea	26.88		\$ 80.64
24			2 CPVC S80 SXS COUP	2	1	2	Ea	14.3		\$ 28.60
25			2 CPVC T/U INDU CHK VLV VITON	2	1	2	Ea	404.9		\$ 809.80
26			2 VITON CPVC S80 UNION	2	1	2	Ea	30.62		\$ 61.24
27			2 CPVC S80 SXS 90 ELL	10	1	10	Ea	19.36		\$ 193.60
28			2 CPVC TUKINDBV SOC/FPT FKM VENTED	2	1	2	Ea	400.65		\$ 801.30
29			3X2 CPVC S80 SXSXS TEE	1	1	1	Ea	94.09		\$ 94.09
30			3 CPVC S80 SXSXS TEE	1	1	1	Ea	68.6		\$ 68.60
31			3 CPVC S80 VAN STONE SOC FLG	2	1	2	EA	89.01		\$ 178.02
32			3" 150# FLANGE BOLT KIT 316SS	2	1	2	EA	14.36		\$ 28.72
33			3" 150# FF GASKET VITON	2	1	2	LF	29.43		\$ 58.86
34			3 VITON CPVC S80 UNION	4	1	4	LF	181.14		\$ 724.56
35			3 CPVC S80 SXS 45 ELL	1	1	1	LF	52.42		\$ 52.42
36			3 CPVC S80 SXS 90 ELL	4	1	4	Ea	56.14		\$ 224.56
37			3 CPVC Y STRNR SOC FKM C8 MESH	1	1	1	Ea	1193.6		\$ 1,193.60
38			3 CPVC TU2KIND BV SOC FKM VENTED	4	1	4	Ea	1003.61		\$ 4,014.44
39			3 CPVC S80 SXS COUP	2	1	2	LF	38.42		\$ 76.84
40			724 ORG QT CPVC	10	1	10	Ea	79.44		\$ 794.40
41			QT PVC PURP PRMR P70	10	1	10	Ea	56.55		\$ 565.50
42			STRUT, FASTENERS AND SUPPORTS	1	1	1.00	LS	\$ 3,000.00		\$ 3,000.00
43		HEADER	Labor							\$ 51,439.60
44			Superintendent	80	1	80.00	HRS	\$ 121.95		\$ 9,756.00
45			ASSISANT SUPER / Project engineer	40	1	40.00	HRS	\$ 88.69		\$ 3,547.60
46			Foreman	160	1	160.00	HRS	\$ 88.69		\$ 14,190.40
47			Pipe Fitter	160	1	160.00	HRS	\$ 57.28		\$ 9,164.80
48			Laborer	160	1	160.00	HRS	\$ 46.19		\$ 7,390.40
49			Laborer	160	1	160.00	HRS	\$ 46.19		\$ 7,390.40
50		HEADER	Equipment							\$ 29,021.57
51			Sanitary Facility / Handwash Station	1	1	1.00	MONTH	\$ 1,150.00		\$ 1,150.00

52			ON-HIGHWAY: LIGHT DUTY 4X4 TRUCK - DIESEL - Superintendent	80	1	80.00	HRS	\$ 42.47		\$ 3,397.60
53			ON-HIGHWAY: LIGHT DUTY 4X4 TRUCK - DIESEL - Foreman	160	1	160.00	HRS	\$ 42.47		\$ 6,795.20
54			8K REACH LIFT	40	1	40.00	HRS	\$ 110.10		\$ 4,404.00
55			40' BOOM LIFT	40	1	40.00	HRS	\$ 182.93		\$ 7,317.20
56			Hydraulic Torque Wrench	1	1	1.00	MONTH	\$ 5,957.57		\$ 5,957.57
57		HEADER	Sub-Contractors							\$ 17,801.45
58			Phoenix Pumps Field Service - Invoice 3060621	1	1	1.00	LS	\$ 1,341.45		\$ 1,341.45
59			Acore	1	1	1.00	LS	\$ 500.00		\$ 500.00
60			AO Painting	1	1	1.00	LS	\$ 12,960.00		\$ 12,960.00
61			LUDVIK ELECTRICAL	1	1	1.00	LS	\$ 3,000.00		\$ 3,000.00
62		HEADER	Direct Cost							
63		Total of Direct Costs:	Total of Direct Costs:	1	1	1.00	Lump Sum	\$ 108,048.69		\$ 108,048.69

CONTRACT DATES	ORIGINAL	REVISED
NTP	11/2/2023	11/2/2023
FINAL COMPLETION	4/30/2024	11/26/2024
CONTRACT DAYS	180	390
REQUESTED DAYS	210	0

FEE	8.0000%	\$ 8,643.90
BONDS	0.7500%	\$ 875.19
INSURANCE	1.3500%	\$ 1,575.35
TAX	5.0700%	\$ 6,040.56
SUBTOTAL		\$ 125,183.69

Garney Companies specifically reserves its right to receive additional compensation and time for unforeseen or unidentified impact caused by this change order, or by future changes in the work or delays which impact the scope of this work.

EXHIBIT "C"
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.



SERVICE QUOTATION

NUMBER	1068828
DATE	12/17/2024
ACCOUNT	19078
CONTACT	Josh Vicini
PHONE	480.745.4946
EMAIL	
CUST. PO NUMBER	PENDING
PAGE	1 of 2
SALESREP	

BILL TO ADDRESS	SHIP TO ADDRESS	DESCRIPTION / LOCATION
Garney Construction 1700 Swift Street Ste. 200 North Kansas City, MO 64116 USA	Chandler Water 3737 Old Price Rd Chandler, AZ 85248	

Inspection Findings and Recommended Repairs

Inspection Findings:

- All signs indicate the pump ran dry long enough for the internal components to begin rubbing into each other, damaging the carbon bushings, bearings, and wear plates.
- The housing bolts and lock washers did not arrive with the pump.
- There's crystallized product buildup in between the carbon bearing bushing and shafts, and in/around the gears.
- There's no insert installed in the coupling.

Recommended Repairs:

- Replace the carbon bushings, bearings, wear plates, missing bolts, missing coupling element, o-rings, and plug.

Repair lead time: 2-4 Weeks, ARO

ITEM ID	DESCRIPTION	QTY	PRICE EA	EXT PRICE	LEAD TIME*
314FC13EE112001KS	Liquiflo Model 314F Mag-Drive Gear Pump Serial Number: 112668-1-1 *****Service Items*****				
3120402	Liquiflo 3120402 Carbon Bearing	4.00	78.55	314.20	1 Week
3122004	Liquiflo 3122004 Screw	6.00	0.00	0.00	1 Week
3121101	Liquiflo 3121101 O-Ring Housing	2.00	11.54	23.08	1 Week
3120504	Liquiflo 3120504 Wear Plate	4.00	60.97	243.88	1 Week
362301	Liquiflo 362301 Plug	3.00	21.25	63.75	1 Week
3121103	Liquiflo 3121103 O-Ring Containment Can	1.00	12.68	12.68	1 Week
3126709	Liquiflo 3126709 Retaining Ring	4.00	28.39	113.56	1 Week
S3146709	Liquiflo S3146709 Snap Ring	1.00	25.27	25.27	1 Week
3126341	Liquiflo 3126341 Lockwasher	6.00	0.00	0.00	1 Week
LQBRG&RING	Liquiflo #27 & #28 Bearing and Snap Ring	1.00	63.38	63.38	1 Week

Should you have any questions concerning this quote, please contact Sam Urso at 602-232-2217 or email surso@phoenixpumps.com.

📍 5100 S. 36th Street, Phoenix, AZ 85040



602.232.2994



602.232.2995



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SERVICE QUOTATION

NUMBER	1068828
DATE	12/17/2024
ACCOUNT	19078
CONTACT	Josh Vicini
PHONE	480.745.4946
EMAIL	
CUST. PO NUMBER	PENDING
PAGE	2 of 2
SALESREP	

ITEM ID	DESCRIPTION	QTY	PRICE EA	EXT PRICE	LEAD TIME*
SHOPFEE	Shop Supplies	1.00	50.00	50.00	
TRUCKFEE	Misc. Truck Supplies	1.00	50.00	50.00	
	*****Service Labor*****				
T2-TCE	Teardown & Evaluation	3.00	140.00	420.00	
T2-CAPT	Clean, Assemble, Paint & Test	2.50	140.00	350.00	
FW-LABOR	Onsite Labor	8.00	180.00	1,440.00	
			Sell Price:	\$3,169.80	
			Tax:	82.53	
			Freight Est.:		
			Total Sell Price:	\$3,252.33	

PAYMENT TERMS	NET 30
TAX STATUS	AZ-PHOENIX
FOB	FACTORY
INCOMING	PREPAID & ADD
OUTGOING	PREPAID & ALLOW
SHIP VIA	

**Product lead times are estimates only based on ARO. Expedite services may be available upon request. Payments by credit card will be subject to a 3% surcharge on total order amount. This quote is valid for 30 days. Stock items are subject to prior sale. PPI is not responsible for delays due to conditions beyond our control. Phoenix Pumps, Inc. Terms and Conditions apply.*

Should you have any questions concerning this quote, please contact Sam Urso at 602-232-2217 or email surso@phoenixpumps.com.

5100 S. 36th Street, Phoenix, AZ 85040



602.232.2994



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16:13:17 MAR 05 2025

Page 1 of 2

FERGUSON WATERWORKS #3083

Price Quotation
Phone: 602-495-8420
Fax: 602-262-4276

Bid No: B446429
Bid Date: 03/02/25
Quoted By: JN

Cust Phone: 602-470-0001
Terms: 2% 10TH NET 25TH

Customer: GARNEY COMPANIES INC
1333 NW VIVION ROAD
OBRF HCL IMPRVMNTS #6493
KANSAS CITY, MO 64118

Ship To: GARNEY COMPANIES INC
1333 NW VIVION ROAD
OBRF HCL IMPRVMNTS #6493
KANSAS CITY, MO 64118

Cust PO#: QUOTE

Job Name: OBRF REVISION 005

Item	Description	Quantity	Net Price	UM	Total
CP80PD	1/2X20 CPVC S80 PIPE	40	167.000	C	66.80
CP80PK	2X20 CPVC S80 PIPE	20	742.700	C	148.54
CP80PM	3X20 CPVC S80 PE PIPE	20	1520.450	C	304.09
SP-PARV050VTCP	1/2" CPVC ARV THRD FKM	1	341.880	EA	341.88
CP80S9D	1/2 CPVC S80 SXS 90 ELL	4	3.280	EA	13.12
CP80S4D	1/2 CPVC S80 SXS 45 ELL	2	3.540	EA	7.08
CP80SCD	1/2 CPVC S80 SXS COUP	2	3.460	EA	6.92
CP80MAD	1/2 CPVC S80 MALE ADPT	1	4.460	EA	4.46
S882020C	1/2X2 CPVC S80 NIP	1	5.060	EA	5.06
S838247C	2X1/2 CPVC S80 SXF BUSH	1	38.310	EA	38.31
CP80SBGD	1X1/2 CPVC S80 SXS BUSH	1	8.750	EA	8.75
	QUOTED AS SXS				
CP80VSSFM	3 CPVC S80 VAN STONE SOC FLG	1	89.010	EA	89.01
CP80SBMK	3X2 CPVC S80 SXS BUSH	1	45.870	EA	45.87
S838249C	2X1 CPVC S80 SXF BUSH	1	38.310	EA	38.31
SP-IFLGBLTKIT316M	3" 150# FLANGE BOLT KIT 316SS	1	14.360	EA	14.36
SP-VTFFGSKTM	3" 150# FF GASKET VITON	1	29.430	EA	29.43
CP80VSSFL	2-1/2 CPVC S80 VAN STONE SOC FLG	2	85.020	EA	170.04
SP-IFLGBLTKIT316L	2-1/2" 150# FLANGE BOLT KIT 316SS	2	14.360	EA	28.72
SP-VTFFGSKTL	2-1/2" 150# FF GASKET VITON	2	25.660	EA	51.32
CP80SBLK	2-1/2X2 CPVC S80 SXS BUSH	2	25.940	EA	51.88
CP80STK	2 CPVC S80 SXSXS TEE	3	26.880	EA	80.64
CP80SCK	2 CPVC S80 SXS COUP	2	14.300	EA	28.60
S4539020C	2 CPVC T/U INDU CHK VLV VITON	2	404.900	EA	809.80
S8057020C	2 VITON CPVC S80 UNION	2	30.620	EA	61.24
CP80S9K	2 CPVC S80 SXS 90 ELL	10	19.360	EA	193.60
SP-S1839V020C	2 CPVC TUKINDBV SOC/FPT FKM VENTED	2	400.650	EA	801.30
CP80STMK	3X2 CPVC S80 SXSXS TEE	1	94.090	EA	94.09
CP80STM	3 CPVC S80 SXSXS TEE	1	68.600	EA	68.60
CP80VSSFM	3 CPVC S80 VAN STONE SOC FLG	2	89.010	EA	178.02
SP-IFLGBLTKIT316M	3" 150# FLANGE BOLT KIT 316SS	2	14.360	EA	28.72
SP-VTFFGSKTM	3" 150# FF GASKET VITON	2	29.430	EA	58.86
S8057030C	3 VITON CPVC S80 UNION	4	181.140	EA	724.56
CP80S4M	3 CPVC S80 SXS 45 ELL	1	52.420	EA	52.42
CP80S9M	3 CPVC S80 SXS 90 ELL	4	56.140	EA	224.56
SP-SYS32C8030C	3 CPVC Y STRNR SOC FKM C8 MESH	1	1193.600	EA	1193.60



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3083&on=29139>

Fax: 602-262-4276

16:13:17 MAR 05 2025

Reference No: B446429

Item	Description	Quantity	Net Price	UM	Total
SP-S1832V030C	3 CPVC TU2KIND BV SOC FKM VENTED	4	1003.610	EA	4014.44
CP80SCM	3 CPVC S80 SXS COUP	2	38.420	EA	76.84
I12818	724 ORG QT CPVC	1	79.440	EA	79.44
I10223	1 QT PVC PURP PRMR P70	1	56.550	EA	56.55

Net Total: \$10289.83**Tax:** \$0.00**Freight:** \$0.00**Total:** \$10289.83

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. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

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 <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
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 delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**Scan the QR code or use the link below to
complete a survey about your bids:<https://survey.medallia.com/?bidsorder&fc=3083&on=29139>

INVOICE



NUMBER	3060621
INVOICE DATE	12/30/2024
TERMS	Net 30
ACCOUNT NUMBER	19078
ORDER NUMBER	1068516
PAGE	1 of 1

BILL TO ADDRESS	DESCRIPTION / LOCATION	SHIP TO ADDRESS
Garney Construction 1700 Swift Street Ste. 200 North Kansas City, MO 64116 USA	Chandler - OBRF- Troubleshoot	TBD - Jobsite

PO Number	ORDERED BY	CARRIER	TRACKING NUMBER
Verbal Josh	Josh Vicini	Field Service Install	

ITEM ID	DESCRIPTION	ORDERED	SHIPPED	B/O	UOM	UNIT PRICE	EXT PRICE
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******Service Item******

SERVICE Misc Service

Serial Number: 112668-1-1

******Service Part******

TRUCKFEE	Misc. Truck Supplies	1.00	1.00	0.00	EACH	75.00	75.00
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******Service Labor******

FW-LABOR	Troubleshooting of Liquiflo Pumps - Completed 11/22 & 12/4 By Tracy, Koa, and John	7.00	7.00	0.00	HR	180.00	1,260.00
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SUB-TOTAL: 1,335.00

TOTAL FREIGHT:

PHOENIX SALES TAX: 6.45

AMOUNT DUE: 1,341.45

Remit Payment To: 5100 S. 36th Street, Phoenix, AZ 85040



602.232.2994



602.232.2995



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4 WEEK BILLING INVOICE

242634643-001

BRANCH J90
215 E BASELINE RD
GILBERT AZ 85233-1108
480-892-0033
480-507-7651 FAX

Job Site

GREENFIELD WTP
4400 S GREENFIELD RD
GILBERT AZ 85297

Office: 303-791-3600

Customer # : 382816
Invoice Date : 01/18/25
Date Out : 12/18/24 10:30 AM
Billed Through : 01/17/25 00:00
UR Job Loc : 4400 S GREENFIELD RD
UR Job # : 3047
Customer Job ID :
P.O. # : 7418
Requested By : JIM SYMONDS
Reserved By : COLIN MCCLOUD
Salesperson : BROOKE FREEMAN

GARNEY CONST WESTERN REGION
1700 SWIFT STREET
NORTH KANSAS CITY MO 64116-4554

Invoice Amount: \$5,957.57

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4835
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	11451341	WRENCH TORQUE HYD 3/4"SQ 200-1340 FT-LB Make: HYTORC Model: HY-1MXT Serial: MP01TR2146-521		136.00	461.00	1,652.00	1,652.00
1	11451159	PUMP HYD/ELECTRIC FOR TORQUE WRENCH Make: HYTORC Model: HY-115-2-4S Serial: 3000001242		220.00	802.00	3,208.00	3,208.00
1	850/4901	HOSE HYD TORQUE WRENCH 15'	15.00	15.00	43.00	166.00	166.00
						Rental Subtotal:	5,026.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	PROPERTY TAX SURCHARGE	[DRSURAZ/MCI]	75.390		EACH		75.39
1	DELIVERY CHARGE		199.800		EACH		199.80
1	PICKUP CHARGE		199.800		EACH		199.80
						Sales/Misc Subtotal:	474.99
						Agreement Subtotal:	5,500.99
						Tax:	456.58
						Total:	5,957.57

COMMENTS/NOTES:

CONTACT: JIM SYMONDS
CELL#: 480-435-1133
DLV/PKU LOC SELECTED BY MAP PIN OPTION

Billing period: 30 Days From 12/18/24 10:30 AM Thru 1/17/25 10:30 AM

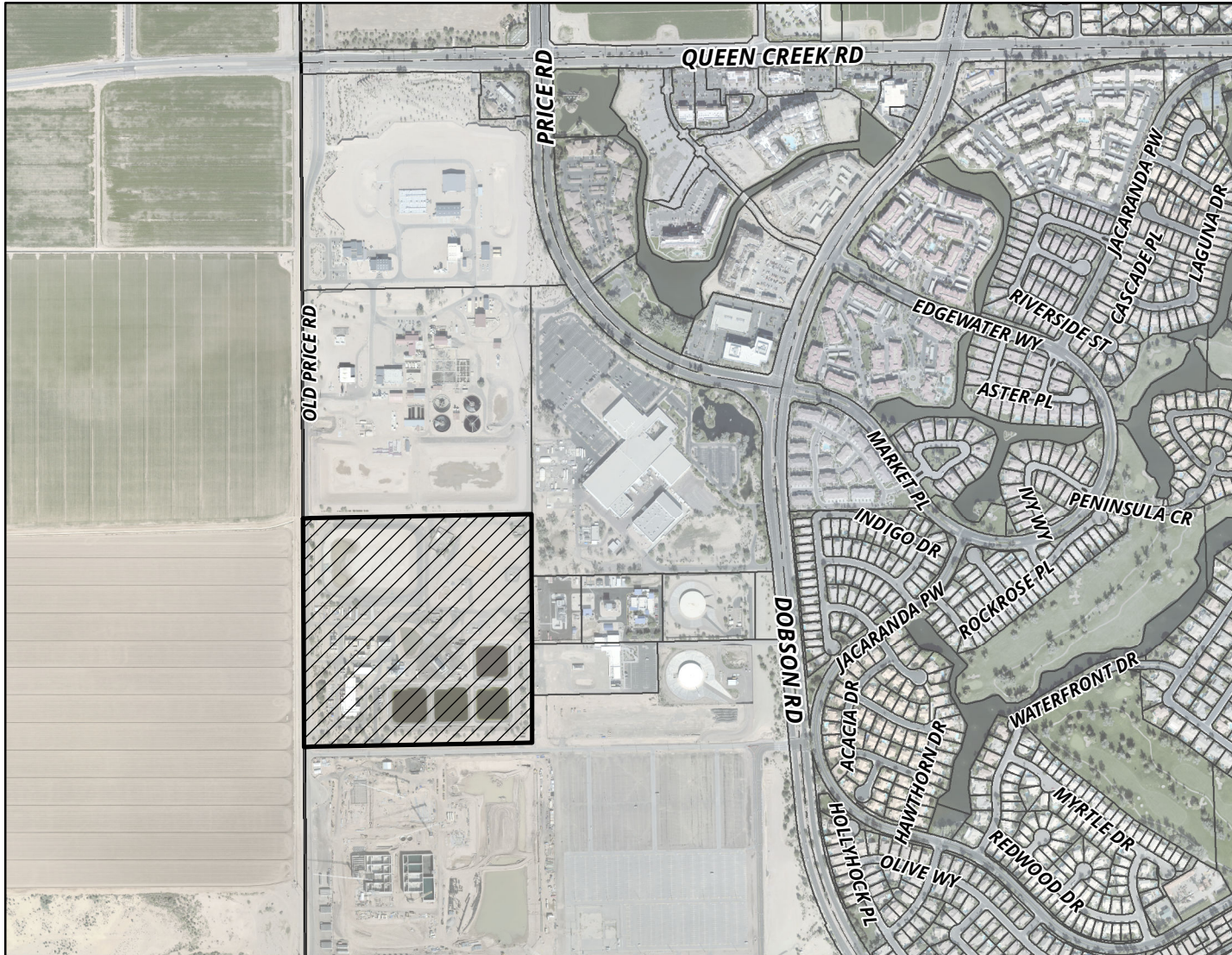
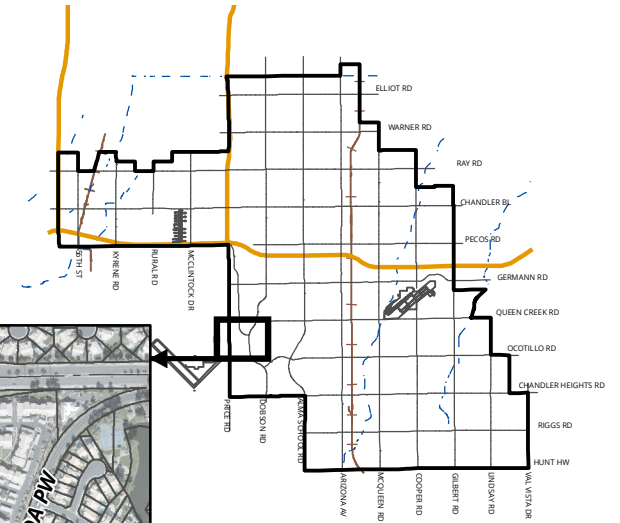
TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



**OCOTILLO BRINE REDUCTION
FACILITY HYDROCHLORIC ACID STORAGE AND
WEAK ACID CONTAINMENT MIXING
IMPROVEMENTS
CHANGE ORDER #4
WW2001.403**



MEMO NO. CP25-112

